

**ROLL CALL ORDER FOR MEETING OF  
July 6, 2021**

**Sprank, Buol, Jones, Roussell, Farber, Cavanagh, Resnick**

**Viewing and Participation Options**

**\*Reminder:** The City Council is returning to Council Chambers for meetings starting July 6, 2021.

The public has the option to view and participate in the meeting in City Council Chambers or virtually. To comply with social distancing, capacity limits are in place in City Council Chambers and will require specific guidelines if maximum capacity is reached. If attending the meeting in-person, please review guidelines at the entrance to chambers and abide by any directions given by City staff.

The 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](http://www.cityofdubuque.org/media), and streamed live on the City's Facebook page at [www.facebook.com/cityofdubuque](http://www.facebook.com/cityofdubuque).

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

- <https://global.gotomeeting.com/join/337661181>
- You can also dial in using your phone.
- United States (Toll Free): 1 877 568 4106  
United States: +1 (571) 317-3129  
Access Code: 337-661-181

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

**Historic Federal Building: 350 W. 6th Street -  
Second-Floor Council Chambers.**

**Virtual participation options are also available. Please**



see the information above for options.

July 6, 2021

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### **WORK SESSION**

**1. 5:30 PM - COVID-19 Pandemic Update**

City staff and network partners will provide updates on the internal and community-facing response to COVID-19.

### **REGULAR SESSION**

**6:30 PM**

### **PLEDGE OF ALLEGIANCE**

### **PROCLAMATION(S)**

**1. Summer Learning Week Proclamation (July 12-16, 2021)**

On behalf of St. Mark Youth Enrichment

### **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 6/21 and 6/23; Housing Commission of 6/22; Library Board of Trustees Update of 6/24; Proof of Publication for City Council Proceedings of 6/7; Proof of Publication for List of Claims and Summary of Revenues for Month Ended 5/31.

**Suggested Disposition: Receive and File**

**2. Notice of Claims and Suits**

Dustin McGonigle - Section 1983; J.B. Priest for property damage; Douglas Spyrison for property damage; Jane Thorne and Michael Thorne for vehicle damage; Settlement Agreement and Mutual Release of All Claims between HACAP / Operation New View and Gary Stelpflug/2G2, LLC.

**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: J.B. Priest for property damage, Douglas Spyrison for property damage.

**Suggested Disposition: Receive and File; Concur**

**4. Approval of City Expenditures**



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

**RESOLUTION** Authorizing the 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. Pre-Annexation Agreement - Sally A. Hoerner**

City Manager recommending approval of a Pre-Annexation Agreement with Sally Hoerner for property located at 9653 Monticello Drive in Dubuque County, in conjunction with her request to connect to City water.

**RESOLUTION** Approving a Pre-Annexation Agreement between the City of Dubuque, Iowa and Sally A. Hoerner

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

**6. First Amendment to Grant Agreement Between the City of Dubuque and 84 Main, LLC for the Creation of Rental Units at 84 Main Street**

City Manager recommending approval of the First Amendment to Grant Agreement between the City of Dubuque and 84 Main, LLC for its creation of rental units at 84 Main Street.

**RESOLUTION** Approving the First Amendment to Grant Agreement between the City of Dubuque, Iowa and 84 Main, LLC

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

**7. Childcare Grant Opportunity Through Care Constellation Open Call**

City Manager recommending support of a grant application to the Care Constellation on the issue of childcare submitted on behalf of a local childcare coalition.

**Suggested Disposition: Receive and File; Approve**

**8. Support for Dubuque Initiatives Rehabilitation Project at 1739-1763 Central Avenue**

City Manager recommending support for the Dubuque Initiatives grant application to the Iowa Finance Authority for the use of National Housing Trust Fund grant dollars to complete a rehabilitation project at 1739-1763 Central Avenue by Chris Richard.

**Suggested Disposition: Receive and File; Approve**

**9. Intent to Apply to City of Dubuque AmeriCorps Program: Partners in Learning**

City Manager recommending City Council approval to apply for City of Dubuque AmeriCorps Program: Partners in Learning grant in the amount of \$203,760.

**RESOLUTION** Authorizing the Mayor to execute an application for the City of Dubuque Americorps Program: Partners in Learning and authorizing the Leisure Services Manager and the City Manager to approve the application

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

**10. Intent to Apply for City of Dubuque AmeriCorps Program: Creating Opportunities**

City Manager recommending approval to apply for City of Dubuque AmeriCorps Program: Creating Opportunities grant in the amount of \$110,000.

**RESOLUTION** Authorizing the Mayor to execute an application for the City of Dubuque Americorps Program: Creating Opportunities and Authorizing the Leisure Services Manager and the City Manager to approve the application

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

**11. Intent to apply for Lowes 100 Hometowns**

City Manager recommending approval to apply for Lowes 100 Hometowns grant in the amount of \$115,000.

**RESOLUTION** Authorizing the Mayor to execute an application for the Lowes 100 Hometowns and authorizing the Leisure Services Manager and the City Manager to approve the application

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

**12. Purchase of three (3) Gillig 29' Low Floor Buses**

City Manager recommending City Council authorization to purchase three new 29' Gillig Low Floor Buses.

**Suggested Disposition: Receive and File; Approve**

**13. Purina Drive Flood Wall Replacement Project: CIP 3502480 and 7202480**

City Manager recommending that the award for the Purina Drive Flood Wall Replacement Project be officially recorded in the minutes of the City Council.

**Suggested Disposition: Receive and File; Make Matter of Record**

**14. Signed Contract(s)**

Boys and Girls Club Facility Use Agreement; Drew Cook & Sons Excavating Co. Inc. for the Dillon Street Drain Tile Project 2021; Agreement with Nicholas J. Edwards, MD to act as the Medical Director for the City's Fire Department Emergency Medical Services Division; Tschiggfrie Excavating Co. for the 2021 Asphalt Overlay Ramp Project Four;

**Suggested Disposition: Receive and File**

**15. Emergency Operations Center (EOC) Response to COVID 19**

City Manager transmitting a summary of the response and activities of the Emergency Operations Center (EOC) to COVID-19, providing a snapshot of the mechanics, accomplishments, and future recommendations for operation of the EOC in response to COVID-19.

**Suggested Disposition: Receive and File**

**16. Fireworks Permit for Mark Molo**

City Manager recommending consideration to issue a permit to Mark Molo for a fireworks display on July 17, 2021.

**Suggested Disposition: Receive and File; Approve**

**17. Liquor License Renewals**

City Manager recommending approval of annual beer, liquor and wine licenses 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

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

## **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.

**Community Development Advisory Commission**

One, 3-Year term through February 15, 2024 (Vacant term of Wainwright)

Applicant:

Danita Grant, 2479 LaVista Ct.

**Historic Preservation Commission**

One, 3-Year term through July 1, 2024 (Vacant term of Reber as Jackson Park District)

Applicant:

Tim Gau 2529 Windsor Ave – Qualifies for temporary appointment until a qualified Jackson Park District representative applies per City Code Section 16-10-1(H)

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

*9 Commissioners total; currently 4 males/2 females/3 openings*

*Opening was advertised for 90 days while non-male identifying applicants were sought in adherence with Iowa Code 69.16A Gender Balance.*

*Additional openings on the commission are being advertised for 90 days while nonmale identifying applicants are sought in adherence with Iowa Code 69.16A Gender Balance*

**Mayoral Appointment****Library Board of Trustees**

One, 4-Year term through July 1, 2025 (Expiring term of Gorton)

Applicant:

Greg Gorton, 1295 Prairie St.

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

*7 Commissioners total; currently 2 males/4 females/1 openings*

**2. Boards and Commission Appointments**

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

**Housing Appeals and Mediation Board**

One, 3-Year term through January 1, 2024 (Initial term on this board. Board was created on December 7, 2020 as a result of restructuring the Building Code Boards).

Applicants:

George Cooley, 2255 Francis St.

Lynn Sutton, 859 Air Hill St. (Additional Applicant)

Membership Requires Balance of Landlords, Tenants and Other Interested Citizens

5 Commissioners total; currently 2 Landlords/1 Tenant/1 Interested Citizen /1 Opening

**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. Chavenelle Road - NW Arterial to Radford Road Reconstruction Project - CIP #3602551, 7201180**

Proof of publication on notice of public hearing to consider City Council approval of the plans, specifications, form of contract, estimated cost of \$3,193,910, resolution of necessity and preliminary schedule of assessments for the Chavenelle Road – Northwest Arterial to Radford Road Reconstruction Project, and City Manager recommending approval.

**RESOLUTION** Approval of plans, specifications, form of contract, and estimated cost for the Chavenelle Road – NW Arterial to Radford Road Reconstruction Project

**RESOLUTION** With respect to the adoption of the Resolution of Necessity Proposed for the Chavenelle Road – NW Arterial to Radford Road Reconstruction Project

**RESOLUTION** Approving schedule of assessments and estimate of total cost for the Chavenelle Road – NW Arterial to Radford Road Reconstruction Project

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

**2. 2021 Pavement Marking Project (CIP 3002245)**

Proof of publication for notice of public hearing to consider City Council approval of the plans, specifications, form of contract and the estimated cost of \$205,000 for the 2021 Pavement Marking Project, and City Manager recommending approval.

**RESOLUTION** Approval of plans, specifications, form of contract, and estimated cost for the 2021 Pavement Marking Project

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

**PUBLIC INPUT**

At this time, anyone in the Council Chambers may address the City Council on the Action Items on the agenda or on matters under the control of the City Council. 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 Amendment - Mayor and City Council Compensation**

City Clerk submitting an amendment to the City of Dubuque Code of Ordinances Title 1 Administration, Chapter 6 Mayor and City Council, Section 1-6-2, adjusting Mayor and City Council Member salaries effective January 1, 2022 as recommended by the Compensation Task Force and concurred by the City Council on June 21, 2021.

**ORDINANCE** Amending City of Dubuque Code of Ordinances Title 1 Administration, Chapter 6 Mayor and City Council, Section 1-6-2 Compensation

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

**2. Renew DBQ - A Low- to Moderate-Income Solar Pilot Project**

City Manager recommending City Council approval of a pilot project called Renew DBQ, which focuses on increasing access to solar technology for low- to moderate-income (LMI) residents and requests approval to move forward with funding the pilot project. Sustainability Coordinator Gina Bell will make a presentation.

**Suggested Disposition:**

**Receive and File; Approve, Presentation**

**3. Community Development Block Grant (CDBG) Contracts for Public Services**

City Manager recommending City Council approval of the Community Development Block Grant (CDBG) Agreements with the following organizations:

- Dubuque Community YMCA/YWCA Domestic Violence Shelter (\$117,000)
- Dubuque Rescue Mission (\$80,000)
- Opening Doors – Maria House (\$53,000)

**RESOLUTION** Authorizing Execution of FY21/PY20 Homeless Shelter Rehabilitation Agreements

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

**4. Fiscal Year 2022 Purchase of Services Grant Recommendations & Agreements**

City Manager recommending approval of the recommended funding for the Fiscal Year 2022 Purchase of Services Grant applications as follows:

- Convivium Urban Farmstead, Free Community Casseroles (\$25,000.00)
- Dubuque YMCA/YWCA Domestic Violence Shelter (\$25,000.00)
- St. Mark Youth Enrichment, Before School Programming (\$25,000.00)
- Red Basket Project, Period Supplies for Those Who Menstruate (\$12,625.00)
- Marita Theisen Childcare Center at Steeple Square, Education and Programming (\$10,000.00)
- Project Rooted, Rooted Pantries (\$2,375.00)

**RESOLUTION** Authorizing Execution of FY22 Purchase of Services Grant Agreements

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

**5. Community Development Block Grant (CDBG) CV Contract for Dubuque Food Pantry**

City Manager recommending approval of a contract for Community Development Block Grant (CDBG) CARES Act funding for assistance to the Dubuque Food Pantry in the amount of \$167,955.

**RESOLUTION** Authorizing Execution of CDBG-CV Agreement with Dubuque Food Pantry

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

**6. Community Development Block Grant FY2021 Annual Action Plan Amendment #2**

City Manager recommending City Council approval of the Community Development Block Grant FY2021 Annual Action Plan Amendment #2 as recommended by the Community Development Advisory Commission.

**RESOLUTION** Adopting the Fiscal Year 2021 (Program Year 2020) Community Development Block Grant (CDBG) Annual Action Plan Amendment #2

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

**7. Proceedings to Direct Advertisement for Sale of \$3,720,000 Water Revenue Refunding Bonds, Series 2021C, Approval of the Preliminary Official Statement, and Approval of Electronic Bidding Procedures**

City Manager recommending City Council approval of the suggested proceedings for approving the advertisement for sale, preliminary Official Statement, and electronic bidding procedures for the \$3,720,000 Water Revenue Refunding Bonds, Series 2021C.

**RESOLUTION** Directing the advertisement for sale of \$3,720,000\* (subject to adjustment per terms of offering) Water Revenue Refunding Bonds, Series 2021C, and approving electronic bidding procedures and distribution of preliminary official statement

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

**8. Request for Work Session: Four Mounds Foundation**

City Manager requesting the City Council schedule a work session for July 19, 2021, at 5:00 p.m. on the Four Mounds Foundation and their work.

**Suggested Disposition: Receive and File; Council**

**9. Request for Work Session: Inclusive Dubuque Quarterly Update**

City Attorney requesting the City Council schedule a work session for August 16, 2021, at 5:00 p.m. for the Inclusive Dubuque Quarterly Update.

**Suggested Disposition: Receive and File; Council**

**10. Request for Work Session: Airport Master Plan Update**

City Manager requesting the City Council schedule a work session for September 20, 2021, at 5:30 p.m. to review the Airport Master Plan Update.

**Suggested Disposition: Receive and File; Council**

**COUNCIL MEMBER REPORTS**

**CLOSED SESSION**

**Professional Evaluation(s) – Chapter 21.5(1)(i) Code of Iowa**

**ADJOURNMENT**

The agenda with supporting documents may be accessed at [www.cityofdubuque.org](http://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](mailto: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

## Roll Call #

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### ITEM TITLE:

### SUMMARY:

Sprank, Buol, Jones, Roussell, Farber, Cavanagh, Resnick

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attendees who would like to speak. All comments, whether audio or written, must be accompanied by a name and address.

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**SUGGESTED  
DISPOSITION:**



**City of Dubuque  
City Council Meeting**

**Work Session - Top # 1.**

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**ITEM TITLE:** 5:30 PM - COVID-19 Pandemic Update

**SUMMARY:** City staff and network partners will provide updates on the internal and community-facing response to COVID-19.

**SUGGESTED  
DISPOSITION:**

**ATTACHMENTS:**

**Description**

COVID-19 Work Session Agenda-MVM Memo  
staff memo

**Type**

City Manager Memo  
Staff Memo



**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Agenda for July 6, 2021 City Council Work Session re COVID19 Response

**DATE:** June 30, 2021

Assistant City Manager Cori Burbach is transmitting an agenda for the July 6, 2021 Work Session on COVID-19 Response

  
Michael C. Van Milligen

MCVM:jh  
Attachment  
cc: Crenna Brumwell, City Attorney  
Cori Burbach, Assistant City Manager



**TO:** Michael C Van Milligen, City Manager  
**FROM:** Cori Burbach, Assistant City Manager  
**DATE:** June 30, 2021  
**RE:** Agenda for 7.6.21 City Council Work Session: re: COVID-19 Response

The purpose of this memo is to provide an agenda for the City Council Work Session scheduled for July 6, 2021. The presentation will provide updates from City staff and our partners on the internal and community-facing response to COVID-19.

Tentative presentation order:

5:30 pm Community COVID-19 Update & Communication Response  
Mary Rose Corrigan, Public Health Specialist

6:00 pm Community Partner Presentations  
Rick Dickinson, Greater Dubuque Development Corporation  
Jenna Manders, Community Foundation of Greater Dubuque

6:15 Q&A

6:30 Adjourn for regular Council meeting

The most up-to-date information will be shared verbally during the work session.

Thank you.

**City of Dubuque  
City Council Meeting**

**Proclamation(s) # 1.**

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**ITEM TITLE:** Summer Learning Week Proclamation (July 12-16, 2021)

**SUMMARY:** On behalf of St. Mark Youth Enrichment

**SUGGESTED  
DISPOSITION:**

**ATTACHMENTS:**

**Description**

Summer Learning Week Proclamation

**Type**

Supporting Documentation



## PROCLAMATION

WHEREAS, St. Mark Youth Enrichment has provided significant leadership in the area of community involvement in the education and well-being of our youth, grounded in the principle that quality summer programs are key to helping our children become successful adults; and Summer Learning Week is a week to reflect on the importance of keeping youth learning, safe, and healthy every summer, ensuring they return to school in the fall ready to succeed in the year ahead; and

WHEREAS, summer learning programs are proven to maintain and advance students' academic and social growth, keep children safe and healthy during the summer; and

WHEREAS, a wide array of public agencies, community-based organizations, schools, libraries, museums, recreation centers, camps, and businesses in our community contribute to the well-being of youth through summer programming; and

WHEREAS, the City of Dubuque is committed to investing in the health and safety of all young people and joyful summer learning experiences are a critical component of our collective effort to ensure Dubuque's educational recovery and that all students heal, grow and thrive through and beyond this global pandemic.

NOW THEREFORE, I, ROY BUOL, MAYOR OF THE CITY OF DUBUQUE, IOWA, ON BEHALF OF THE CITY COUNCIL, STAFF AND THE CITIZENS OF DUBUQUE, DO HEREBY PROCLAIM THE SECOND WEEK OF JULY, 2021 AS

### **"SUMMER LEARNING WEEK"**

IN THE CITY OF DUBUQUE, IOWA, AND ASK ALL CITIZENS TO ENTHUSIASTICALLY ENDORSE AND ENGAGE IN INNOVATIVE SUMMER PROGRAMS AND ACTIVITIES THAT ENSURE ALL CHILDREN HAVE THE OPPORTUNITY TO GROW AND BE SUCCESSFUL.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 6<sup>th</sup> day of July, 2021.

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Roy D. Buol, Mayor

Attest:

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Adrienne N. Breitfelder, City Clerk

Submitted by Beth McGorry, St. Mark's Youth Enrichment, [bmcgorry@stmarkyouthenrichment.org](mailto:bmcgorry@stmarkyouthenrichment.org). Accepted by Beth McGorry or Danielle Willis [dwillis@stmarkyouthenrichment.org](mailto:dwillis@stmarkyouthenrichment.org)

**City of Dubuque  
City Council Meeting**

**Consent Items # 1.**

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**ITEM TITLE:** Minutes and Reports Submitted

**SUMMARY:** City Council Proceedings of 6/21 and 6/23; Housing Commission of 6/22; Library Board of Trustees Update of 6/24; Proof of Publication for City Council Proceedings of 6/7; Proof of Publication for List of Claims and Summary of Revenues for Month Ended 5/31.

**SUGGESTED  
DISPOSITION:** Suggested Disposition: Receive and File

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
City Council Proceedings of 6/21/21	Supporting Documentation
City Council Proceedings of 6/23/21	Supporting Documentation
Housing Commission Minutes of 6/22/21	Supporting Documentation
Library Board of Trustees Update of 6/24/21	Supporting Documentation
Proof of Publication for City Council Proceedings of 6/7/21	Supporting Documentation
Proof of Publication for List of Claims / Summary of Revenues for Month Ended 5/31/21	Supporting Documentation

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

The Dubuque City Council met in regular session at 6:30 p.m. on June 21, 2021.

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](http://www.cityofdubuque.org/media), and streamed live on the City's Facebook page at [www.facebook.com/cityofdubuque](http://www.facebook.com/cityofdubuque).

Present: Mayor Buol; Council Members Cavanagh, Farber, Jones, Resnick, Roussell, Sprank; City Manager Van Milligen and 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**

**PRESENTATION(S)**

1. COVID-19 Update: Mary Rose Corrigan, Public Health Specialist for the City of Dubuque, provided an update on the COVID-19 pandemic and response activities.

**PROCLAMATION(S)**

1. Key City Pride Week Proclamation (June 21-27, 2021) was accepted by Rio Suave on behalf of Key City Pride.

2. Pollinator Week Proclamation (June 21-27, 2021) was accepted by Gina Bell on behalf of Sustainable Dubuque.

**CONSENT ITEMS**

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

1. Minutes and Reports Submitted: City Council Proceedings of 6/7; City Council Compensation Task Force of 6/9; Library Board of Trustees of 4/22; Zoning Advisory Commission of 6/2; Zoning Board of Adjustment of 5/27; Proof of Publication for City Council Proceedings of 5/17 and 5/19; Proof of Publication for List of Claims and Summary of Revenue for Month Ending 4/30. Upon motion the documents were received and filed.



2. Notice of Claims and Suits : Connor Ambrosy for vehicle damage and Joseph Moez for personal injury. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Connor Ambrosy for vehicle damage; Joseph Moez for personal injury. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: City Manager recommended City Council approval for payment of City expenditures. Upon motion the documents were received and filed, and Resolution No. 199-21 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. Resolution Appointing UMB Bank, N.A. as Substitute Paying Agent, Bond Registrar, and Transfer Agent; terminating existing Paying Agent, Bond Registrar and Transfer Agent Agreements with Wells Fargo Bank, N.A.; and Approving the Paying Agent, Bond Registrar and Transfer Agent Agreement with UMB Bank, N.A. and Authorizing Execution of the Agreement: City Manager recommended approval of the suggested proceedings to appoint UMB Bank, N.A. to serve as the successor Paying Agent, Bond Registrar, and Transfer Agent in connection with all outstanding bonds, terminate existing paying agent, bond registrar and transfer agent agreements with Wells Fargo Bank, N.A.; and approve the paying agent, bond registrar and transfer agent agreement with UMB Bank, N.A. and authorize execution of the agreement. Upon motion the documents were received and filed, and Resolution No. 200-21 Appointing UMB Bank, N.A. as Substitute Paying Agent, Bond Registrar, and Transfer Agent; Terminating Existing Paying Agent, Bond Registrar and Transfer Agent Agreements with Wells Fargo Bank, N.A.; and Approving the Paying Agent, Bond Registrar and Transfer Agent Agreement with UMB Bank, N.A. and authorizing execution of the agreement was adopted.

6. Preliminary Plat of Silver Oaks Estates No. 3: Zoning Advisory Commission recommended approval of the Preliminary Plat of Silver Oaks Estates No. 3. Upon motion the documents were received, filed and approved.

7. Preliminary Plat of Ridge View Acres: Zoning Advisory Commission recommend approval of the Preliminary Plat of Ridge View Acres. Upon motion the documents were received, filed and approved.

8. Final Plat of Schmitt Estates: Zoning Advisory Commission recommended approval of the Final Plat of Schmitt Estates, subject to waiving the lot frontage requirement for Lots 3 & 4 of Schmitt Estates; and requiring that if the private portion of Robin Hood Drive is not accepted as a public street, the property owner obtain an access easement along Block 5 & Block 6 Sherwood Park to provide access from the publicly dedicated Robin Hood Drive to the subject property. Upon motion the

documents were received and filed, and Resolution No. 201-21 Approving the Final Plat: Schmitt Estates, Dubuque County, Iowa was adopted.

9. Pre-annexation Agreement - Dennis J. and Carol A. Schmitt Estates: City Manager recommended approval of the Dennis J. and Carol A. Schmitt Pre-annexation agreement in accordance with the Fringe Area Development Standards including authorization for the Mayor to sign the agreement on behalf of the City of Dubuque. Upon motion the documents were received and filed, and Resolution No. 202-21 Approving a Pre-Annexation Agreement between the City of Dubuque, Iowa and Dennis J. and Carol A. Schmitt was adopted.

10. Authorization of the City Manager or the City Manager's Designee to File and Release Liens on Properties Participating in the Downtown Rehabilitation Loan Program: City Manager recommended approval of a resolution authorizing the City Manager or the City Manager's Designee to File and Release Liens on Properties Participating in the Downtown Rehabilitation Loan Program. Upon motion the documents were received and filed, and Resolution No. 203-21 Authorizing the City Manager or the City Manager's designee to file and release liens on properties participating in the Downtown Rehabilitation Loan Program was adopted.

11. Sculptures Recommended for Inclusion in 2021-22 Art on the River Rotating Public Art Exhibition: City Manager recommended approval of the Arts & Cultural Affairs Advisory Commission's recommendations for the 2021-22 Art on the River sculpture selections and requests the use of a portion of the existing Fiscal Year 2021 program balances to support expanding the 2021-22 exhibit from 10 to 11 sculptures. Upon motion the documents were received, filed and approved.

12. Arts Economic Impact Study Opportunity: City Manager recommended approval for Dubuque to participate in an economic impact study of the arts in Dubuque. Upon motion the documents were received, filed and approved.

13. Contracted Services Agreement - Dubuque Dream Center: City Manager recommended approval of the Contracted Services Agreement with Dubuque Dream Center for the City's financial support for Fiscal Year 2022. Upon motion the documents were received, filed and approved.

14. Contracted Services Agreement - Dubuque Area Labor-Management Council: City Manager recommended approval of the Contracted Services Agreement with the Dubuque Area Labor-Management Council for the City's financial support for Fiscal Year 2022. Upon motion the documents were received, filed and approved.

15. Contracted Services Agreement - Dubuque Main Street City Manager recommended approval of the Contracted Services Agreement with Dubuque Main Street for the City's financial support for Fiscal Year 2022. Upon motion the documents were received, filed and approved.

16. Contracted Services Agreement - The Fountain of Youth Program: City Manager recommended approval of the Contracted Services Agreement with the Fountain of Youth Program for the City's financial support for Fiscal Year 2022. Upon motion the documents were received, filed and approved.

17. Contracted Services Agreement - Greater Dubuque Development Corporation: City Manager recommended approval of the Contracted Services Agreement with the Greater Dubuque Development Corporation for the City's financial support for Fiscal Year 2022. Upon motion the documents were received, filed and approved.

18. Contracted Services Agreement – Inclusive Dubuque: City Attorney recommended approval of the Contracted Services Agreement with Inclusive Dubuque for the City's financial support for Fiscal Year 2022. Upon motion the documents were received, filed and approved.

19. Contracted Services Agreement – Community Foundation of Greater Dubuque: Project HOPE: City Attorney recommended approval of the Contracted Services Agreement with the Community Foundation of Greater Dubuque: Project HOPE for the City's financial support for Fiscal Year 2022. Upon motion the documents were received, filed and approved.

20. FY 2022 Community Development Block Grant Updated Annual Action Plan: City Manager recommended City Council approval of the updated Community Development Block Grant Annual Action Plan and direct staff to transmit this plan to the U.S. Department of Housing and Urban Development. Upon motion the documents were received and filed, and Resolution No. 204-21 Adopting the Fiscal Year 2022 (Program Year 2021) Community Development Block Grant (CDBG) Annual Action Plan for Inclusion in the City Budget was adopted.

21. Update on Rules for Use of American Rescue Plan Funds and American Rescue Plan Act Community Engagement and Strategy Sessions: City Manager provided information on the status of the City of Dubuque allocation of the federal American Rescue Plan funds. Upon motion the documents were received and filed.

22. Certification of Consistency with Consolidated Plan for Legal Aid Fair Housing Initiatives Program Grant: City Manager recommended approval of the Certification of Consistency with the Consolidated Plan for Legal Aid Fair Housing Initiatives Program. Upon motion the documents were received, filed and approved.

23. 2021 Construction Projects Impacting Traffic and Road Construction Toolkit for Businesses: City Manager provided a copy of the 2021 Construction Projects Impacting Traffic and Road Construction Toolkit for Businesses public information brochures. Upon motion the documents were received and filed.

24. Clarke Drive Fiber Project from Asbury Road to North Grandview - CIP 1002871: City Manager recommended acceptance of the construction contract for the Clarke

Drive Fiber Project from Asbury Road to North Grandview Avenue, as completed by Advanced Directional Drillers, in the final contract amount of \$88,781.00. Upon motion the documents were received and filed, and Resolution No. 205-21 Accepting the Clarke Dr Fiber from Asbury Rd to N. Grandview Project and authorizing the payment to the contractor was adopted.

25. Northwest Arterial - Pennsylvania Avenue Right Turn Lane Project: Acceptance of Public Improvement Contract - Iowa DOT Project No. CS-TSF-2100 (685)--85-31 CIP 3002675: City Manager recommended acceptance of the public improvement contract for the Northwest Arterial – Pennsylvania Avenue Right Turn Lane Improvements Project, as completed by Midwest Concrete, Inc., in the final contract amount of \$370,116.25, which is an 8.7% increase from the original contract amount of \$340,575.10. Upon motion the documents were received and filed, and Resolution No. 206-21 Accepting the Northwest Arterial - Pennsylvania Avenue Right Turn Lane Improvement Project and authorizing the final payment to the contractor was adopted.

26. Southwest Arterial Project: North Cascade Road, English Mill Road, Military Road Bridges - Bridge Railing and Decorative Concrete Post Coloring Project Iowa DOT Project No. STP-U-2100 (693)--70-31: City Manager recommended acceptance of the construction contract for the Southwest Arterial - North Cascade Road, English Mill Road, and Military Road - Local Bridge Railing and Decorative Concrete Post Coloring Project, as completed by Taylor Construction, Inc. in the final contract amount of \$530,170, which is a 0.7% decrease from the original contract amount of \$533,905.00. Upon motion the documents were received and filed, and Resolution No. 207-21 Accepting Southwest Arterial North Cascade Road, English Mill Road, and Military Road Local Bridge Railing and Decorative Concrete Post Coloring Project, Iowa DOT Project No. Stp-U-2100 (693)--70-31 and authorizing the payment to the contractor was adopted.

27. Fire Station 6 External Stairwell Addition Project: Award Construction Contract CIP: 350-2706: City Manager recommended award of the construction contract to the low bidder, Reed Construction, in the base bid amount of \$280,000, which is 19.1% below the engineer's estimate. Upon motion the documents were received and filed, and Resolution No. 208-21 Awarding the Public Improvement Contract for the Fire Station 6 External Stairwell Addition Project was adopted.

28. Dillon Street Drain Tile Project 2021: City Manager recommended that the award for the Dillon Street Drain Tile Project 2021 be officially recorded in the minutes of the City Council. Upon motion the documents were received, filed and made a Matter of Record.

29. United States Environmental Protection Agency Brownfields Multipurpose Grant Project Request to Distribute RFQ and Create an RFQ Review Committee: City Manager recommended approval to release the Request for Qualifications for professional services for the EPA Brownfields Multipurpose Grant Project and further recommended that the City Manager be authorized to negotiate and execute a final

agreement with the recommended consultant. Upon motion the documents were received, filed and approved.

30. Iowa Department of Transportation State Recreational Trail Grant Application for Bee Branch Creek Trail: Phase 2: City Manager recommended approval of a resolution authorizing submission of the application to the Iowa Department of Transportation for State Recreational Trail (SRT) grant funds for the Bee Branch Creek Trail: Phase 2 project. Upon motion the documents were received and filed, and Resolution No. 209-21 Authorizing the City's Grant Application to the State Recreational Trail Program for the Bee Branch Creek Trail: Phase 2 Project and assurance that the improvements will be maintained following completion of the project was adopted.

31. State of Iowa Federal-Aid Section 130 Railroad Grade Crossing Safety Improvements Agreement for the Construction of Activated Signals at the Railroad Crossing Located at East 14th Street: Iowa DOT Project No. RRP-RR01(205)--8A-00: City Manager recommended approval and authorization for the Mayor to execute the State of Iowa Federal-Aid Section 130 Railroad Grade Crossing Safety Improvements Agreement between the Canadian Pacific Railway, dba Dakota, Minnesota & Eastern Railroad Corporation, the Iowa Department of Transportation, and the City of Dubuque for the construction of a new activated signal systems at the East 14th Street railroad grade crossing. Upon motion the documents were received and filed, and Resolution No. 210-21 State of Iowa Federal-Aid Section 130 Railroad Grade Crossing Safety Improvements Agreement for the Construction of Activated Signals at the Railroad Crossing located at East 14th Street was adopted.

32. Signed Contract(s): Scales Mound Packet Co. dba River Cruises for Docking License Agreement; Tricon General Construction, Inc. for the Purina Drive Flood Wall Replacement Project. Upon motion the documents were received and filed.

33. 2019 and 2020 City Council Official Proceedings: City Clerk submitted the completed and indexed City Council Official Proceedings for calendar years 2019 and 2020. Upon motion the documents were received, filed and approved.

34. Alcohol and Tobacco License Applications: City Manager recommended approval of annual liquor, beer, wine and tobacco license applications as submitted. Upon motion the documents were received and filed, and Resolution No. 211-21 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. 212-21 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 Resnick to receive and file the documents, adopt the resolutions, and set the public hearings as indicated. Seconded by Farber. Motion carried 7-0.

1. 2021 Pavement Marking Project (CIP 3002245): City Manager recommended initiation of the public bidding procedure for the 2021 Pavement Marking Project, and further recommends that a public hearing be set for July 6, 2021. Upon motion the documents were received and filed, and Resolution No. 213-21 Preliminary approval of plans, specifications, form of contract, and estimated cost; setting date of public hearing on plans, specifications, form of contract, and estimated cost; and ordering the advertisement for bids was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on July 6, 2021 in the Historic Federal Building.

## **BOARDS/COMMISSIONS**

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

1. Housing Appeals and Mediation Board: One, 3-Year term through January 1, 2024. Applicant: George Cooley, 2255 Francis St. Membership Requires Balance of Landlords, Tenants and Other Interested Citizens 5 Commissioners total; currently 2 Landlords/1 Tenant/1 Interested Citizen.

Appointments were made to the following boards/commissions.

1. Arts and Cultural Affairs Advisory Commission: Three, 3-Year terms through June 30, 2024 (Expiring terms of Daugherty as At Large, Neuhaus as Business Professional Living or Working Within District, and Siegert as Business Professional). Applicants: Noelle Chesney, 1830 Links Glen Dr. - Qualifies for Business Professional and At-Large; Paula Neuhaus, 793 West 3rd St. - Qualifies for Business Professional Living or Working Within District and At-Large; Thomas Robbins, 2361 Harvest View Dr. - Qualifies for At-Large.

Motion by Jones to appoint Ms. Chesney to the Business Professional three-year term through June 30, 2024; Ms. Neuhaus to the for Business Professional Living or Working Within District three-year term through June 30, 2024; and Mr. Robbins to the At-Large three-year term through June 30, 2024. Seconded by Resnick. Motion carried 7-0.

2. Historic Preservation Commission: Two, 3-Year terms through July 1, 2024 (Vacant terms of Klavitter as \*At Large and Rapp as \*Old Main Interim). Applicants: Tim Gau 2529 Windsor Ave – Qualifies for At-Large; Alec Gustafson, 299 Main St. - Qualifies for Old Main and At-Large; John Link, 535 W 5th St. – Qualifies for At-Large. This commission is subject to the State of Iowa Gender Balance Law 9 Commissioners total; currently 2 males/2 females/5 openings. \*Openings were advertised for 90 days while non-male identifying applicants were sought in adherence with Iowa Code 69.16A Gender Balance. Additional openings on the commission are being advertised for 90 days while nonmale identifying applicants are sought in adherence with Iowa Code 69.16A Gender Balance.

Motion by Roussell to appoint Mr. Gustafson to the Old Main three-year term through July 1, 2024. Seconded by Sprank. Motion carried 7-0.

Upon roll call vote, Mr. Link was appointed to the At Large three-year term through July 1, 2024. Mr. Gau received 1 vote (Sprank), and Mr. Link received the remaining 6 votes.

3. Long Range Planning Advisory Commission: One, 3-Year term through July 1, 2024 (Expiring term of Stoffel). Applicant: Tyler Stoffel, 960 Boyer St. Motion by Resnick to appoint Mr. Stoffel to the three-year term through July 1, 2024. Seconded by Cavanagh. Motion carried 7-0.

4. Park and Recreation Advisory Commission: One, 3-Year term through July 1, 2024 (Expiring term of Tigges). Applicant: Jennifer Tigges, 4927 Wild Flower Dr. Motion by Cavanagh to appoint Ms. Tigges to the three-year term through July 1, 2024. Seconded by Sprank. Motion carried 7-0.

5. Resilient Community Advisory Commission: One, 3-Year term through July 1, 2024 (Expiring term of Hoffman). Applicant: Adam Hoffmann, 1910 Marion St. Motion by Roussell to appoint Mr. Hoffman to the three-year term through July 1, 2024. Seconded by Farber. Motion carried 7-0.

6. Zoning Advisory Commission: One, 3-Year term through July 1, 2024 (Expiring Term of Russell). Applicant: Rich Russell, 2045 Embassy West Dr. This commission is subject to the State of Iowa Gender Balance Law. 7 Commissioners total; currently 2 males/3 females/2 openings. Motion by Jones to appoint Mr. Russell to the three-year term through July 1, 2024. Seconded by Resnick. Motion carried 7-0.

## **PUBLIC HEARINGS**

1. Amending Section 16-6-4 Flood Hazard Overlay District of the Unified Development Code: Proof of publication on notice of public hearing to consider City Council approval of a request from City of Dubuque to amend Section 16-6-4 Flood Hazard Overlay District of the Unified Development Code by repealing the current ordinance and adopting a new Section 16-6-4 Flood Hazard Overlay District, and Zoning Advisory Commission recommending approval. Motion by Cavanagh to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Sprank. Planning Services Manager Wally Wernimont provided a staff report. Mr. Wernimont responded to questions from the City Council regarding how affected property owners were notified and the mortgage options for residents in both designated and non-designated flood plains. Motion carried 7-0.

Motion by Cavanagh for final consideration and passage of Ordinance No. 24-21 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by repealing Section 6-4 Flood Hazard Overlay District and enacting a new

Section 6-4 Flood Hazard Overlay District to comply with National Flood Insurance Program Requirements. Seconded by Sprank. Motion carried 7-0.

2. Amending the Planned Residential (PR) zoning district to facilitate the construction of an Administration and Outreach addition - Quasi-Judicial Rezoning: Proof of publication on notice of public hearing to consider City Council approval to amend the Planned Residential (PR) zoning district located at 3485 Windsor Ave. to facilitate the construction of an Administration and Outreach addition, and Zoning Advisory Commission recommending approval. Motion by Cavanagh to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Jones. Planning Services Manager Wally Wernimont provided a staff report. Motion carried 7-0.

Motion by Cavanagh for final consideration and passage of Ordinance No. 25-21 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, rescinding Ordinance 36-19 and approving an amended Conceptual Development Plan for the Padre Pio Health Care Center and Assisi Village Planned Unit Development. Seconded by Farber. Motion carried 7-0.

3. Jule Public Hearing Iowa Department of Transportation's Consolidated Funding Application: Proof of publication on notice of public hearing to consider City Council approval of the annual Consolidated Funding Application as submitted to the Iowa Department of Transportation, and approval of signature on the Certificate of Cost Allocation Plan and Authorizing Resolution, and City Manager recommending approval. Motion by Roussell to receive and file the documents and adopt Resolution No. 214-21 Authorizing Resolution: Approval of Consolidated Funding Application to Iowa DOT. Seconded by Resnick. Motion carried 7-0.

4. Public Hearing on the Issuance of Not to Exceed \$3,800,000 Water Revenue Refunding Bonds, Series 2021C: Proof of publication on notice of public hearing to consider City Council approval of the suggested proceedings for the public hearing on the issuance of not to exceed \$3,800,000 in Water Revenue Refunding Bonds, Series 2021C, and City Manager recommending approval. Motion by Cavanagh to receive and file the documents and adopt Resolution No. 215-21 Instituting proceedings to take additional action for the issuance of not to exceed \$3,800,000 Water Revenue Refunding Bonds. Seconded by Roussell. Responding to a question from the City Council, City Manager Van Milligen stated that Moody's upgrade is unsurprising based on the City Council being strategic with City funds. Motion carried 7-0.

5. Grant of Easement to Ehrlich Properties, L.L.C.: Proof of publication on notice of public hearing to consider City Council approval of the Grant of Retaining Wall Easement to Ehrlich Properties, L.L.C. for a private retaining wall over City owned right-of-way property on Helen Ridge Court in North Grandview Estates No. 2 as part of the North Grandview Estates development project, and City Manager recommending approval. Motion by Farber to receive and file the documents and adopt Resolution No. 216-21 Disposing of city interest by Grant of Retaining Wall Easement to Ehrlich



Properties, L.L.C. across part of the Helen Ridge Court right of way in North Grandview Estates No. 2, City of Dubuque, Iowa; and Resolution No. 217-21 Granting a Retaining Wall Easement to Ehrlich Properties, L.L.C. across part of the Helen Ridge Court right of way in North Grandview Estates No. 2, City of Dubuque, Iowa. Seconded by Resnick. Motion carried 7-0.

6. Corps of Engineers Acceptance of Consent to Easement Structures: Proof of publication on notice of public hearing to consider City Council approval of the Corps of Engineers Acceptance of Consent to Easement Structures, and City Manager recommending approval. Motion by Resnick to receive and file the documents and adopt Resolution No. 218-21 Disposing of an Interest in Real Estate through Agreement with the Army Corps of Engineers. Seconded by Roussell. Motion carried 7-0.

### **Public Input**

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

### **ACTION ITEMS**

1. John F. Kennedy Road Sidewalk Installation Project 2021 (CIP 3002773): City Manager recommended City Council rescission of Resolution Nos. 187-21, 188-21, 189-21 and 190-21, resulting in the cancellation of the current public bidding process for the John F. Kennedy Road Sidewalk Installation Project, and approving City staff to apply for a \$190,000 Transportation Alternatives Program (TAP) grant through the Dubuque Metropolitan Area Transportation Study (DMATS). Motion by Roussell to receive and file the documents and adopt Resolution No. 219-21 Rescinding Resolution Nos. 187-21, 188-21, 189-21, 190-21; and Resolution No. 220-21 Authorizing the City's Grant Application to the Transportation Alternatives Program for the John F. Kennedy Sidewalks Installation Project and assurance that the improvements will be maintained following completion of the project. Seconded by Jones. City Council thanked city staff for their work and expressed support for applying for the TAP grant. Responding to a question from the City Council, City Manager Van Milligen stated that obtaining the TAP grant will cover the entire cost of the retaining wall, therefore decreasing the residents' assessments. City Manager Van Milligen stated that city staff will bring the final cost calculations to City Council once confirmed. Motion carried 7-0.

2. City Council Salary Compensation Task Force Recommendation: City Council Compensation Task Force submitted its recommendation for Mayor and City Council Member salaries effective January 1, 2022. Motion by Resnick to receive and file the documents and refer to the City Council. Seconded by Cavanagh. City Council expressed support for the salary increases due to the number of hours involved in City Council service and to eliminate barriers to serving. The City Council also expressed support for the process and thanked the City Council Compensation Task Force for their time and efforts. Responding to a question from the City Council, City Attorney

Brumwell stated that this compensation process occurs every time the majority of City Council members are up for election. Responding to a question from the City Council, City Manager Van Milligen stated the proposed salary increase will have minimal impact on the city's budget. Per suggestion from City Clerk Breitfelder, Council Member Resnick amended the motion to receive and file the information, concur with the recommendation, and direct city staff to present an ordinance reflecting the compensation changes. Seconded by Cavanagh. Motion carried 7-0.

3. Code of Conduct: City Attorney recommended the City Council pass a resolution adopting the Code of Conduct. Motion by Sprank to receive and file the documents and adopt resolution No. 221-21 Adopting a City Council Code of Conduct. Seconded by Jones. City Council expressed support for the guide and stated that the guide was one of City Council's goals. Motion carried 7-0.

4. Contracted Services Agreement - Travel Dubuque/Dubuque Area Convention and Visitors Bureau: City Manager recommended approval of the Contracted Services Agreement with the Travel Dubuque/Dubuque Area Convention and Visitors Bureau for the City's financial support for Fiscal Year 2022. Motion by Jones to receive and file the documents and approve the agreement. Seconded by Cavanagh. Motion carried 7-0.

5. Amending City Ordinance 9-7-321.285 (C) Speed Limit Reduction – Seippel Road from U.S Highway 20 to Old Highway Road: City Manager recommended an amendment to City Ordinance 9-7-321.285 (C) that reduces the speed limit from 45 mph to 35 mph on Seippel Road from U.S. Highway 20 to Old Highway Road. Motion by Cavanagh to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Roussell. Motion carried 7-0.

Motion by Cavanagh for final consideration and passage of Ordinance No. 26-21 Amending City of Dubuque Code of Ordinances Title 9 Motor Vehicles and Traffic, Chapter 7 Operation, Division 5 Speed Restrictions, Section 9-7-321.285 Limits Generally by amending the speed limit for a portion of Seippel Road from 45 M.P.H. to 35 M.P.H. Seconded by Roussell. Motion carried 7-0.

6. City Council Hybrid Meetings in Council Chambers: City Clerk transmitted information for City Council returning to Council Chambers for City Council meetings starting July 6, 2021. Motion by Cavanagh to receive and file the information and refer to the City Council. Seconded by Resnick. City Council collectively agreed that they should follow CDC guidance by not wearing masks in Council Chambers due to being vaccinated. After discussing the various options for public input, City Council agreed that members of the public can attend City Council meetings and remain in Council Chambers throughout the entire meeting unless Council Chambers reaches the maximum capacity as determined by city staff. If Council Chambers reach capacity, then city staff may impose restrictions, such as only allowing people with business for the City Council in Council Chambers or requesting people exit Council Chambers at the conclusion of the item they are speaking about. Per suggestion from City Clerk

Breitbart, Council Member Cavanagh amended his motion to receive and file the documents and approve the recommendations while incorporating the updates discussed by the City Council. Seconded by Resnick. Motion carried 7-0.

7. Request for Work Session: Black Hills Energy Project Updates: Black Hills Energy requested the City Council schedule a work session for Monday, August 16, 2021 at 5:30 p.m. to receive updates on recent projects and potential partnerships that support the City's climate action goals. Motion by Resnick to receive and file the documents and schedule the work session as recommended. Seconded by Farber. No schedule conflicts were expressed. Motion carried 7-0.

### **Council Member Reports**

Council Member Farber reported on attending a Sister City Committee meeting and the committee's plans to host a photo exhibit in October.

Council Member Resnick reported on recent downtown recovery efforts in the North End and on attending the Juneteenth Celebration in Comiskey Park.

Council Member Jones reported on the Dubuque Racing Association (DRA) approving Alan Dickson to the Director of Operations role. Council Member Jones also reported on the upcoming Major League Baseball (MLB) game at the Field of Dreams and the positive economic impact the event will have on Dubuque.

Council Member Sprank thanked Ernest Jackson and his team for hosting the Juneteenth Celebration. Mr. Sprank also reported on the Comiskey Park remodel, Liberty Recovery House, and the Pride Parade scheduled for Saturday.

Council Member Roussell also reported on attending the Juneteenth Celebration.

Mayor Buol encourage people to get vaccinated, stating that the new variants of the COVID-19 virus are worrisome to the medical community.

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

Adrienne N. Breitbart  
City Clerk

1t 6/30

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

The Dubuque City Council met in special session at 5:00 p.m. on June 23, 2021, in the Jule Operations and Training Center, East View Conference Room 2.

Present: Mayor Buol (via phone); Council Members Cavanagh, Farber, Jones, Resnick, Roussell, Sprank; City Manager Van Milligen, and 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 Closed Session pursuant to Chapter 21.5(1)(i) Code of Iowa.

**CLOSED SESSION**

Motion by Roussell to convene in closed session at 5:02 p.m. to discuss professional evaluations – Chapter 21.5(1)(i) Code of Iowa. Seconded by Farber. Motion carried 7-0.

Upon motion, the City Council reconvened in open session at 7:13 p.m.

There being no further business, Mayor Buol declared the meeting adjourned at 7:14 p.m.

/s/Adrienne N. Breitfelder  
City Clerk

1t 6/30

## MINUTES FOR HOUSING COMMISSION MEETING

**DATE:** Tuesday, June 22, 2021  
**TIME:** 4:00 p.m.  
**PLACE:** Housing and Community Development Department  
350 West 6<sup>th</sup> Street, Room 250; Dubuque, IA 52001

Chairperson Rick Baumhover called the meeting to order at 4:01 p.m. following staff assurance of compliance with Iowa Open Meeting Law.

Commissioners Present:	Rick Baumhover	Jeff Lenhart
	Michelle Becwar	Cynthia Washington (arrival 4:03 p.m.)
	Janice Craddieth (arrival 4:03 p.m.)	Gail Weitz
	Hilary Dalton	Margie White
	Amy Eudaley (arrival 4:33 p.m.)	Sam Wooden

Commissioners Absent: *None*

Staff Present:	Alexis Steger (arrival 4:12 p.m.)	Hollie Ohnesorge
	Gina Hodgson	Cate Richter
	Tonya England	

Public Present: *None*

### **Certification of Minutes – May 11, 2021 Housing Commission Meeting**

Commissioner Hilary Dalton moved to approve the Minutes for the May 11, 2021 Housing Commission Meeting. Commissioner Michelle Becwar seconded. Roll call. Nine (9) in favor. Motion passed.

### **Correspondence/Public Input**

*None*

### **New Business**

- a. Announcement of Newly Appointed Assisted Housing Coordinator, Hollie Ohnesorge

Gina Hodgson, Assisted Housing Supervisor, reported Cate Richter, the current Assisted Housing Coordinator, will be retiring on July 2, 2021. Hollie Ohnesorge, who has been with the City of Dubuque for 8 years, is the newly appointed Assisted Housing Coordinator; she has been training with Richter over the past few weeks.

- b. Possible Conversion of Housing Choice Vouchers into Project Based Vouchers

Hodgson explained a developer is planning to apply for the National Housing Trust Fund; this will provide housing for households at 30% or less median income. The Housing & Community Development Department is looking for input and approval from the Housing Commission to convert up to seventeen (17) Housing Choice Vouchers into Project Based Vouchers. The vouchers will be tied to units at one location on the 17<sup>th</sup> block of Central Avenue. The Rose of Dubuque is currently the only property that offers the Project Based Voucher program. The Department will work with CSEI to obtain referrals of homeless families through a coordinated entry system.

Commissioner Gail Weitz moved to approve the conversion of the Housing Choice Vouchers to Project Based Vouchers. Commissioner Janice Craddieth seconded. Roll call. Eight (8) in favor. Motion passed.

## MINUTES FOR HOUSING COMMISSION MEETING

### c. Eviction & Funding Updates Post-COVID

Commissioner Gail Weitz stated approximately 800 households in Dubuque are behind on their payments for water utilities. Alexis Steger, Department Director, reported an attempt was made to identify those affected by COVID-19. Steger stated they have sent direct mailings to families that have been identified. They are looking at the forgiveness of some delinquent accounts. Also, they plan to team with HACAP, Community Foundation, and Catholic Charities to target families who will not receive a forgiveness for a delinquent account; a direct mailing will be sent with shut-off notices. (Delinquent account is defined as an account where \$125 or more is owed or two (2) or more utility bills are past due.)

*No action was required.*

### **Reports**

#### a. Assisted Housing Waiting List Statistical Summary

Richter stated there are a total of 57 applicants on the waiting list for the Housing Choice Voucher (HCV) program. Twenty-five applicants were placed on the HCV Waiting List during February 2021 and another twenty-five (25) applicants were added in May 2021. The remaining seven (7) applicants were pulled from the HCV Waiting List but placed back on it due HUD's notification that there was a slight shortfall in funding.

#### b. Housing Choice Voucher Participant Statistical Summary

Richter reported the Housing Choice Voucher Participant Summary showed the number of participants increased from 911 to 912 from April 1, 2021 to May 1, 2021.

#### c. Denial/Termination Meeting Results - -- no report available due to early May meeting

Richter shared there were no reviews for denial of assistance for applicants for May nor June. For participants, there were seven (7) reviews in May and three (3) reviews in June; one of the reviews in June was not included on the report.

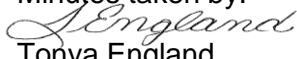
### **Information Sharing**

- a. The Community Development Advisory Commission met on June 16, 2021; they reviewed block grant applications and confirmed the Community Annual Performance Evaluation Report (CAPER) completion for FY2019.
- b. Flyers are available in City Hall that shows the funding available for those who are behind in their rent or utilities.

### **Adjournment**

There being no further business to come before the Commission, Commissioner Sam Wooden moved to adjourn the meeting. Commissioner Jeff Lenhart seconded. Motion passed by voice vote. Meeting adjourned at 4:39 p.m.

Minutes taken by:

  
Tonya England  
Recording Secretary

Respectfully Submitted:

  
Gina Hodgson  
Assisted Housing Supervisor

*Carnegie-Stout Public Library  
Library Board of Trustees Update  
From the Meeting June 24, 2021*

Present: Christy Monk, President; Pam Mullin, Vice-President; Rosemary Kramer, Secretary, and Trustees, Robert Armstrong, Greg Gorton, Victor Lieberman, and Patty Poggemiller.

- The Board approved library expenditures.
- May marked 92% of the fiscal year lapsing. Expenditures were at 76% and revenue was at 126% of projections.
- May saw an increase in visits and circulation. Curbside visits were down to 86 total.
- During May, the Overdrive digital reading app 'Libby' was marketed to patrons. We saw an 8% bump in eBook circulation over April.
- Partnership with the Dubuque Museum of Art regarding programming reflecting a fall exhibit for *Vietnam: The Real War* is beginning to take shape. Several copies of *The Things They Carried* will be ordered and plans for a movie screening of *The War and Peace of Tim O'Brien* with a visit from the filmmaker Aaron Mathews are being discussed.
- The library board voted to permit in-person programming, effective immediately, at staff discretion. Scheduled virtual or outdoor programs will not be affected, but as staff begin to plan programming for the fall, the options are more open.
- A vacant full-time Library Aide position in Youth Services, with a specific focus on outreach, will be filled beginning July 6. Interviews are underway for a full-time Teen Services Library Aide as well as several library clerks.
- Premier Bank Grant awarded Carnegie-Stout \$1500 to support Art @ Your Library. Several other grants were applied for more updates as we discover outcomes. Awaiting the status of several other grant applications.
- To meet State Library of Iowa accreditation standards, Board Training initiatives began in the form of reviewing Trustee by-laws and the Trustee policy.

*Library Board of Trustees*



Christy Monk, Board President  
Pam Mullin, Vice-President  
Rosemary Kramer, Board Secretary  
Robert Armstrong  
Greg Gorton  
Victor Lieberman  
Patty Poggemiller



Nick Rossman, Library Director

**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:

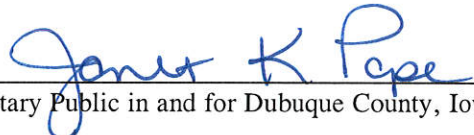
06/16/2021

and for which the charge is 447.85

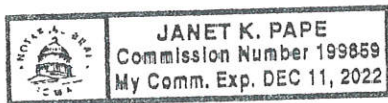
  
\_\_\_\_\_

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

this 21st day of June, 2021

  
\_\_\_\_\_

Notary Public in and for Dubuque County, Iowa.





Ad text : CITY OF DUBUQUE, IOWA  
CITY COUNCIL PROCEEDINGS  
REGULAR SESSION

The Dubuque City Council met in regular session at 6:30 p.m. on June 7, 2021.

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](http://www.cityofdubuque.org/media), and streamed live on the City's Facebook page at [www.facebook.com/cityofdubuque](http://www.facebook.com/cityofdubuque).

Present: Mayor Buol; Council Members Cavanagh, Farber, Jones, Resnick, Roussell, Sprank; City Attorney Brumwell. City Manager Van Milligen experienced technical difficulties at the beginning of the meeting and was able to join the meeting at 6:34 p.m.

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.

City Clerk Breittfelder stated for the record that Action Item No. 8 on the agenda, Proposed Ordinance Amendment to Incorporate Rent Abatement and Escrow Accounts, was removed from the meeting at the request of the City Manager.

PLEDGE OF ALLEGIANCE

PRESENTATION(S)

1. COVID-19 Update: Mary Rose Corrigan, Public Health Specialist for the City of Dubuque, provided an update on the COVID-19 pandemic and response activities. Ms. Corrigan responded to questions from the City Council following her presentation.

CONSENT ITEMS

Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated. Council Member Jones requested Item Nos. 12, 13, and 15 be held for separate discussion. Council Member Resnick amended his motion to receive and file the documents, adopt the resolutions, and dispose of as indicated except for Item Nos. 12, 13, and 15. Seconded by Jones. Motion carried 7-0.

1. Minutes and Reports Submitted: City Council Proceedings of 5/17 and 5/19; Cable TV Commission of 3/10; Community Development Advisory Commission of 5/19; Housing Commission of 5/11; Human Rights Commission of 4/12; Library Board of Trustees of 5/27; Proof of Publication for City Council Proceedings of 5/3. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Jacqueline Clasen for personal injury; Steve Haferbecker for property damage; Mediacom/PRG for property damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Jacqueline Clasen for personal injury; Steve Haferbecker for property damage; Mediacom/PRG for property damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: City Manager recommended City Council approval for payment of City expenditures. Upon motion the documents were received and filed, and Resolution No. 176-21 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. Resolution Approving Fund Transfers for Capital Projects and Other Expense

Reimbursements in Fiscal Year 2021: City Manager recommended approval of the suggested proceedings approving a transfer of funds for capital projects and other expense reimbursements.

Upon motion the documents were received and filed, and Resolution No. 177-21 Authorizing the Director of Finance and Budget to make the appropriate interfund transfers of sums and record the same in the appropriate manner for the FY 2021 for the City of Dubuque, Iowa was adopted.

6. 2021 Asphalt Overlay Ramp Project 4: City Manager recommended award of the 2021 Asphalt Overlay Ramp Project 4 construction contract to the low bidder, Tschiggfrie Excavating Co., in the amount of \$159,452.10, which is 1.91% below the engineers estimate. Upon motion the documents were received and filed, and Resolution No. 178-21 Awarding the Public Improvement Contract for the 2021 Asphalt Overlay Ramp Project 4 was adopted.

7. Grant Report for Fiscal Year 2020 CLG Grant for Continued Preservation Planning at Eagle Point Park: City Manager recommended approval of a grant report for the Phase I Archaeological Survey at Eagle Point Park, made possible through a \$10,000 grant from the Certified Local Government grant program by the State Historic Preservation Office, under the Iowa Department of Cultural Affairs. Upon motion the documents were received, filed and approved.

8. Four Mounds Parking & Accessibility Improvements: City Manager recommended that the award for the Four Mounds Parking & Accessibility Improvements Project be officially recorded in the minutes of the City Council. Upon motion the documents were received, filed and made a Matter of Record.

9. 2021 Asphalt Overlay Access Ramp Project 1: City Manager recommended acceptance of the construction contract for the 2021 Asphalt Overlay Access Ramp Project 1, as completed by D & D Concrete, Inc., in the final contract amount of \$124,435.10, which is a 19.17% increase over the original contract amount of \$104,418.00. Upon motion the documents were received and filed, and Resolution No. 179-21 Accepting the 2021 Asphalt Overlay Access Ramp Project 1 and authorizing the final payment to the contractor was adopted.

10. 2021 Water Quality Report Public Information Brochure: City Manager provided a copy of the 2021 Water Quality Report public information brochure. Upon motion the documents were received and filed.

11. Public Works Tipper Carts Public Information Postcard: City Manager provided a copy of the Public Works tipper cart public information postcard. Upon motion the documents were received and filed.

12. Sustainable Community Coordinator Gina Bell featured in bizTimes: City Manager provided a copy of the April 2021 issue of bizTimes in which Sustainable Community Coordinator Gina Bell is featured. Council Member Jones recognized Ms. Bell and Ms. Hunter (Item No. 13) for their involvement in the community. Motion by Jones to receive and file Item Nos. 12 and 13. Seconded by Resnick. Motion carried 7-0.

13. Multicultural Family Center Director Jacqueline Hunter featured in Iowa Natural Heritage Magazine: City Manager

provided a copy of the Spring 2021 issue of Iowa Natural Heritage in which Multicultural Family Center Director Jacqueline Hunter is featured. Upon motion with Item No. 12 the documents were received and filed.

14. Local College Access Network Grant: City Attorney recommended approval to submit a letter of support of the Community Foundation of Greater Dubuques application for a Year IV Local College Access Network Grant from the Iowa Student Aid Commission. Upon motion the documents were received, filed and approved.

15. Bill Blum Memorial Resolution: Senior Counsel requested the City Council receive and file a Memorial Resolution for the Dubuque County Bar Association Memorial Service for Bill Blum, who served in the City Attorneys Office for thirty-three years and passed away May 31, 2021. Council Member Jones commemorated Mr. Blum and his service to the city. Motion by Jones to receive and file the documents and that the Memorial Resolution be read. Seconded by Resnick. City Attorney Brumwell read the Memorial Resolution. Motion carried 7-0.

16. First Amendment to Development Agreement between the City of Dubuque and Affordable Housing Network, Inc.: Senior Counsel recommended adoption of a resolution approving the First Amendment to Development Agreement between the City of Dubuque and Affordable Housing Network, Inc. Upon motion the documents were received and filed, and Resolution No. 180-21 Approving the First Amendment to Development Agreement between the City of Dubuque, Iowa and Affordable Housing Network, Inc. was adopted.

17. Dissolution of America's River Corporation: City Manager recommended approval of the Joint Written Action of the Members of Americas River Corporation, an Iowa non-profit corporation. Upon motion the documents were received, filed and approved.

18. Letter of Support for Kretschmer, LLC's Project at 220 E. 9th Street to Iowa Economic Development Authority's Grayfield Tax Credit Program: City Manager transmitted a letter of support provided to Kretschmer, LLC for their application to the Iowa Economic Development Authority for Grayfield Tax Credits to redevelop the property at 220 E. 9th Street, which is a partially vacant and underutilized former manufacturing facility. Upon motion the documents were received and filed.

19. Close Out of Business Assistance Contract 14-DF/TC-015 for Progressive Processing, LLC: City Manager transmitted information to inform the City Council that the terms of a Business Assistance Contract from the Iowa Economic Development Authority to Progressive Processing, LLC have been satisfied, and the contract has been closed out by the State. Upon motion the documents were received and filed.

20. Request to Use FY21 Arts & Culture Grant Program Balances for New, Non-Recurring Creative Resiliency Funding Program for Local Arts and Culture Nonprofits: City Manager recommended approval to utilize the remaining FY21 balances of the Arts and Culture Operating Support and Special Projects grant programs in the amount of \$23,311 to offer a new, one-time Creative Resiliency funding opportunity for Dubuque-based arts and culture nonprofits. Upon motion the documents were received, filed and approved.

21. Signed Contract(s): Platinum Hospitality Group, LLC Fourth Amendment to Facility Management Agreement. Upon motion

the documents were received and filed.

22. Pre-Annexation Agreement - Vendors Unlimited Corporation: City Manager recommended approval of a Pre-Annexation Agreement with Vendors Unlimited Corporation, for nine lots of property located in Wildflower Ridge Subdivision located off of Kennedy Road in Dubuque County, in conjunction with their request to connect to City water. Upon motion the documents were received and filed, and Resolution No. 181-21 Approving a Pre-Annexation Agreement between the City of Dubuque, Iowa and Vendors Unlimited Corporation was adopted.

23. Pre-Annexation Agreement - Marty J. and Dawn Wagner: City Manager recommended approval of a Pre-Annexation Agreement with Marty J. and Dawn Wagner, for property located at 10906 Cascade Drive, in conjunction with their request to connect to City water. Upon motion the documents were received and filed, and Resolution No. 182-21 Approving a Pre-Annexation Agreement between the City of Dubuque, Iowa and Marty J. and Dawn Wagner was adopted.

24. Alcohol License Applications: City Manager recommended approval of annual liquor, beer, and wine license applications as submitted. Upon motion the documents were received and filed, and Resolution No. 183-21 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 was adopted.

#### ITEMS SET FOR PUBLIC HEARING

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

1. Proceedings to Set Public Hearing on the Issuance of Not to Exceed \$3,800,000 Water Revenue Refunding Bonds, Series 2021C: City Manager recommended that a public hearing be set for June 21, 2021, on the proposition of selling not to exceed \$3,800,000 in Water Revenue Refunding Bonds, Series 2021C. Upon motion the documents were received and filed, and Resolution No. 184-21 Fixing date for a meeting on the proposition of the issuance of not to exceed \$3,800,000 Water Revenue Refunding Bonds of the City of Dubuque, State of Iowa, and providing for publication of notice thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on June 21, 2021 conducted virtually.

2. Corps of Engineers Acceptance of Consent to Easement Structures: City Manager requested the City Council set a public hearing for June 21, 2021, concerning the Corps of Engineers Acceptance of Consent to Easement Structures. Upon motion the documents were received and filed, and Resolution No. 185-21 Setting date of public hearing on the Agreement with the Army Corps of Engineers Consent to Easement Structures was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on June 21, 2021 conducted virtually.

3. Grant of Easement to Ehrlich Properties, L.L.C.: City Manager recommended the City Council set a public hearing for June 21, 2021 to consider the Grant of Retaining Wall Easement to Ehrlich Properties, L.L.C. for a private retaining wall over City owned right-of-way property on Helen Ridge Court in North Grandview Estates No. 2 as part of the North Grandview Estates development project. Upon motion the documents were received and filed, and Resolution No. 186-21 Intent to

dispose of City interest by Grant of Retaining Wall Easement to Ehrlich Properties, L.L.C. across part of the Helen Ridge Court Right of Way in North Grandview Estates No. 2, City of Dubuque, Iowa was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on June 21, 2021 conducted virtually.

4. John F. Kennedy Road Sidewalk Installation Project: City Manager recommended initiation of the public bidding procedure for the 2021 John F. Kennedy Road Sidewalk Project, and further recommends that a public hearing be set for July 6, 2021. Upon motion the documents were received and filed, and Resolution No. 187-21 John F. Kennedy Road Sidewalk Installation Project 2021: 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; Resolution No. 188-21 Approving the preliminary plats, schedule of assessments and estimate of total cost for the John F. Kennedy Road Sidewalk Installation Project 2021; Resolution No. 189-21 Resolution of necessity for the John F. Kennedy Road Sidewalk Installation Project 2021; and Resolution No. 190-21 Fixing date of public hearing on resolution of necessity were adopted setting a public hearing for a meeting to commence at 6:30 p.m. on July 6, 2021, scheduled to be conducted in the Historic Federal Building with the option to participate virtually.

5. Chavenelle Road - Northwest Arterial to Radford Road Reconstruction Project City Manager recommending initiation of the public bidding procedure for the Chavenelle Road Northwest Arterial to Radford Road Reconstruction Project, and further recommends that a public hearing be set for July 6, 2021. Upon motion the documents were received and filed, and Resolution No. 191-21 Chavenelle Road NW Arterial to Radford Road Reconstruction Project: preliminary approval of plans, specifications, form of contract, and estimated cost; setting date of public hearing on plans, specifications, form of contract, and estimated cost; and ordering the advertisement for bids; Resolution No. 192-21 Approving the preliminary plats, schedule of assessments and estimate of total cost for the Chavenelle Road NW Arterial to Radford Road Reconstruction Project; Resolution No. 193-21 Resolution of necessity for the Chavenelle Road NW Arterial to Radford Road Reconstruction Project; and Resolution No. 194-21 Fixing date of public hearing on resolution of necessity were adopted setting a public hearing for a meeting to commence at 6:30 p.m. on July 6, 2021, scheduled to be conducted in the Historic Federal Building with the option to participate virtually.

[Due to the ongoing COVID-19 pandemic, the City Council will meet virtually through GoToMeeting for the June 21, 2021 City Council Meeting. The City Council is tentatively scheduled to return to meeting in the Historic Federal Building on July 6, 2021 and will continue offering virtual viewing and public input options. 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](mailto: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. Applicant appointments will be made at the next City Council meeting.

City Clerk Breitfelder stated that Peggy Jackson, an applicant for the Arts and Cultural Affairs Advisory Commission, was ineligible for the commission due to not having a City of Dubuque address. Ms. Jackson was notified of her ineligibility and her application will be removed before the June 21, 2021 appointments.

1. Arts and Cultural Affairs Advisory Commission: Three, 3-Year terms through June 30, 2024 (Expiring terms of Daugherty as At Large, Neuhaus as Business Professional Living or Working Within District, and Siegert as a Business Professional). Applicants: Noelle Chesney, 1830 Links Glen Dr. - Qualifies for Business Professional and At-Large; Peggy Jackson, 16078 Frontier Ct. - Qualifies for Business Professional Living or Working Within District and At-Large; Paula Neuhaus, 793 West 3rd St. - Qualifies for Business Professional Living or Working Within District and At-Large; Thomas Robbins, 2361 Harvest View Dr. - Qualifies for At-Large. Mr. Robbins and Ms. Chesney spoke in support of their appointments and provided a brief biography.

2. Historic Preservation Commission: Two, 3-Year terms through July 1, 2024 (Vacant terms of Klavitter as At Large and Rapp as Old Main Interim). Applicants: Tim Gau 2529 Windsor Ave. Qualifies for At-Large; Alec Gustafson, 299 Main St. - Qualifies for Old Main and At-Large; John Link, 535 W 5th St. Qualifies for At-Large This commission is subject to the State of Iowa Gender Balance Law. 9 Commissioners total; currently 2 males/2 females/5 openings \*Openings were advertised for 90 days while non-male identifying applicants were sought in adherence with Iowa Code 69.16A Gender Balance. \*\*Additional openings on the commission are being advertised for 90 days while nonmale identifying applicants are sought in adherence with Iowa Code 69.16A Gender Balance. Mr. Gustafson spoke in support of his appointment and provided a brief biography.

3. Long Range Planning Advisory Commission: One, 3-Year term through July 1, 2024 (Expiring term of Stoffel). Applicants: Tyler Stoffel, 960 Boyer St.

4. Park and Recreation Advisory Commission: One, 3-Year term through July 1, 2024 (Expiring term of Tigges). Applicants: Jennifer Tigges, 4927 Wild Flower Dr.

5. Resilient Community Advisory Commission: One, 3-Year term through July 1, 2024 (Expiring term of Hoffmann). Applicant: Adam Hoffmann, 1910 Marion St.

6. Zoning Advisory Commission: One, 3-Year term through July 1, 2024 (Expiring Term of Russell). Applicant: Rich Russell, 2045 Embassy West Dr. This commission is subject to the State of Iowa Gender Balance Law. 7 Commissioners total; currently 2 males/3 females/2 openings

#### PUBLIC HEARINGS

1. Bee Branch Railroad Culvert Trail Project: Proof of publication on notice of public hearing to consider City Council approval of the plans, specifications, form of contract and construction estimate of \$554,001 for the Bee Branch Railroad Culvert Trail Project, and City Manager recommended approval. Motion by Cavanagh to receive and file the documents and adopt Resolution No. 195-21 Approval of

plans, specifications, form of contract, and estimated cost for the Bee Branch Railroad Culvert Trail Project. Seconded by Sprank. Motion carried 7-0.

2. Fire Station 6 External Stairwell Addition Project

Request to Initiate Construction Bidding: Proof of publication on notice of public hearing to consider City Council approval of the plans, specifications, form of contract and the estimated cost of \$395,100 for the Fire Station 6 External Stairwell Addition Project, and City Manager recommended approval. Motion by Jones to receive and file the documents and adopt Resolution No. 196-21 Approval of plans, specifications, form of contract, and estimated cost for the Fire Station 6 External Stairwell Addition Project. Seconded by Roussell. City Council expressed support for the project and summarized the necessity of both the fire station and the project. Motion carried 7-0.

PUBLIC INPUT

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

ACTION ITEMS

1. Greater Dubuque Development Corporation - Quarterly Update: President and CEO Rick Dickinson presented the quarterly update on the activities of the Greater Dubuque Development Corporation (GDDC). Highlights included: job statistics; planned hiring of a Workforce Solutions Coordinator; recent hiring of Jason White as Vice President of Business Services; recent awards received by GDDC; Greater Dubuque 2022 Campaign; and the Annual Meeting scheduled for July 8, 2021. Mr. Dickinson also spoke in favor of Action Item No. 5 on the agenda. Following the presentation, Mr. Dickinson responded to a question from the City Council about strategies for filling workforce shortages. Motion by Resnick to receive and file the information. Seconded by Sprank. Motion carried 7-0.

2. Dubuque Metropolitan Area Transportation Study (DMATS) 2050 Long Range Transportation Plan: Chandra Ravada, Director of Transportation and Transit Services for the East Central Intergovernmental Association (ECIA), made a presentation on the Dubuque Metropolitan Area Transportation Study (DMATS) 2050 Long Range Transportation Plan. Topics included: What is DMATS?; Organizations Represented on the Board; What is the DMATS Long Range Transportation Plan?; Existing Conditions Examples; Future Forecast; and Projects. Council Members stated that all City Council Members are part of the DMATS Policy Committee and have opportunities to provide input to the plan through the committee. Motion by Roussell to receive and file the information and view the presentation. Seconded by Farber. Motion carried 7-0.

3. Dollars & Cents Public Information Brochure: City Manager provided a copy of the Fiscal Year 2022 Dollars & Cents public information brochure. Motion by Cavanagh to receive and file the information. Seconded by Roussell. City Council Members complimented the brochure and thanked City staff for their efforts in creating it. Motion carried 7-0.

4. Memorandum of Understanding - City Water Service to Wildflower Ridge Residential Subdivision: City Manager recommended execution of a Memorandum of Understanding (MOU)

with Vendors Unlimited Corporation (Wildflower Ridge residential subdivision) for the connection of Wildflower Ridges water distribution system to the City of Dubuques water system; and render it compliant with IDNR regulations and City of Dubuque standards. Motion by Roussell to receive and file the documents and adopt Resolution No. 197-21 Approving a Memorandum of Understanding between the City of Dubuque and Vendors Unlimited Corporation for improvements and connection to its water distribution system. Seconded by Sprank. Motion carried 7-0.

5. Downtown Parking Structure: Purchase of Hendricks Feed & Seed Co., Inc: City Manager recommended that the attached resolution approving the Offer to Buy Real Estate and Acceptance for the purchase of Hendricks Feed & Seed Co., Inc. be submitted to the City Council for consideration and adoption. Motion by Roussell to receive and file the documents and adopt Resolution No. 198-21 Approving an offer to buy real estate and acceptance for the purchase of Hendricks Feed & Seed Co., Inc. for the construction of a downtown parking structure. Seconded by Farber. City Council expressed support of the purchase, stating that extensive work went into the proposal and that the buildings located on the property will remain intact. At the request of City Council, City Attorney Brumwell summarized the purpose of closed sessions for purchase or sale of real estate. City Attorney Brumwell stated that Iowa Code permits closed sessions for multiple topics, one of which is purchase or sale of real estate. Closed sessions on purchase or sale of real estate is permitted to prevent premature disclosure, which could impact the price of real estate. City Attorney Brumwell further stated that the final decision on the purchase or sale must be conducted in open session. Responding to questions from the City Council, City Manager Van Milligen stated that City Council is only voting on purchasing the property tonight, and that future proposals on constructing a proposed parking ramp will be conducted via the public hearing process. City Council Members stated that data on current and future parking needs in the city would be helpful information to consider as part of future actions on this process. Motion carried 7-0.

6. Amending a Tax Increment Ordinance for the Dubuque Industrial Center Economic Development District: City Manager recommended approval of an ordinance amending the most recent ordinance for the Dubuque Industrial Center Economic Development District. Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Cavanagh. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 22-21 Amending Ordinance No. 16-21, previously amended, providing that general property taxes levied and collected each year on all property located within the Amended and Restated Dubuque Industrial Center Economic Development District Urban Renewal Area of the City of Dubuque, County of Dubuque, State of Iowa, by and for the benefit of the State of Iowa, City of Dubuque, County of Dubuque, Dubuque Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness, including bonds issued or to be issued, incurred by said city in connection with the



Amended and Restated Dubuque Industrial Center Economic Development District Urban Renewal Redevelopment Project by Removing Subarea B from the Division Of Revenues. Seconded by Cavanagh. Motion carried 7-0.

7. Proposed Ordinance Amendments for Nuisance: City Manager recommended the public nuisance ordinance be updated to allow the City Manager to declare a public nuisance. Motion by Resnick to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Sprank. Housing and Community Development Director Alexis Steger responded to questions from the City Council regarding strategies for brain health circumstances and communicating notices to residents. City Manager Van Milligen stated that residents will continue having the right to a public hearing and that the City has the right to abatement. City Attorney Brumwell summarized the general differences between public nuisances and private nuisances. Motion carried 7-0.

Motion by Resnick for final consideration and passage of Ordinance No. 23-21 Amending City of Dubuque Code of Ordinances Title 6 Health, Housing, Sanitation and Environment, Chapter 4 Nuisances, Section 6-4-4 Public Nuisances Prohibited; Authority to Abate. Seconded by Sprank. Motion carried 7-0.

8. Proposed Ordinance Amendment to Incorporate Rent Abatement and Escrow Accounts: This item was removed from the meeting at the request of the City Manager.

9. Bee Branch Railroad Culverts Project Gate Installation Video: The Public Information Office showed a video of the Bee Branch Railroad Culverts Gate Installation. Link to video: <https://youtu.be/xs7o9t3Dxhg>. Motion by Cavanagh to receive and file the information and view the video. Seconded by Roussell. Motion carried 7-0.

#### COUNCIL MEMBER REPORTS

Council Member Farber reported on her attendance at the May 26, 2021 Sister Cities Virtual Exchange Meeting with Hebei, China.

Council Member Jones reported on the rededication ceremony for the Veterans Memorial Plaza on Chaplain Schmitt Island.

#### CLOSED SESSION

Motion by Jones to convene in closed session at 8:38 p.m. to discuss pending litigation and purchase or sale of real estate Chapter 21.5(1)(c),(j) Code of Iowa. Seconded by Cavanagh. Mayor Buol stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Crenna Brumwell. Motion carried 7-0.

Upon motion, the City Council reconvened in open session at 9:24 p.m. stating that staff had been given proper direction.

There being no further business, Mayor Buol declared the meeting adjourned at 9:25 p.m.

/s/Adrienne N. Breitfelder

City Clerk

1t 6/16

**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:

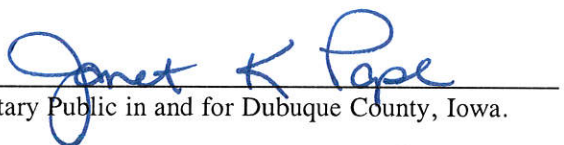
06/15/2021

and for which the charge is 449.72



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

this 15th day of June, 2021

  
Notary Public in and for Dubuque County, Iowa.



Ad text : City of Dubuque, Iowa

List of Claims and Summary

of Revenues for the Month Ended May 31, 2021

Conference/Education Expense & Reimbursements: Alexander J Miller 220.00; Andrew E Harden 192.90; Applied Research Associates Inc 230.49; Austin J Weitz 137.25; Beverly H Wagner 239.45; Brant E Schueller 128.24; Brian J Wullweber 165.00; Brian S Feldott 111.44; Building Performance Institute Inc 99.00; Chad A Crabill 92.22; City of Dubuque 6.50; Columbia Books 575.00; Dane M Cox 320.25; David A Ness 1,520.31; David A Olson 250.00; Debra A Searles 25.87; Diamond Traffic 15.00; Dubuque Racing Association Ltd 75.00; Duke University 598.00; East Central Intergovern Assoc 94.00; Eventbrite Inc 179.49; Expedia Inc 19.99; Four Mounds Foundation 15.00; Gas Stations/Towing 47.62; Gerald F Lange 167.90; Gina M Hodgson 39.20; Government Finance Officers Assoc 840.00; Homefront Protective Group 55.00; Hotel/Motel Vendor 523.20; Hotels.Com 443.50; Hyvee #1160 97.64; Indeed Inc 64.20; International City/County 70.00; Iowa County Attorneys Association 140.00; Iowa Department of Agriculture 15.00; Iowa Department of Public Health 355.00; Iowa Department of Public Safety 425.00; Iowa Dept of Public Defense 37.00; Iowa League of Cities 195.00; Iowa Park & Recreation Assoc 60.00; Iowa State Bar Association 150.00; Iowa State University 560.00; Jeffrey T Pregler 220.00; Jessiffany Canine Services Llc 450.00; Jonathan E Brokens 576.75; Kardes Inc 40.61; Kerry W Leppert 113.96; Kevin C Esser 1,261.25; Key City Pride 401.50; Kiecks Career Apparel 30.50; Kimberly A Hoover 19.95; Ksf Associates Inc 600.00; Merge Performance Institute 700.00; Mindedge Inc 39.00; Minnesota Continuing Legal Educ 720.00; Molly C Dietzel 183.00; National Academy of Ambulance Codin 990.00; Patricia L Gleason 621.78; Peggy S Abidi 123.64; Restaurants 148.90; Robert W Klaren 318.95; Samuel J White 61.00; Sisters of Charity of The Blessed 150.00; Six Seconds 989.45; Smith System D.I.I. 411.53; Sydney A Moquin 24.64; Team Building Blocks Llc 795.00; Treasurer State of Iowa Ilea 1,450.00; Ucla 649.00; Zoom Video Communications Inc 29.98; Construction: A & G Electric Company 1,076.71; Advanced Directional Drilling 30,115.79; Alliant Energy 636.46; Amazon.Com Llc 593.98; Applied Ecological Services Inc. 7,010.00; Bard Materials Central 6,509.21; Best Buy 45.98; Black Hills/Iowa Gas Utility Co 141.49; Bts Inc 4,157.00; Communications Engineering Co 14,696.55; Conlon Construction Co 113,362.34; D & D Concrete Inc 96,886.30; Desman Associates 400.00; Drew Cook & Sons Excavating Co Inc 46,761.85; Four Mounds Foundation 18,457.00; Heiar Brothers Fencing Inc 4,574.00; Hinman Home Repair Llc 9,300.00; Horsfield Materials Inc 525.88; Hulscher Fencing Inc 22,800.00; Id Wholesaler 1,101.00; Iowa Dept of Transportation 284,134.09; J & R Supply Company 12,527.50; Mainline Excavating Co Inc 850.00; Max Smith Construction 13,987.46; Menards Lumber Co 94.43; Midwest Restoration Services, Inc 52,710.00; Nauman Nursery 150.00; Origin Design Co 13,795.17; Peerless Well & Pump Inc 45,031.00; River City Paving 9,351.74; River City Stone 6,308.86; Sams Club #4973 449.94; Selco Inc 44.00; Steffen Lawn & Snow 241.00; Stetson Building Products Inc 142.20; That Man Home Maintenance Repair 21,600.00; The Painter Lady Llc 685.00; Theodore J Stackis 36,600.00; Top Grade Excavating Inc 3,202.12; Tschiggfrie Excavating 9,971.09; Utility Service Contractors Inc 8,400.00; Van Meter Industrial Inc 889.75; Westphal & Company, Inc

1,960.00; Contractual Services: 44 Main Llc 13,394.31; 653  
White Properties Llc 507.10; Accurate Analytical Testing  
556.00; Ahlers & Cooney Pc 1,078.50; Ahmann'S Lawn Care Inc  
195.00; Alison A Brennan-West 420.00; Amanda James Beéal  
250.00; Amanda S Demuth 300.00; Amazon.Com Llc 246.71; Amber M  
Atkinson 250.00; Amelia K Noonan 275.00; Amy L Kirman 385.00;  
Andrew Waldo 5,764.10; Anthony R Foxen 375.00; Applied  
Ecological Services Inc. 1,140.00; Assoc of State Service  
Commission 100.00; Av Fuel 70.00; Avery M Lahey 250.00; Barker  
Financial Llc 8,751.92; Benjamin R Hunt 220.00; Benjamin W  
Johannsen 100.00; Berens-Tate Consulting Group Inc 2,000.00;  
Betty Building Llc 10,226.05; Bi-County Disposal Inc 200.00;  
Brooke K Huttenlocher 455.00; Brooke S Ludovissy 250.00;  
Caradco Landlord Llc 62,044.24; Chad M Hamilton 550.00; Cintas  
Corp 650.26; Coffman Associates Inc 5,000.00; Community  
Solutions of Eastern Iowa 2,782.00; Confidential Vendor  
29,752.69; Cottingham & Butler 66.56; Crescent Community  
Health Center 7,722.00; Dan Corbin Inc 1,829.00; David Mckenna  
140.00; Db&T Community Development Corp 4,303.48; Denise C  
Sanchez 420.00; Dittmer Recycling Inc 9,937.85; Donna J  
Schmitt 275.00; Drew Cook & Sons Excavating Co Inc 5,000.00;  
Dubuque Area Labor Mgmnt Council 340.00; Dubuque Community  
School Dist 2,590.00; Dubuque Community Y 15,824.00; Dubuque  
County Energy District 700.00; Dubuque County Extension  
1,280.00; Dubuque County Sheriff 4,269.95; Dubuque County  
Treasurer 3,252.00; Dubuque Humane Society 11,748.58; Dubuque  
Sign Company 400.00; Dubuque Visiting Nurse Association  
3,177.62; East Central Intergovern Assoc 3,722.20; Easy Steve  
Llc 9,531.95; Eide Bailly Llp 1,400.00; Elizabeth A Lawler  
250.00; Elizabeth M Kuhle 300.00; Elizabeth Marie Schmitt  
250.00; Emmons & Olivier Resources Inc 417.75; Express  
Employment Professionals 3,939.58; Fehr-Graham & Associates  
Llc 5,325.25; Flexsteel Industries Inc 98,715.61; Foth  
Infrastructure & Enviro Llc 3,072.19; Franklin Investments Llc  
17,547.64; Gavilon Grain Llc 291.30; Green Industrial  
Properties Llc 90,356.11; Grp & Associates Inc 232.00; Harris  
Motor Sports 802.78; Haylee R Hopper 250.00; Hdr Engineering  
Inc 10,654.44; Heather L Speer 275.00; Heather M Noethe  
300.00; Hendricks Feed & Seed Co Inc 525.75; Hills & Dales  
Child Development 4,395.00; Hjd Landlord Llc 111,891.84;  
Hormel Foods Corporation 332,783.23; Housing Authority of Cook  
County 8,481.39; Idexx Distribution Corp 862.93; Illinois  
Library Association 284.70; Independent Public Advisors Llc  
41,200.00; Ingram Library Services Inc. 92.05; Intelius  
Screening Solutions Llc 3,134.40; Iowa Dept of Natural  
Resources 2,325.00; Iowa Division of Criminal Investig  
1,000.00; Isaac M Boyd 375.00; Iwi Motor Parts 53,264.89;  
Jamie L Weiner 455.00; Jared R Williams 275.00; Jennifer A  
Vaassen 315.00; Jennifer M Gravel 300.00; Jerry Steward  
Trucking Inc 75.00; Jesse L Freiburger 250.00; Jessica L  
Brimeyer 455.00; Jhtd Plaza Llc 8,266.09; Johnson Controls  
Fire Protection 635.00; Julie A Schmit 420.00; Ken Saiki  
Design Inc 4,983.50; Kenneth J Oberbroeckling 1,877.95; Kevin  
Singh Sandhv 315.00; Kolby L Holdren 125.00; Kris A Hardy  
100.00; Kurt P Weland 120.00; Laney K Breiner 275.00; Leslein  
Trucking 13,886.40; Letterjoy Ventures Llc 500.00; Life Line  
Billing Systems Llc 10,321.26; Lindy M Towlerlton 175.00; Lydia  
E Breunig 225.00; Mainline Excavating Co Inc 10,666.00;  
Margaret N Turza 225.00; Marshaun R Evans 350.00; Mediacom  
547.53; Megan M Skiles 420.00; Menards Lumber Co 557.67; Meryl

M Wilsner 100.00; Michael J Sullivan 140.00; Michael W Weikert Jr 2,088.00; Molly M Vacek 550.00; Newt Marine Service 3,462.04; Northland Products Co Inc 168.95; Nottingham Properties Llc 199.59; Nutri Ject Systems Inc 23,302.83; Origin Design Co 18,837.87; Orkin Llc 300.00; Pamela J Connolly 120.00; Passport Labs Inc 1,192.75; Petdata 5,870.60; Ramona J Manternach 825.00; Raymond L Goedert 40.00; Rebecca L Schemmel 275.00; Rental Services Inc 3,384.00; Rite Environmental Inc 15.00; Rite Hite 25,758.96; Roasting Solutions Llc 23,466.17; Rochester Armored Car Co Inc 276.21; Rockfarm Holdings Inc 19,904.82; Rose of Dubuque, L.P., The 9,680.00; Roshek Property Llc 148,206.96; Rousselot Inc 6,483.53; Safeguard Business Systems Inc 181.12; Sean W Buerger 300.00; Sedona Staffing 110.00; Sophie M Thielen 275.00; Spahn & Rose Lumber 53,137.56; Spring Green Lawn Care 36.00; St Lukes Health - Unitypoint Clinic 168.00; Stacy L Seyer 250.00; Stephanie J Greene 300.00; Steven E Van Vleck 375.00; Strand Associates Inc 15,851.95; Susan M Kelly 250.00; Sustainable Strategies Dc 9,000.00; Tag Communications Inc 640.00; Tammie A Harbin 250.00; Test America Laboratories Inc 10,055.23; The Fischer Companies 4,786.85; Theisen Supply Inc 17.97; Thomas L Moriarity 40.00; Tiara D Gooch 420.00; Timothy P Gottschalk 140.00; Tower Optical Company 39.55; Travis F Smith 6,510.00; Tri-State Porta Potty Inc 505.00; Tschiggfrie Excavating 23,467.08; Turnt Kidz Dance Organization 408.00; Usps 26.35; Veenstra & Kimm Inc 10,650.00; Victor D Stribling 375.00; Volunteer Iowa 3,292.49; Waste Commission of Scott County 10,476.00; Wells Fargo Bank Na 8,000.00; Whks and Company 4,219.34; Wilming Investment Company 27,966.35; Yamaha Motor Corporation Usa 11,280.00; Court Costs & Records Fees: Dotloop Llc 29.00; Dubuque County Abstract & Title 420.00; Dubuque County Recorder 304.00; Dubuque County Sheriff 407.00; Factual Data 205.93; Iowa Supreme Court Clerk 5,990.00; Damage Claims: Iowa Communities Assurance Pool 3,931.07; Employee Benefits: Bc/Bs of Iowa/Wellmark 373,309.88; Rxbenefits Inc 141,330.25; Sisco 703.76; Financial Services Fees: 3C Payment Usa Corp 100.00; Bluefin Payment Systems Llc 122.35; Dubuque Bank and Trust 1,659.00; Elavon Inc 2,482.61; Integrity Payment Systems 131.64; Life Line Billing Systems Llc 97.34; MidWestOne 1,171.78; Openedge Global Payments 3,990.04; Paymentus Group Inc 1,577.98; Transfirst 6,865.63; Us Bank 234.28; Fuel: Av Fuel 85,019.73; Demmer Oil Company 1,816.50; Gas Stations/ Towing 570.01; Menards Lumber Co 23.84; Molo Petroleum Llc 1,457.26; Mulgrew Oil Company 31,025.46; Theisen Supply Inc 31.97; Furniture & Equipment: A & G Electric Company 4,595.74; Ad Starr 648.00; Airgas Usa Llc 4.50; Amazon.Com Llc 1,351.97; Aviation Systems & Technologies 2,195.00; Bodensteiner Implement Company 55,376.67; Calser Corporation 925.00; Capital Sanitary 391.68; Coban Technologies Inc 371.45; Communications Engineering Co 1,311.00; Conservation Mart 1,650.00; Dotloop Llc 348.00; Dubuque Community School Dist 866.69; Dubuque Sign Company 28.15; Ed M Feld Equipment Co Inc 43.00; Elliott Equipment Company 3,703.00; Envision Sports Designs 72.00; Ferguson Water Works Supply #2516 24,362.20; Gierke Robinson Company Inc 37.18; Heiman Inc 245.80; Hydrocad Software Solutions Llc 295.00; Hyvee #1160 75.03; J & R Supply Company 15,400.00; Jnr Safety Inc 424.90; Joann Fabric And Craft Stores 402.82; Kiecks Career Apparel 805.00; Lowes Companies Inc 786.68; Maquoketa Valley Electric Coop 38.11; Mcdonald Supply Co



450.04; Menards Lumber Co 522.59; Michaels Arts & Crafts 106.96; Mid American Signal Inc 5,995.00; Midwest Patch/Hi-Viz Safety 1,305.00; Mobotrex Inc 311.00; Most Dependable Fountains Inc 8,490.00; Napa Auto Parts & Supply 155.13; Paypal P-Card Payments 200.00; Racom Corporation 13,353.90; Roeder Outdoor Power Equipment 485.62; Safety Vision 115,148.60; Sams Club #4973 23.94; Sears 66.03; Service One Inc 4,954.00; ; Square Inc 1,710.00; Steves Ace Hardware 349.00; Theisen Supply Inc 99.98; Traffic Control Corporation 3,725.00; Traffic Safety Store 1,183.80; Van Meter Industrial Inc 894.96; Walmart 29.84; Woodworkers Source 244.24; Grants: Creative Adventure Lab, Inc 4,390.00; Fondell Excavating Inc 3,682.68; Genesis Two Management Inc 973.56; Grand Opera House 6,885.00; Heritage Works Inc 2,087.00; Pingman Llc 652.47; Rising Star Theatre Company 1,125.00; Robert G Wright Jr 3,010.00; Timothy L Specht 9,379.10; United Brotherhood of Carpenters 10,000.00; Health Benefits & Insurance: Bc/Bs of Iowa/Wellmark 58,011.43; Delta Dental of Iowa 18,256.09; Standard Insurance Co 18.41; Land Improvements: Johnsons Nursery Inc 16,757.00; Steves Ace Hardware 1,967.94; Library Books & Materials: Amazon.Com Llc 363.27; Baker & Taylor Co Books 7,492.59; Blackstone Audio Books 508.26; Cengage Learning Inc 535.30; Center Point Inc 449.40; Ebsco Subscription Service 7,747.50; Gumdrop Books 1,771.95; Ingram Library Services Inc. 17,431.60; Kanopy Llc 467.00; Marcive Inc 1,485.00; Midwest Tape Llc 3,574.11; Online Computer Library Center 1,726.26; Overdrive Inc 13,087.22; Proquest Llc 1,611.58; Random House Llc 217.50; The Book Farm Inc 2,936.60; World Book Encycl Inc 999.00; Loans: A & G Electric Company 875.00; Brett Matye 5,000.00; Fountain of Youth Program 5,870.00; John A Knopf 150.00; Katherine Mikhail 5,000.00; Mics Construction 7,792.50; Raquel Hoffman 15,000.00; Reliable Data & Electrical Inc 4,000.00; Robert G Wright Jr 3,739.00; Timothy L Specht 15,686.50; Merchandise: 7G Distributing Llc 5,996.53; Acushnet Co 1,121.28; Arctic Glacier Usa Inc 232.25; Fareway Stores Inc 79.18; Gear For Sports 470.71; Hornung'S 164.48; Hyvee #1162 16.00; Iowa Beverage Systems Inc 1,194.01; J & M Golf Inc 618.08; Kraemers Water Store Inc 39.55; Lime Rock Springs Co 1,961.17; Myers-Cox Co 1,652.05; Northern Lights Foodservice 594.97; Paypal P-Card Payments 925.58; Sid'S 722.64; Taylor Made Golf 4,829.94; Tour Edge Golf Mfg Inc 183.92; Operations & Maintenance: A-1 Crane Rental & Machinery Moving 787.50; Addoco Inc 300.00; Advanced Auto Parts 1,140.40; Airgas Usa Llc 38,361.76; Altorfer Inc 2,487.54; Amazon.Com Llc 625.65; American Red Cross 240.00; Aramark Uniform Services 50.00; Bard Materials Central 8,957.23; Barron Motor Inc 975.31; Bernard Communications Company 99.95; Bfg Supply Co Llc 1,464.32; Bk Diesel 1,446.99; Bodensteiner Implement Company 550.17; Bound Tree Medical Llc 2,204.84; B-Plus Dubuque Llc 51.85; C&C Manufacturing Llc 919.87; Century Link 392.46; Chemsearch 1,508.46; Chem-Sult Inc 1,143.08; Clean Sweep of I & I Llc 31.98; Comelec Internet Services 186.45; Command Security Solutions 83.99; Communications Engineering Co 13,764.30; Community Solutions of Eastern Iowa 9,345.00; Compositetech Products Mfg 357.06; Consolidated Electrical Distributor 7.72; Continental Fire Sprinkler Co 791.27; Continental Research Corp 399.78; Crescent Electric 505.97; Cummins Central Power Llc 7,016.86; Cummins Sales And Service 1,704.41; D & K Products 250.31; Dalsing Master Plumbing Inc 1,609.11; Davenport Farm & Fleet

Inc 229.97; Designovations Inc 1,003.82; Dish Network Llc 155.05; Dittmer Recycling Inc 472.21; Drive Line of Dubuque Inc 1,014.15; Dubuque Fire Equipment Inc 82.50; Dubuque Hose & Hydraulics 1,827.73; Dubuque Sign Company 233.00; E J Voggenthaler Company 1,623.06; East Central Intergovern Assoc 110.00; Efector Inc 449.68; Elliott Equipment Company 2,718.14; Energetics 1,667.67; Evologic Inc 280.00; F&W Service Company Inc 385.00; Flint Hills Resources Lp 1,535.25; Free Flight 294.88; Gallagher Benefit Services Inc 35.23; Geisler Brothers Company 1,491.25; Gene C Rokusek 372.20; Gierke Robinson Company Inc 141.33; Giese Sheet Metal Co Inc 300.21; Gillig Llc 6,005.09; Global Ground Support Llc 130.43; Goodyear Tire & Rubber 2,153.32; Grainger Inc 230.06; Granite Industries 77.46; Graymont Western Lime Inc 22,922.24; Hach Chemical Company 1,163.50; Hanley Auto Body Inc 70.10; Hausers Water Systems Inc 130.00; Hendricks Feed & Seed Co Inc 402.54; Henry Schein Inc 665.83; Heglund Bus Co Inc 574.60; Horsfield Materials Inc 4,509.38; Humboldt Mfg Co 219.75; Hydrate Chemical Company 849.00; Imon Communications Llc 187.10; Ingram Library Services Inc. 466.44; Interstate Pipe & Supply 92.12; Iowa Golf Association 88.00; Iwi Motor Parts 2,465.59; J & R Supply Company 35,815.25; J&R Rental Llc 161.64; John M Ellworth Co Inc 57.89; Kiesler Police Supply Inc 29,748.80; Link Hydraulic & Supply 174.42; Lowes Companies Inc 177.79; Lynn Peavey Co 360.20; Macqueen Equipment Group 1,566.50; Mark C Pope Associates Inc 321.09; Martin Equipment of Il Inc 8,195.42; Mcgovern Hardware 196.91; Mcgrath Automotive Group Inc 308.58; Mediacom 273.80; Medline Industries Inc 1,274.21; Mellen & Associates, Inc 3,757.85; Menards Lumber Co 255.18; Midwest Alarm Services Inc 257.50; Midwestone Bank 518,655.83; Mike Finnin Ford Llc 1,058.03; Miracle Car Wash Corp 248.16; Miracle Express Inc 5.79; Mi-T-M Corp 673.06; Mi-T-M Equipment Sales & Service 157.16; Molo Sand & Gravel Company 44.40; Motion Industries Inc 93.70; Mti Distributing Inc 80.24; Municipal Collections of America In 3,517.36; Municipal Pipe Tool Co Llc 1,711.29; Mutual Wheel Company 3,876.57; Myers-Cox Co 24.00; Napa Auto Parts & Supply 1,141.38; Nichols Controls & Supply 46.92; O'Reilly Automotive Inc 903.05; Overdrive Inc 5,884.91; Overhead Door Company 40.00; Ovivo Usa Llc 2,338.57; Packers Chemical Holdings, Llc 1,157.50; Polydyne Inc 17,250.00; Public Safety Center 375.00; Reliable Industries Inc 183.17; Republic Services 2,442.17; Rilco Fluid Care 582.45; River City Paving 14,441.39; River City Stone 622.63; Rock Auto 375.74; Rock Island Electric Motor Repair 1,075.96; Roeder Outdoor Power Equipment 258.34; Sadler Power Train Inc 620.98; Schlichtmann Machine & Design, Inc 75.00; Seneca Companies 315.91; Sewer Equipment 758.01; Sherwin Williams Company 85.24; Sid Tool Co. Inc 258.67; Simon Fire Equipment & Repair Inc 2,235.64; Ski Racing Catalog 121.25; Skyline Trucking & Storage Inc 70.00; Spahn & Rose Lumber 66.04; Specialty Roll Products 85.00; Steel Mart 126.75; Steves Ace Hardware 1,141.78; Strand Associates Inc 836.23; Superior Welding Supply Co 639.45; Tandem Tire & Auto Service 93.70; Taylor Made Golf 1,562.31; Tcs Basys Controls 134.03; Teleflex Llc 125.15; Terminal Supply 958.36; The Battery Center 135.80; The Locksmith Express 6.00; Theisen Supply Inc 280.87; Thompson Tire & Retread 5,638.68; Thompson Truck & Trailer Inc 3,396.62; Three Rivers Fs Inc 308.83; Trans Iowa Equipment Inc 1,224.10; Tri State Truck Equipment 2,081.80; Truck Country of Iowa Inc 1,839.78; Trupanion 256.67; Trupar 73.76; Tschiggfrie

Excavating 3,599.50; Unison Solutions Inc 47,235.00; United Parcel Service-Iowa 48.82; United States Plastic Corp 39.02; Van Meter Industrial Inc 620.42; Vergent Power Solutions Inc 3,948.00; Verizon Wireless Services Llc 119.26; Vessco Inc 489.20; Vision Industrial Sales Inc 573.00; Weldon Tire 2,060.09; Wenzel Towing Service 187.50; Wisconsin Independent Network Llc 905.00; Zarnoth Brush Works Inc 1,884.40; Zoll Medical Corporation 1,620.36; Other Employee Benefits: Advance Designs 387.72; ; Cintas First Aid & Safety 864.28; Cole-Parmer Instrument Company 18.01; Escreen Inc 150.00; Gas Stations/Towing 6.65; Grainger Inc 70.08; Medical Associates 1,638.00; Mercy Family Pharmacy 404.33; Racom Corporation 100.00; Restaurants 56.64; Sid Tool Co. Inc 53.76; Theisen Supply Inc 34.99; Total Administrative Services Corp 1,824.16; Van Meter Industrial Inc 216.00; Payroll Benefits & Withholding: City Treasurer 792,977.81; City Treasurer 566,121.94; Drive 15.67; Dubuque Bank & Trust Company 618,915.51; Dubuque Prof Firefighters Assn 4,433.38; Iaff Fire Pac Ckoff 10.45; Illinois Department of Revenue 1,458.40; Illinois State Disbursement Unit 461.54; Intl Union of Operating Engineers 972.94; Iowa Dept of Revenue 9.58; Mfprsi 369,229.32; Teamsters Local Union #120 2,985.00; United Way Services Inc 382.00; Printing, Publishing, Subscriptions & Dues: 3Cma 99.00; Aaa 170.00; Amazon.Com Llc 29.47; American Public Works Assoc 430.00; American Society of Civil Engineers 295.00; Amidst 49.99; Audible Us 16.00; Des Moines Register & Tribune Co 10.69; Dish Network Llc 130.08; Dubuque County Abstract & Title 860.00; Dubuque County Recorder 47.00; Electronic Print Inc 44.50; Engaging Local Government Leaders 450.00; Engraved Gift Collection Llc 10.00; Indeed Inc 94.06; International Code Council Inc 344.40; Internt'L Assoc of Chiefs of Police 190.00; Iowa Dept of Natural Resources 40.00; Iowa State Bar Association 469.00; Jackson County Sheriff'S Office 32.00; Julien'S Journal 345.00; Linkedin.Com 114.00; National Environmental Health Assoc 130.00; Nctrc 105.00; Paypal P-Card Payments 499.00; Rnd Signs 266.91; Secretary of State 30.00; Shutterfly 133.18; Society For Human Resources Mgmt 219.00; Southern Poverty Law Center 50.00; Span Publishing Inc 298.00; Telegraph Herald 2,674.29; Thomson Reuters - West 997.27; Welu Printing Company 1,057.98; Promotion: Accucut Llc 824.00; Amazon.Com Llc 44.07; Buzz Creative Group Llc 1,035.00; Community Incorporated 2,600.00; Discount School Supply 314.05; Gray Media Group, Inc 1,179.50; Harter Portable Restrooms Llc 240.00; Mailchamp 85.00; Mead & Hunt Inc 4,700.00; Midwestone Bank 2,600.00; Onmedia 170.00; Queen B Radio Wisconsin Inc 375.00; Raymond Geddes 339.84; Sherwin Williams Company 12.39; Tag Communications Inc 2,151.73; Telegraph Herald 260.00; The Dubuque Advertiser 432.00; Townsquare Media Llc 164.00; Translations Unlimited Inc 130.00; Vistaprint.Com 711.99; Welter Storage Equipment Co Inc 500.00; Your Therapy Source Inc 31.50; Property & Acquisition: Alliant Energy 989.21; Black Hills/Iowa Gas Utility Co 38.05; Kruser Septic Service Inc 350.00; Steffen Lawn & Snow 24.00; Property Maintenance & Insurance: A & G Electric Company 3,196.73; Addoco Inc 2,517.00; Advanced Auto Parts 22.04; Advantage Sheet Metal Inc 170.00; Altorfer Inc 3,544.96; Amazon.Com Llc 142.46; American Public Works Assoc 370.75; Aramark Uniform Services 311.51; Biechler Electric Inc 836.17; Bill Miller Logging Inc 530.00; B-Plus Dubuque Llc 159.00; Canvas Products Inc 318.00; Capital Sanitary 339.44;



Carrico Aquatic Resources Inc 795.15; Chemsearch 1,686.75; Cintas Corp 2,152.80; Command Security Solutions 1,326.01; Communications Engineering Co 653.04; Crescent Electric 88.82; Davenport Farm & Fleet Inc 232.94; Dittmer Recycling Inc 89.92; Dubuque County Sheriff 17,687.52; Dubuque Fire Equipment Inc ; Dubuque Hose & Hydraulics 59.88; Dubuque Sign Company 679.50; Dubuqueland Door Company 5,159.63; E J Voggenthaler Company 1,504.03; Eastern Iowa Asphalt Maintenance In 435.00; Engineered Controls Inc 1,417.50; Experienced Roofing 6,141.00; Fitzgerald Freelance Llc 970.00; Geisler Brothers Company 348.00; Gopher Sport / Play With A Purpose 127.53; Harter Portable Restrooms Llc 70.00; Hoyne Landscaping & Snow Plowing 1,213.31; Jaeger Plumbing & Pump Inc 6,524.33; John Bean Technologies Corp 6,521.00; Kim A Herrig 345.00; Kone Inc 2,729.00; Kruser Septic Service Inc 1,053.75; Lifeline Audio Video Technologies 13,835.00; Lowes Companies Inc 224.68; Maas Heating Inc 919.37; Menards Lumber Co 224.70; Mid-Iowa Solid Waste Co Inc 4,418.38; Midstates Heat Services 6,591.41; Midwest Carwash Systems 2,185.63; Molo Plumbing & Heating 85.00; Molo Sand & Gravel Company 74.75; Mr Rooter Plumbing 10,087.70; Mulgrew Oil Company 473.47; Nichols Controls & Supply 140.83; Nieland Refrigeration 1,411.96; Opening Specialists Inc 637.50; O'Toole Office Supply Company 150.92; Overhead Door Company 1,161.70; Parking Inc 1,798.75; Rmh Systems 575.00; Sage Parts 447.35; Selco Inc 671.50; Service One Inc 2,950.00; Sherwin Williams Company 115.20; Spahn & Rose Lumber 20.43; Square Inc 15.00; Steel Mart 297.10; Steffen Lawn & Snow 108.00; Stetson Building Products Inc 5.10; Steves Ace Hardware 129.44; The Battery Center 50.00; The Locksmith Express 374.40; Theisen Supply Inc 45.84; Theodore J Stackis 600.00; Tim Willis Window Cleaning Llc 170.00; Travis F Smith 4,340.00; Tri-State Porta Potty Inc 160.00; Truck Country of Iowa Inc 2,969.25; Unison Solutions Inc 371.25; Westphal & Company, Inc 363.82; Woodman Electrical Contractors 2,050.00; Zephyr Aluminum Products 622.50; Refunds: Andrea Jacobs 300.00; Automotive Enterprises (Aih) 402.23; ; Bev Healy 70.00; Briggs, Shirley Trustee Under 7.44; Buechle, Robert P 46.84; Carolyn Kirkpatrick 14.00; Curtis Dewulf 300.00; Discount Shop Towels Llc 64.49; Drake, D Flint 34.94; Dubuque Community School Dist 6,976.16; Dubuque County Auditor 3,951.77; Dubuque County Fairgrounds 100.00; Dubuque County Historical Society 1,266.97; Dubuque Screw Products Inc 1,090.52; Fuhr, Wyatt A & Karrie J 34.94; Harry & Rosey'S Inc 6.20; Hillcrest Family Services Inc 463.16; Hills & Dales Child Development 325.04; Holy Family Catholic Schools 82.90; Jace Mcfarland 57.00; Julien Dubuque Int'L Film Festival 350.00; Life Line Billing Systems Llc 1,885.47; Loras College 10,816.59; Moser, Phyllis E 23.46; ; Murrill, Mike K 21.63; Northeast Iowa Community College 337.02; Pline, Luanus M 160.60; Prairie Farms 2,945.74; Rousselot Inc 3,819.39; Smarjesse, Anna C & Molly D Mocogni 46.82; Sunnycrest Manor 4,441.02; The Metrix Company 230.25; Trams, Randy H 8.37; Union Hoermann Press 125.05; University of Dubuque 5,170.18; Wartburg Theological Seminary 453.90; Rental Expense: Chamber Development Llc 2,014.46; Hotel/Motel Vendor 2,000.32; The Fischer Companies 423.00; Software & License Fees: Adobe Systems Inc 46.78; Apple Inc 1.06; Biddle Consulting Group Inc 1,139.00; Cbi Systems Ltd 4,728.00; Communications Engineering Co 3,962.20; Eagle Point 750.00; E-Ceptionist, Inc 35,000.00; Ecolane Usa Inc 257.89; Hach Chemical Company 1,536.00; Icon

Enterprises Inc 22,208.95; Leisure Holding Inc & Subsidiaries 521.16; Logmein Usa, Inc 2,080.75; Network Solutions Llc 575.93; Notepage Inc 395.00; Paypal P-Card Payments 30.00; Penbay Solutions Llc 4,738.13; Perrill 500.00; Softchoice Corporation 1,875.44; Superion, Llc 500.12; T2 Systems, Inc 800.00; Tokay Software Inc 890.00; Westphal & Company, Inc 489.45; Supplies & Services: A M Leonard Inc 223.44; Access Technologies Inc 4,091.70; Adobe Systems Inc 29.99; Advance Designs 391.20; Airgas Usa Llc 457.17; Amazon.Com Llc 1,390.93; American Legion Post 6 3,674.55; Apple Inc 279.00; Aramark Uniform Services 82.00; Arcmate Manufacturing Corp 644.76; Ascent Aviation Group Inc 295.00; Assoc of State Service Commission 90.00; Automatic Sync Technologies Llc 1,275.48; B L Murray Company Inc 34.20; Bay Scan Technologies 1,690.92; Beverly H Wagner 69.53; Bi-State Business Solutions 2,230.32; Blueglobes Llc 1,735.55; Capital Sanitary 10,559.90; Century Link 21,576.82; Chemsearch 1,175.97; Cintas Corp 1,986.13; Cintas First Aid & Safety 390.75; Cole-Parmer Instrument Company 63.61; Computer Doctors, Inc 735.60; Crescent Electric 209.21; Dan Arensdorf Construction 772.00; Davenport Farm & Fleet Inc 98.97; Demco Inc 2,012.72; Dubuque Hose & Hydraulics 1,260.22; Duluth Trading Store 104.24; Elm Usa Inc 494.95; Envision Sports Designs 487.50; Fast Lane Motor Parts Llc 43.20; Fastenal Company 197.43; Fedex 76.01; First Supply Llc 253.45; Fisher Scientific Company 1,911.63; Force Fitters Llc 3,803.10; Galls Llc 157.60; Gierke Robinson Company Inc 477.01; Grainger Inc 252.24; Hach Chemical Company 1,242.25; Hatch Building Supply 3,401.32; Hendricks Feed & Seed Co Inc 562.00; Heritage Printing Company 31.50; Hyvee #1160 9.90; Hyvee #1162 17.94; Idrive Inc 499.50; Iwi Motor Parts 1,008.23; J & R Supply Company 5,289.00; Janice F Bell 8.00; Kanndo Professional Service Inc 165.00; Lowes Companies Inc 932.83; Mac Tools 222.97; Mail Services Unlimited Inc 680.13; Mcdonald Supply Co 249.72; Menards Lumber Co 478.32; Molo Oil Company 15,139.50; Monoprice Inc 919.26; Mulgrew Oil Company 33,235.84; Municipal Emergency Services Inc 2,902.23; Napa Auto Parts & Supply 271.23; Ncl of Wisconsin Inc 182.46; O'Reilly Automotive Inc 27.99; O'Toole Office Supply Company 559.89; Pitney Bowes Global Financial 900.00; Pitney Bowes Inc 9,797.49; Platinum Hospitality Llc 13,000.00; Public Safety Center 1,921.00; Quadient Leasing Usa, Inc 6,213.15; Quill Corporation 502.39; Rainbo Oil Company 555.25; Ronald J Leconte 341.00; Sams Club #4973 16.03; Sandry Fire Supply Llc 6,720.00; Schmalz Precast Concrete Mfg 985.00; Secretary of State 60.00; Shamrock Jewelers 89.00; Shred-It Us Jv Llc 201.37; Skyline Trucking & Storage Inc 1,750.00; Staples Advantage 1,388.28; Steel Mart 32.50; Stetson Building Products Inc 60.00; Steves Ace Hardware 311.13; Superior Welding Supply Co 45.00; Terminal Supply 344.78; The Flag Company Inc 159.00; The Locksmith Express 65.00; Theisen Supply Inc 753.52; Theisens Inc 58.49; Thompson Truck & Trailer Inc 163.98; Top Block Inc 309.90; Traffic Control Corporation 2,250.00; Truck Country of Iowa Inc 253.82; United Parcel Service-Iowa 14.10; Ups Ground Freight 42.52; Usps 685.25; Van Meter Industrial Inc 824.94; Verizon Wireless Services Llc 22,266.01; Welu Printing Company 724.09; Taxes Sales & Property: Treasurer State of Iowa 81,402.00; Unemployment Insurance: Iowa Workforce Development 19,407.62; Utilities: Alliant Energy 227,857.91; Amazon.Com Llc 13.98; Black Hills/Iowa Gas Utility Co 19,502.26; Century Link

1,979.76; Comelec Services Inc 120.00; Constellation New  
Energy Gas Div 53,677.31; Dittmer Recycling Inc 702.21; Eagle  
Point Energy 5 1,579.53; Eagle Point Energy One Llc 3,086.52;  
Logmein Usa, Inc 1,490.55; Maquoketa Valley Electric Coop  
10,024.88; Platinum Hospitality Llc 11,008.99; Verizon  
Wireless Services Llc 291.44; Workers Comp: Medical Associates  
250.00; Total 7,950,429.68.

Summary of Expenses

For Month Ended May 2021

Capital^ \$296,099.20

Dmaswa^ 119,695.93

General^ 3,355,880.83

Internal Service^ 685,639.73

Parking^ 152,100.91

Permanent^ 41,200.00

Refuse^ 8,865.23

Salt^ 291.30

Sanitary Sewer^ 429,627.64

Special Revenue^ 2,098,179.63

Stormwater^ 54,703.81

Transit^ 137,409.49

Water^ 570,735.98

Total^ \$7,950,429.68

Summary of Revenues

For Month Ended May 2021

Taxes^ \$2,648,101.04

Licenses & Permits^ 813,729.66

Intergovernmental^ 4,033,783.16

Charges for Services^ 3,521,203.94

Charges to Other Governments^ 41,797.72

Fines, Forfeitures & Penalty^ 53,376.83

Use of Money & Property^ 1,246,963.34

Miscellaneous^ 2,056,442.94

Special Assessments^ 2,500.34

Refunds & Reimbursements^ -1,962.04

Total: ^\$14,415,936.93

Jennifer Larson, Director of Finance and Budget, City of  
Dubuque, Iowa

lt 6/15

**City of Dubuque  
City Council Meeting**

**Consent Items # 2.**

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**ITEM TITLE:** Notice of Claims and Suits  
**SUMMARY:** Dustin McGonigle - Section 1983; J.B. Priest for property damage; Douglas Spyrisson for property damage; Jane Thorne and Michael Thorne for vehicle damage; Settlement Agreement and Mutual Release of All Claims between HACAP / Operation New View and Gary Stelpflug/2G2, LLC.

**SUGGESTED DISPOSITION:** Suggested Disposition: Receive and File; Refer to City Attorney

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
Claim by Dustin McGonigle	Supporting Documentation
Claim by J.B. Priest	Supporting Documentation
Claim by Douglas Spyrisson	Supporting Documentation
Claim by Jane Thorne and Michael Thorne	Supporting Documentation
Settlement with Gary Stepflug and 2G2	Staff Memo
Letter and Settlement Agreement_Stepflug and 2G2	Supporting Documentation



Charles E. Gribble  
Matthew M. Boles  
Christopher C. Stewart  
Adam C. Witosky  
Heidi M. Young  
Jane M. White

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ATTORNEYS

June 17, 2021

Sent via Email – [abreitfe@cityofdubuque.org](mailto:abreitfe@cityofdubuque.org)  
[mdalsing@cityofdubuque.org](mailto:mdalsing@cityofdubuque.org)

Adrienne N. Breitfelder  
Clerk, City of Dubuque  
50 W. 13<sup>th</sup> Street  
Dubuque, Iowa 52001

Mark Dalsing  
Chief, Dubuque Police Department  
770 Iowa Street  
Dubuque, Iowa 52001

RE: *McGonigle v. City of Dubuque, et al.*  
Case No. 2:21-cv-1006

Dear Ms. Breitfelder and Chief Dalsing:

**NOTICE OF LAWSUIT AND REQUEST FOR  
WAIVER OF SERVICE OF SUMMONS**

Be advised a lawsuit has been filed against the City of Dubuque, Chief Mark Dalsing, and John Doe officers of the Dubuque Police Department. A copy of the complaint is attached to this notice. It has been filed in the United States District Court for the Northern District of Iowa, Eastern Division, and has been assigned docket number **2:21-cv-1006**.

This is not a formal summons or notification from the court, but rather my request that you sign and return the waiver of service in order to save the cost of serving judicial summons and an additional copy of the complaint. The cost of service will be avoided if I receive a signed copy of the waiver within 30 days after the date designated below as the date on which this Notice and Request is sent. A signed waiver may be returned to our office by email. Two electronic copies of the waiver are attached for your records.

6/17/2021

Page 2

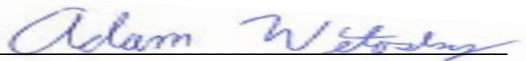
If you comply with this request and return the signed waiver, it will be filed with the court and no summons will be served. The action will then proceed as if service was completed on the date the waiver is filed, except that you will not be obligated to answer the complaint before 60 days from the date designated below as the date on which this notice is sent.

If you do not return the signed waiver within the time indicated, I will take appropriate steps to effect formal service in a manner authorized by the Federal Rules of Civil Procedure and will then, to the extent authorized by those Rules, ask the court to require the Defendants to pay the full costs of such service. Please read the statement concerning the duty of parties to waive the service of the summons, which is set forth at the foot of the waiver form.

I certify this request is being sent to you on behalf of the Plaintiff, this 17th day of June 2021.

Very truly yours,

GRIBBLE, BOLES, STEWART & WITOSKY LAW

BY:   
Adam C. Witosky  
[awitosky@gbswlaw.com](mailto:awitosky@gbswlaw.com)

**Enclosures:** Complaint and Jury Demand  
Waiver of Service of Summons (PDF and Word)

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT  
(EASTERN DIVISION)**

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**DUSTIN MCGONIGLE,**

**Plaintiff,**

**v.**

**THE CITY OF DUBUQUE, JOHN DOE(s)**  
in their individual and professional capacities as  
Law Enforcement Officer(s) for the City of  
Dubuque Police Department, **MARK**  
**DALSING**, in his individual and professional  
capacities, **UNITY POINT HEALTH-**  
**FINLEY HOSPITAL, and ALEJANDRO**  
**PULIDO** in his individual and professional  
capacities.

**Defendants.**

**CASE NO.: 2:21-cv-1006**

**COMPLAINT**

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**COMES NOW**, the Plaintiff, Dustin McGonigle, by and through his undersigned counsel,  
and for his causes of action respectfully states the following:

**JURISDICTION AND VENUE**

1. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§ 1331 and 1343(a)(3).  
The supplemental jurisdiction of the Court to hear and decide the pendent claims arising out of  
state law is invoked pursuant to 28 U.S.C. § 1367.

2. Venue is proper under 28 U.S.C. § 1391(b)(2) because a substantial part of the  
events and acts or omissions alleged herein took place in Dubuque County, Iowa in the Eastern  
Division of the Northern District of Iowa.

**PARTIES**

3. Plaintiff Dustin McGonigle (hereinafter Dustin) is an individual residing in  
Dubuque County, Iowa and at all times material to the events complained of herein is the referred  
to Plaintiff and sole injured party to the action hereto.

4. Defendant City of Dubuque (hereinafter Defendant City) is a city corporation existing under the laws of the State of Iowa and operates the City of Dubuque's Police Department.

5. Defendant Mark Dalsing (hereinafter Defendant Dalsing) was the Chief of Police for the City of Dubuque Police Department at all relevant times.

6. Defendant(s) John/Jane Doe(s) (hereinafter Defendant Doe(s)) are believed to be citizens of the State of Iowa, and was/were employed as officers with the City of Dubuque at all times relevant to the events complained of herein. These individual(s) cannot be identified by the Plaintiff due to lack of knowledge of identity.

7. Defendant Unity Point Health-Finley Hospital (hereinafter Finley Hospital) is a medical facility operating as a branch of UnityPoint Health and at all relevant events was the hospital utilized by the Plaintiff.

8. Defendant Alejandro Pulido (hereinafter Defendant Pulido) is believed to be a citizen and resident of the State of Iowa and was employed as a physician with Unity Point Health-Finley Hospital at all times relevant to the events complained herein.

### **FACTUAL BACKGROUND**

9. All events complained of herein occurred in the City of Dubuque, Dubuque County, Iowa.

10. On April 11, 2019, the Dustin was stabbed by unnamed assailants.

11. Following this incident, Defendant Doe(s) apprehended and arrested Dustin.

12. Defendant Doe(s) then brought Dustin to Finley Hospital for a medical examination.

13. During this examination, Dustin remained within sight of police officers and was not properly examined by medical professionals, namely Defendant Pulido.



14. Defendant Doe(s) refused to allow for Dustin to be properly examined by medical professionals and quickly took Dustin from the hospital to the City of Dubuque Police Station.

15. Dustin was taken and booked in jail without the requisite medical examination.

16. While in custody, Dustin called his parents from the jail floor due to the extensive pain in his abdomen.

17. After being released, Dustin, barely able to walk due to pain, was immediately taken by his parents back to Defendant Finley Hospital.

18. Upon arrival, Dustin was reexamined and surgery on Dustin's abdomen was performed within one (1) hour.

19. As a result of the surgery, Dustin remained in the hospital for seven (7) days and received rehabilitative therapy thereafter.

### **CAUSES OF ACTION**

#### **COUNT I**

#### **CIVIL RIGHTS VIOLATION PURSUANT TO 42 U.S.C. § 1983 VIOLATION OF THE FIFTH AND FOURTEENTH AMENDMENT TO THE UNITED STATES CONSTITUTION**

#### ***Right to Due Process* ***(Against Defendants Doe(s))*****

20. Plaintiff repleads paragraphs one (1) through nineteen (19) as fully set forth herein.

21. Plaintiff brings suit against Defendants Doe(s) in their individual capacities for the purposes of this section 1983 cause for damages.

22. At all times material hereto, Defendant Doe(s) actions, inactions and/or omissions were made under the color of authority and law enforcement officers for the City of Dubuque.

23. From April 11, 2019 to April 12, 2019, Defendants Doe(s) violated Dustin's clearly established constitutional rights when they failed to provide adequate medical treatment for Dustin's serious medical needs.

24. Defendants Doe(s) actions, inactions and/or omissions in failing to provide adequate medical treatment shows a deliberate indifference to and/or reckless disregard for Dustin's civil and constitutional rights by failing to provide adequate medical treatment for Dustin's serious medical needs.

25. As such, Defendants Does(s) violated Dustin's Fifth and Fourteenth Amendment Rights under the United States Constitution to due process.

26. The lack of medical treatment provided by Defendants Doe(s) was unreasonable under the circumstances.

27. Defendants Doe(s) actions were willful, wanton, unlawful, and in gross disregard of the civil rights of Dustin, justifying an award of punitive damages.

28. Defendants Doe(s) were aware that their conduct put Dustin at risk of serious, immediate, and proximate harm, including death.

29. As a direct and proximate result of the failure of Defendants Doe(s) to act to provide adequate medical care, the Plaintiff was injured and is entitled to recover damages for:

- a. The deprivation of Dustin's constitutional rights
- b. The humiliation, degradation, public ridicule and loss of person reputation;
- c. The physical pain, mental and emotional distress and suffering including loss of mind and body;
- d. All actual and compensatory damages including, but not limited to, past and present pain and suffering and medical expenses;
- e. All expenses associated with the prosecution of the instant action including, but not limited to court costs, anticipated discovery expenses, anticipated expert expenses, and legally allowable judgement interest and;

- f. Any other damages allowed by federal or state law, including but not limited to reasonable attorney's fees and costs pursuant to 42 U.S.C. § 1988.

**WHEREFORE**, the Plaintiff, Dustin McGonigle prays for Judgement against the aforementioned Defendants as follows:

- a. Actual, Compensatory, Consequential, and all other allowable damages against Defendant in an amount as yet to be determined;
- b. Plaintiff's costs in this action, including reasonable attorney's fees and costs pursuant to 42 U.S.C. § 1988;
- c. Punitive damages; and
- d. Such other and further relief as the Court deems just and equitable.

**COUNT II**  
**CIVIL RIGHTS VIOLATION PURSUANT TO 42 U.S.C. § 1983 VIOLATION OF**  
**FOURTEENTH AMENDMENT TO THE UNITED STATES CONSTITUTION**  
***Right to Bodily Integrity***  
***(Against Defendants Doe(s))***

30. Plaintiff repleads paragraphs ones (1) through twenty-nine (29) as fully set forth herein.

31. Plaintiff brings suit against Defendants Doe(s) in their individual capacities for the purposes of this Section 1983 cause for damages.

32. Defendants Doe(s), inactions, and/or omissions were made under the color of authority and law enforcement officers for the City of Dubuque Police Department.

33. From April 11, 2019 to April 12, 2019, Defendants Doe(s) violated Dustin's clearly established constitutional rights when they failed to ensure his bodily integrity and well-being.

34. Defendant Doe(s) actions, inactions and/or omissions in failing to ensure Dustin's bodily integrity shows a deliberate indifference to and/or reckless disregard for Dustin's civil and

constitutional rights by failing to ensure the health and well-being of Dustin.

35. As such, Defendants Doe(s) violated Dustin's Fourteenth Amendment Rights under the United States Constitution to bodily integrity.

36. The failure to ensure physical well-being and disregard for bodily integrity provided by Defendants Doe(s) was unreasonable under the circumstances.

37. Defendants Doe(s) actions were willful, wanton, unlawful, and in gross disregard of the civil rights of Dustin, thereby justifying an award of punitive damages.

38. Defendants Doe(s) were aware that they conduct put Dustin at risk or serious, immediate, and proximate harm, including death.

39. As a direct and proximate result of the failure of Defendants Doe(s) to act and provide adequate medical care, the Plaintiff was injured and is entitled to recover damages for:

- a. The deprivation of Dustin's constitutional rights;
- b. The humiliation, degradation, public ridicule and loss of person reputation;
- c. The physical pain, mental and emotional distress and suffering including loss of mind and body;
- d. All actual and compensatory damages including, but not limited to, past and present pain and suffering and medical expenses;
- e. All expenses associated with the prosecution of the instant action including, but not limited to court costs, anticipated discovery expenses, anticipated expert expenses, and legally allowable judgement interest and;
- f. Any other damages allowed by federal or state law, including but not limited to reasonable attorney's fees and costs pursuant to 42 U.S.C. § 1988.

**WHEREFORE**, the Plaintiff, Dustin McGonigle prays for Judgement against the

aforementioned Defendants as follows:

- a. Actual, Compensatory, Consequential, and all other allowable damages against Defendant in an amount as yet to be determined;
- b. Plaintiff's costs in this action, including reasonable attorney's fees and costs pursuant to 42 U.S.C. § 1988;
- c. Punitive damages; and
- d. Such other and further relief as the Court deems just and equitable.

**COUNT III**  
**NEGLIGENT HIRING, TRAINING AND SUPERVISION**  
**(Against Defendants City of Dubuque and Dalsing)**

40. Plaintiff repleads paragraphs one (1) through thirty-nine (39) as if fully set forth herein.

41. Defendants City of Dubuque and Dalsing are the employers and/or supervising officers of Defendants Doe(s).

42. As Defendants' employers/supervisors within the City of Dubuque Police Department, these Defendants have a duty to exercise reasonable care in the hiring, retention and supervision of individuals who, because of their employment, may pose a threat of injury to members of the public.

43. These Defendants knew or should have known of Doe(s) dangerous proclivities, and the threat of injury posed in effectuating their duties.

44. These Defendants breached their duty in the negligent and reckless supervision and retention of Doe(s).

45. As a direct and proximate result of these Defendants' illegal and unjustified conduct, the Plaintiff was injured, and is entitled to recover damages for:

- a. The deprivation of Dustin's constitutional rights;
- b. The humiliation, degradation, public ridicule and loss of person reputation;
- c. The physical pain, mental and emotional distress and suffering including loss of mind and body;
- d. All actual and compensatory damages including, but not limited to, past and present pain and suffering and medical expenses;
- e. All expenses associated with the prosecution of the instant action including, but not limited to court costs, anticipated discovery expenses, anticipated expert expenses, and legally allowable judgement interest and;
- f. Any other damages allowed by federal or state law, including but not limited to reasonable attorney's fees and costs pursuant to 42 U.S.C. § 1988.

**WHEREFORE**, the Plaintiff, Dustin McGonigle prays for Judgement against the aforementioned Defendants as follows:

- e. Actual, Compensatory, Consequential, and all other allowable damages against Defendant in an amount as yet to be determined;
- f. Plaintiff's costs in this action, including reasonable attorney's fees and costs pursuant to 42 U.S.C. § 1988;
- g. Punitive damages; and
- h. Such other and further relief as the Court deems just and equitable.

**COUNT IV**  
**NEGLIGENCE**  
**(Against Defendants Doe(s))**

46. Plaintiff repleads paragraphs one (1) through forty-five (45) as if fully set forth herein.

47. Defendants Doe(s) owed Dustin, as a person seized by him, a duty to care for Plaintiff's safety, security, custody, control, and well-being.

48. Defendants Doe(s) caused the exacerbation and increased severity of the injuries sustained and described herein.

49. Defendants breaches said duty, constituting negligence, in one of more of the following particulars:

- a. Failing to allow for an appropriate medical examination of Dustin following apprehension;
- b. Failing to observe Dustin despite knowing he had an abdominal injury;
- c. Failing to permit exhaustive medical attention for Dustin despite his displaying signs of a serious medical condition;
- d. Failing to appreciate the nature of Dustin's symptoms despite the knowledge of an abdominal injury;
- e. Failing to appreciate the risk of harm to Dustin from insufficient and hurried medical treatment.

50. Defendants' negligence was a proximate cause of Dustin's injuries.

51. As a result of Defendants Doe(s) negligence, Dustin sustained legally cognizable damages and injuries, having suffered and incurred in the past and will suffer and incur in the future the following:

- a. Physical pain, distress, and suffering;
- b. Mental and emotional pain, distress, and suffering;
- c. Loss of mind and body;
- d. All actual and compensatory damages including, but not limited to, past and

present pain and suffering and medical expenses;

- e. Loss of income and earning capacity; and
- f. All expenses associated with the prosecution of the instant action including, but not limited to, court costs, anticipated discovery expenses, anticipated expert expenses, and legally allowable judgment interest.

**WHEREFORE**, Plaintiff prays for Judgment against the aforementioned Defendant Doe(s) in an amount which will fully and fairly compensate him for his injuries and damages, including compensatory and punitive damages, for attorney fees, for interest and costs as allowed by law, and such other relief as may be just under the circumstances and otherwise allowable by law.

**COUNT V**  
**RESPONDEAT SUPERIOR**  
*(Against Defendants City of Dubuque, Dalsing)*

52. Plaintiffs replead paragraphs one (1) through fifty-one (51) as if fully set forth herein.

53. At all times material hereto, an employer-employee relationship existed between the Defendants, as the employer, and Defendants Doe(s), and Pulido as employees as personnel under the supervision and control of Defendants City of Dubuque and Dalsing.

54. At all time material hereto, Defendants Doe(s) were acting within the scope of their employment with and/or under the supervision of Defendants City of Dubuque and Dalsing.

55. Under the doctrine of respondeat superior, Defendants are liable for the aforementioned conduct and/or omissions of Defendants Doe(s) including violation of the United States Constitution.

56. As a result of the Defendants' negligence, Dustin sustained legally cognizable



damages and injuries, having suffered and incurred in the past, and will suffer and incur in the future the following:

- a. Physical pain, distress, and suffering;
- b. Mental and emotional pain, distress, and suffering;
- c. Loss of mind and body;
- d. All actual and compensatory damages including, but not limited to, past and present pain and suffering and medical expenses;
- e. Loss of income and earning capacity; and,
- f. All expenses associated with the prosecution of the instant action including, but not limited to court costs, anticipated discover expenses, anticipated expert expenses, and legally allowable judgment interest.

**WHEREFORE**, the Plaintiff, Dustin McGonigle demands Judgement against Defendants City of Dubuque and Dalsing in an amount representing full and fair compensation for the injuries and damages as set forth above, interest, and costs as allowed by law, and for such other relief as may be just under the circumstances.

**COUNT VI**  
**NEGLIGENCE**  
**(Against Defendant Alejandro Pulido, M.D.)**

57. Plaintiffs replead paragraphs one (1) through fifty-six (56) as if fully set forth herein.

58. On or about April 11 and April 12, 2019, Alejandro Pulido, provided medical services and treatment to the Plaintiff.

59. Defendant Pulido possesses an absolute and non-delegable duty to patients, including the Plaintiff, to provide competent medical care.

60. Defendant Pulido as Plaintiff's medical provider, owed Plaintiff a duty to use the degree of skill, care and learning ordinarily possessed and exercised by other centers and professionals in similar circumstances.

61. Defendant Pulido breached his duty to the Plaintiff, thereby constituting professional negligence, in one or more of the following particulars:

a. Failing to require physicians working in under their care to exercise the standard of care which is generally followed by other physicians in similar circumstances; and

b. Administering a course of treatment, it knows to be inconsistent with the standard of care established for such circumstances.

62. The negligence of Defendant Pulido was a direct and proximate cause of Plaintiff's damages and injuries set forth above.

63. As a result of the above, Dustin sustained damages and injuries as follows:

- a. physical, mental, and emotional pain and anguish;
- b. physical impairment in the past, present and future;
- c. medical expenses;
- d. loss of present and future earnings;
- e. other financial expenses; and
- f. all expenses associated with the prosecution of the instant action, including, but not limited to, attorney fees, court costs, anticipated discovery expenses, anticipated expert expenses, and the maximum legally allowable judgment interest as allowed by the statutory or common law of Iowa.

**WHEREFORE**, the Plaintiff, Dustin McGonigle demands Judgement against Defendant

Pulido in an amount representing full and fair compensation for the injuries and damages as set forth above, interest, and costs as allowed by law, and for such other relief as may be just under the circumstances.

**COUNT VII**  
**RESPONDEAT SUPERIOR**  
**(Against Defendant Unity Point Health-Finley Hospital)**

64. Plaintiffs replead paragraphs one (1) through sixty-three (63) as if fully set forth herein.

65. At all times material hereto, an employer-employee relationship existed between Defendant Finley Hospital as the employer, and Defendant Pulido, individually, as an employee.

66. At all times material hereto, Defendant Pulido acted within the scope of his employment with Defendant Finley Hospital

67. Under the doctrine of Respondeat Superior, Defendant Finley Hospital is liable for the aforementioned negligence of Defendant Pulido.

68. The negligence of Defendant Finley Hospital was a direct and proximate cause of Plaintiff's damages and injuries set forth above.

69. As a result of the above, Dustin sustained damages and injuries as follows:

- a. physical, mental, and emotional pain and anguish;
- b. physical impairment in the past, present and future;
- c. medical expenses;
- d. loss of present and future earnings;
- e. other financial expenses; and
- f. All expenses associated with the prosecution of the instant action, including, but not limited to, attorney fees, court costs, anticipated

discovery expenses, anticipated expert expenses, and the maximum legally allowable judgment interest as allowed by the statutory or common law of Iowa.

**WHEREFORE**, the Plaintiff, Dustin McGonigle demands Judgement against Defendant Unity Point Health-Finley Hospital in an amount representing full and fair compensation for the injuries and damages as set forth above, interest, and costs as allowed by law, and for such other relief as may be just under the circumstances.

**JURY DEMAND**

**COMES NOW**, the Plaintiff Dustin McGonigle, and hereby demands a trial by jury with regard to all counts pled herein.

*Respectfully submitted,*

**GRIBBLE, BOLES, STEWART & WITOSKY  
LAW**

BY: /s/ Matthew Boles  
Matthew Boles AT0001037

BY: /s/ Christopher Stewart  
Christopher Stewart AT0013127

2015 Grand Avenue, Suite 200  
Des Moines, Iowa 50312  
Telephone: (515) 235-0551  
Fax: (515) 243-3696

Email: [mboles@gbswlaw.com](mailto:mboles@gbswlaw.com)  
[cstewart@gbswlaw.com](mailto:cstewart@gbswlaw.com)

**ATTORNEYS FOR PLAINTIFF**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF IOWA  
EASTERN DIVISION**

**DUSTIN MCGONIGLE,  
Plaintiff,**

**vs.**

**THE CITY OF DUBUQUE, ET AL,  
Defendants.**

**Civil No. 2:21-cv-1006**

**WAIVER OF SERVICE OF  
SUMMONS**

TO: Matthew Boles and Christopher Stewart, Attorneys for Plaintiff Dustin McGonigle

[mboles@gbswlaw.com](mailto:mboles@gbswlaw.com)

[cstewart@gbswlaw.com](mailto:cstewart@gbswlaw.com)

I have received your request to waive service of a summons in this action, along with a copy of the complaint in the action, copies of this waiver, and a means by which I can return the signed waiver to you without cost to me.

I agree to save the cost of service of summons on each named Defendant and an additional copy of the complaint in this lawsuit by not requiring that I, or the entity I represent, be served with judicial process in the manner provided by Rule 4.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from June 17, 2021, the date when this request was sent. If I fail to do so, a default judgment will be entered against me or the entity I represent.

---

Printed Name of Parties Waiving Service of Summons

---

DATE

---

SIGNATURE

Printed/Typed Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

#### **DUTY TO AVOID UNNECESSARY COSTS OF SERVICE OF SUMMONS**

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

“Good cause” does not include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant’s property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

# CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

J. Medinger  
m/m  
D. Blakely-Ihrig  
C. Lestar  
G. Aschayos

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. 13<sup>th</sup> 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: J.B. Priest
2. Address: 1044 Kirkwood  
City: Dubuque State: IA Zip: 52002
3. Telephone Number: 612-747-3287
4. Date of Incident: 02/12/2021
5. Time of Incident: Approx. 5:00 a.m.
6. Location of Incident (Be specific): Basement of home (address above)

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.)

Water main broke and flowed into sewer line. See attached video provided, \* Can provide via email \*

8. What were weather conditions like? Approx -20°F
9. Give name and address of any witnesses: City Water official
10. Did police investigate? (If so, give names of officers.)

No

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

No



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

Yes. Please see attached pictures and estimates

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

N/A

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.)

Not yet

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

\$9,909.60

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

City of Dubuque failed equipment - They acknowledged.

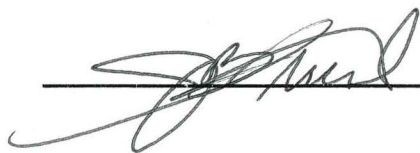
17. Have you made any claim against anyone else for damages as a result of this incident? (If yes, give name and address.)

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 16<sup>th</sup> day of June, 2021.



John Brian Priest

\*  
Video of water  
break is available.  
Contact JB Priest  
612-747-3287  
(or Catherine Marty  
563-580-5831)  
\*





3110 Kane Court • Dubuque, Iowa 52001 • Ph. 563-599-3602

## QUOTATION

DATE: March 5, 2021

RE: J.B. Priest – Residence  
1044 Kirkwood Street  
Dubuque, IA 52001  
612-747-3287

REF #: 1044-362 / Jeff Miller

	DESCRIPTION OF SERVICE	COST
	Lower Level Laundry – tear out baseboard and replace with new	\$525.00
	Lower Level Carpeted areas – Replace pad and carpet	\$350.00
	Lower Level Appliance – unhook, reset, align and reinstall	\$200.00
	Lower Level – Reinstall Boiler Cap, recheck settings	\$ 85.00
	TOTAL	\$1,160.00

*Pricing is based on overview of project as of above listed date. Additional fees for incidentals and critical adjustments may be recommended at time of service.*

Jeff Miller, Miller Construction

**Servpro of Dubuque**

10479 Timothy St  
Dubuque, IA 52003 US  
5635842242  
servprodubuque.com

**BILL TO**

Dana Priest  
1044 Kirkwood St  
DUBUQUE, IA 52001  
United States

**INVOICE 6516110****DATE** 02/24/2021 **TERMS** Net 10

DATE	ACTIVITY	DESCRIPTION	AMOUNT
	<b>Water Contents</b>	Water and mud remediation. Content moved	6,215.27

<b>TOTAL DUE</b>	<b>\$6,215.27</b>
------------------	-------------------

**Invoice # 2021- 300**

Pay To:  
**James Elliott**  
**J & H Plumbing, LLC**  
**5513 Olde Massey Rd.**  
**Dubuque, IA 52003**  
**563-542-4662**

To:  
JB Priest  
1044 Kirkwood  
Dubuque, IA 52001

Date	Service	Cost
2/28/2021	<p>Attempted servicing toilet damaged by other company  Toilet not salvageable  Replaced toilet with Mansfield 160-137 toilet  Labor &amp; materials</p> <p>Thank you,  James</p>	\$365.42
<b>Total</b>		<b>\$365.42</b>

*Balance due upon receipt. Balances not paid within 30 days of invoice date will be charged a finance charge of 2% per month or the maximum permitted by law. All returned checks will incur a \$30 handling charge.*

Bush Refrigeration  
17325 Melody Circle  
Dubuque, IA 52001

For Billing or Service Information

563-582-0025

# Invoice

Date	Invoice #
3/2/2021	5422

Bill To

JB PRIEST  
1044 KIRKWOOD ST.  
DUBUQUE, IA, 52001

P.O. No.	Terms
	Net 15

Quantity	Description	Rate	Amount
	:::::TRUE GLASS ONE DOOR COOLER RUNNING WARM:::::		
	FOUND COMPRESSOR NOT STARTING, CHECKED START CAPACITOR AND FOUND OK. REPLACED START RELAY AND COMPRESSOR STILL WOULD NOT START. REPLACED COMPRESSOR AND FILTER DRIER. PRESSURE TEST, EVACUATED AND RECHARGED SYSTEM WITH FREON R-134A. START UP AND CHECKED OPERATION.		
	TECUMSEH AE4440Y-AA1A COMPRESSOR, 1/3 HP, 115 VOLT	350.00	350.00T
	FREON R-134A	15.96	15.96T
	JB 1/4 ACCESS VALVE	6.95	6.95T
3	HOURS LABOR	85.00	255.00T
	GAS AND TRUCK SURCHARGE	15.00	15.00T
	:::::CUSTOMER REPORTED NOT COOLING AFTER DOWNSTAIRS WASTE WATER BACKUP:::		
		<b>Sales Tax (7.0%)</b>	\$45.00
<u>WE APRECIATE YOUR BUSINESS</u>		<b>Total</b>	\$687.91

A SERVICE CHARGE OF 1.5% WILL BE ASSESSED ON PAST DUE ACCOUNTS



## 02/12/2021 Flood Damage to basement of 1044 Kirkwood residence

Water with sewage flooded into basement at 1044 Kirkwood

See pictures in Sheet 2

Miller Construction	\$ 1,160.00
Servepro of Dubuque	\$6,215.27
J&H Plumbing	\$ 365.42
Bush Refrigeration	\$ 687.91
<b>Sub Total Services</b>	<b><u>\$ 8,428.60</u></b>

### Itemized listing of items damaged/destroyed

Plastic toy bus	\$ 2.00
American Girl dolls	\$ 60.00
American Girl beauty stool	\$ 10.00
American Girl doll bed	\$ 50.00
Skylander Giants Game	\$ 5.00
New poster frame	\$ 5.00
Doll and rocker	\$ 10.00
Large plastic toy castle	\$ 20.00
Large wooden toy castle	\$ 20.00
Children's CDs, 50+ @\$0.50ea	\$ 25.00
Pedestal fan	\$ 10.00
Ribbon Christmas wreath	\$ 15.00
Legs (4) to coffee table	\$ 20.00
Interior paint sprayer	\$ 20.00
100-amp main panel	\$ 25.00
Hot water heater	\$ 25.00
Iron vice and pipe bending set	\$ 25.00
Flourescent ceiling fixture	\$ 29.00
Maytag oven	\$ 50.00
Ornate wooden wall hanging	\$ 50.00
Vacuum	\$ 75.00
New case of clay pigeons	\$ 50.00
Tommy John white Tees	\$ 80.00
8ft Christmass tree	\$ 100.00
Engineering textbooks (50)	\$ 100.00
8x10 area rug	\$ 200.00
8x10 area rug	\$ 200.00
8x12 area rug	\$ 200.00
<b>Sub Total Lost Personal Items</b>	<b><u>\$ 1,481.00</u></b>

(continued)

Men's hunting clothes  
Assorted clothing from laundry  
Misc Electronics  
Hand tools  
VCR  
Wall pictures  
Window screens  
Toys, miscellaneous  
Doll cloths

**Total Loss** \$ 9,909.60



City working on main break 02/12/21



Cleaning crew

Water returning to basement through sewer line



Laundry area

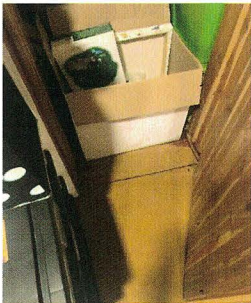




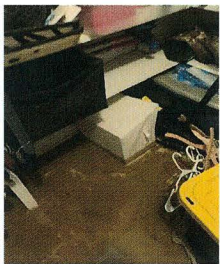
Utility Room



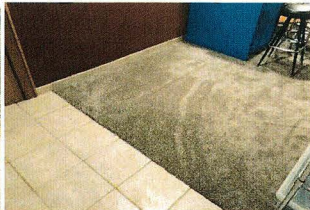
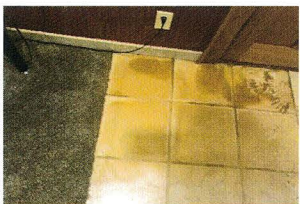
Cedar Closet



Drying Room



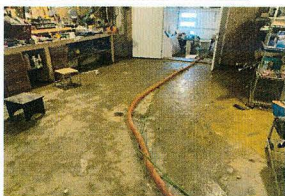
Family Room



Old garage area



Sewage flow down steps to garage







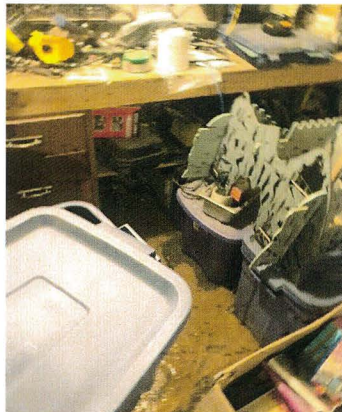
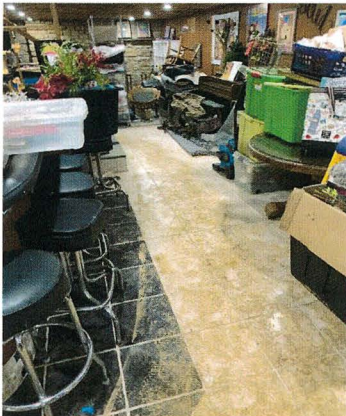
Sewage downstairs bath



New Garage



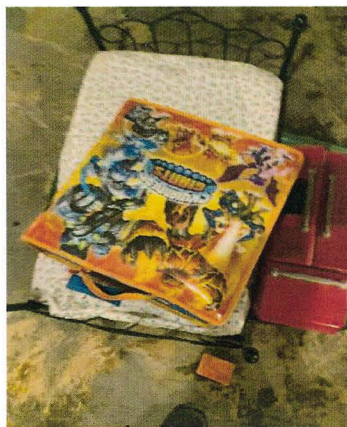
Cleanup and sorting







Toy bus \$2



Skylander Giants Game \$5



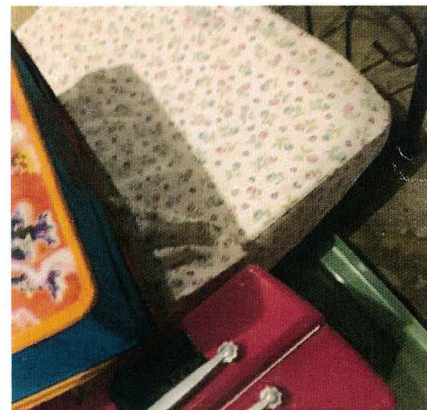
New poster frame \$5



American Girl dolls \$60



Am Girl doll beauty stool \$10



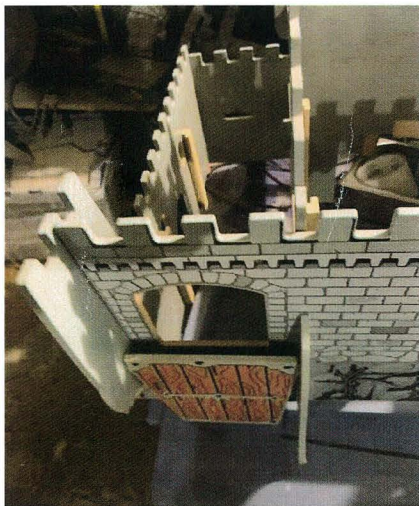
American Girl doll bed \$100



Doll and rocker \$10



Large plastic toy castle \$25



Large wooden toy castle \$25

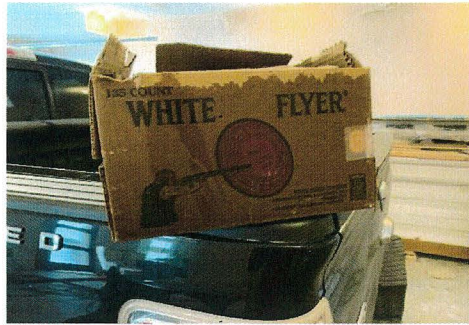


Over 50 children's CDs \$25  
@ \$0.50 ea





Pedestal fan \$10



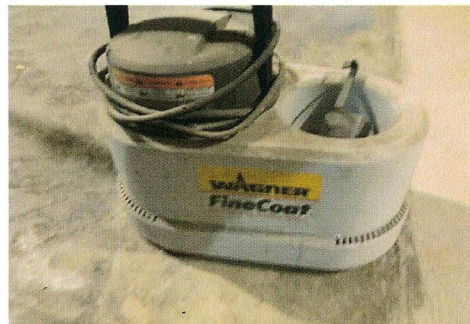
New case of clay pigeons \$50



Fancy Christmas wreath \$15



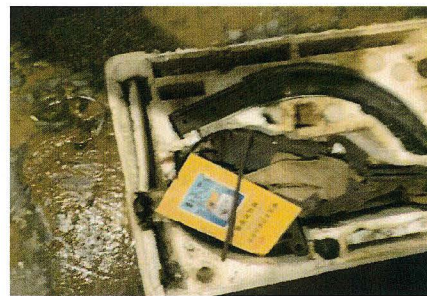
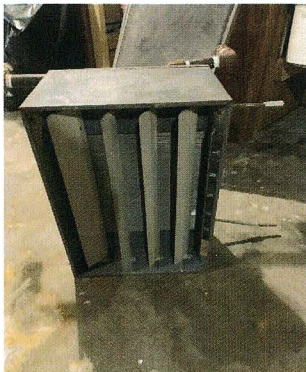
Legs (4) to glass coffee table \$20



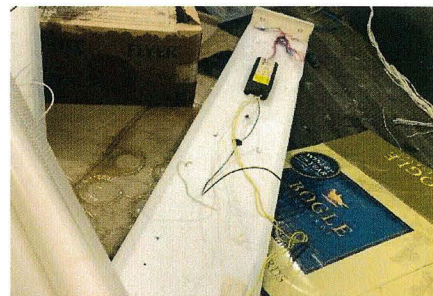
Interior paint sprayer \$20



100-amp main panel \$25



Iron vice and pipe bending set \$25



Flourescent ceiling fixture \$29

Hot water heater \$25



Maytag oven \$50

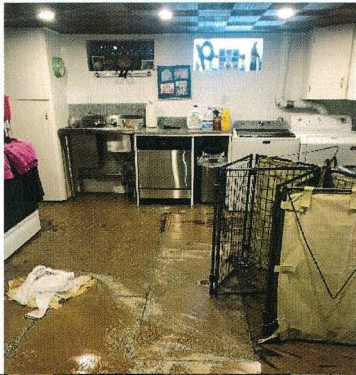


Ornate wooden wall hanging \$50

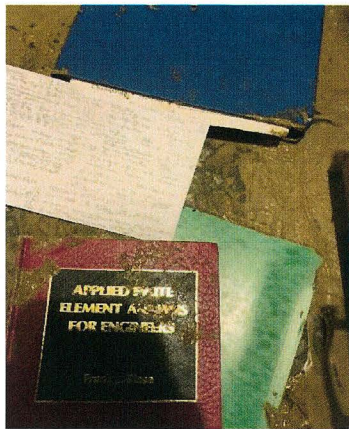
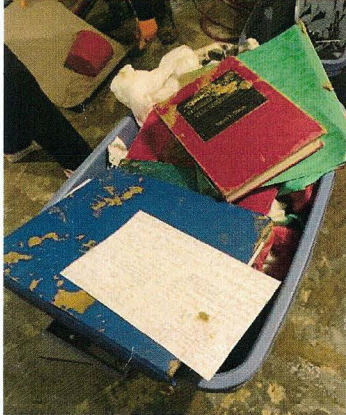


Vacuum \$75

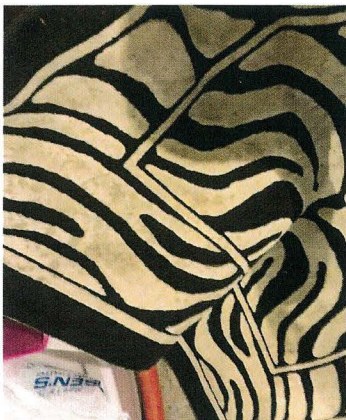




8-ft Christmas Tree \$100



Engineering text books, 50 books @ \$2/ea \$100



8x10 area rug \$400



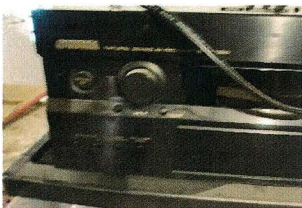
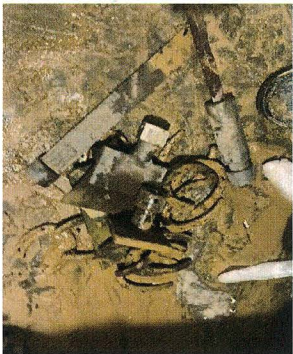
8x10 area rug \$400



8x12 area rug \$400



Examples of many things tossed, out but no price recorded



---

## 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, Douglas Spyrison, 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.

  
Signature

6/23/21  
Date



## 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. 13<sup>th</sup> 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: Douglas Spyrison
2. Address: 1295 Grove Terrace  
City: Dubuque State: IA Zip: 52001
3. Telephone Number: 563.580.3595
4. Date of Incident: 9/28/2020
5. Time of Incident: 4PM
6. Location of Incident (Be specific): 459 Loras gas explosion breaking our windows at address above

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.)

459 Loras gas explosion breaking our windows at address above

8. What were weather conditions like? nice Fall day
9. Give name and address of any witnesses: Well documented by city and TH
10. Did police investigate? (If so, give names of officers.)  
multiple city staff on site of explosion
11. Was anyone injured? (If so, give names, addresses, and extent of injuries).

not applicable to us



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.)

3 windows suffered breakage in our home, Final billing for the repair was \$1225.00 These were leaded glass windows requiring skilled repair

A 4th wooden casement widow had been repaired previously by the homeowner, no claim.

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

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

West Bend Insurance, West Bend, WI (Friedman Insurance, agency) \$500

15. What amount do you claim from the City of Dubuque?  
\$725 from liable payer

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

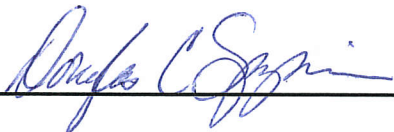
We understand the city is collecting and handling the claims for the liable payer.

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 9th day of June, 2021.



(Signature)

Douglas C Spyrison

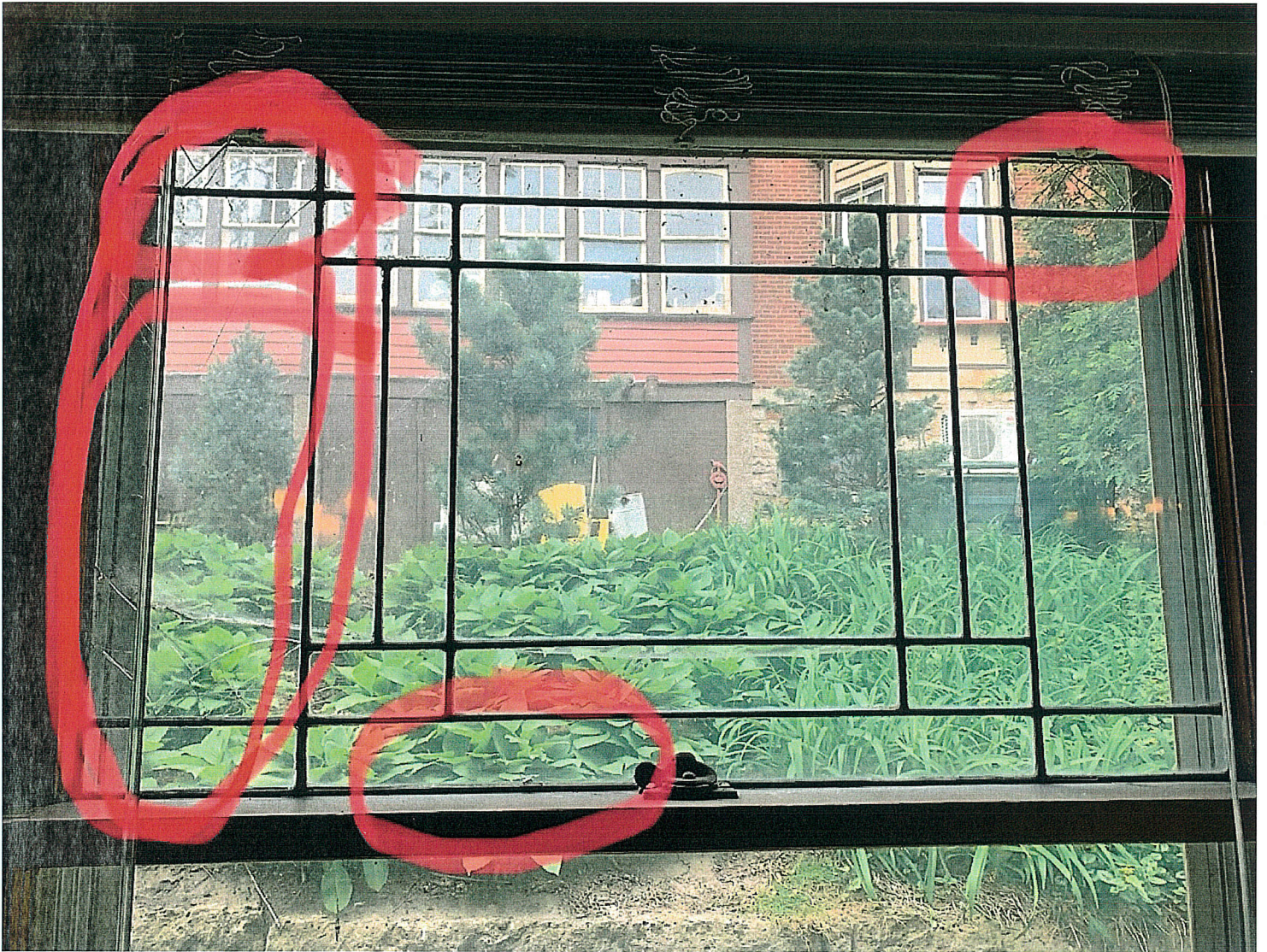
(Print Name)

RECEIVED  
21 JUN 24 AM 8:04  
City Clerk's Office  
Dubuque, IA



















## 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. 13<sup>th</sup> 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: Jane Thorne & Michael Thorne
2. Address: 2714 Sheridan Road  
City: Pekin State: IL Zip: 61554
3. Telephone Number: 309-645-5651
4. Date of Incident: 4-26-21
5. Time of Incident: 11:22
6. Location of Incident (Be specific): Algona St<sup>N</sup> and Loras Blvd  
X coordinate 00689681 Y coordinate 04707828
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.)  
Benny Cook crossed center line. I swerved to avoid contact but she hit and smashed my mirror
8. What were weather conditions like? Sunny & clear
9. Give name and address of any witnesses: \_\_\_\_\_
10. Did police investigate? (If so, give names of officers.)  
yes Officer Samuel White case # 2021-002816
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.)

Truck mirror

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

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

No

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

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

She hit me after crossing center line

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

No

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

No

Dated at Dubuque, Iowa this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Jane Thorne



(Signature)

Jane Thorne

Michael Thorne

(Print Name)

City Clerk's Office  
Dubuque, IA

21 JUL - 1 PM 1:29

RECEIVED



# Driver Information Exchange Report

DUBUQUE POLICE DEPARTMENT  
(563) 589-4410

UNIT 001	Driver's Name - Last <b>COOK</b>		First <b>JENNY</b>		Middle <b>LYNN</b>		Suffix	Age <b>45</b>	Gender <b>FEMALE</b>
	Address <b>2472 RADFORD RD</b>				City <b>ASBURY</b>		State <b>IA</b>	Zip <b>52002-0000</b>	Home/Cell Phone Number <b>(563) 451-3090</b>
	CDL? <b>NO</b>	Driver's License Number <b>[REDACTED]</b>	Class <b>C</b>	State <b>IA</b>	Endorsements <b>NONE</b>	Restrictions <b>B</b>	Insurance Co. Name <b>ICAP</b>		Insurance Co. Phone # <b>(563) 589-4144</b>
	Owner Company Name <b>CITY OF DUBUQUE</b>						Insurance Policy # <b>53</b>		
	Owner's Name - Last		First		Middle		Suffix		
	Address <b>50 W 13TH ST</b>				City <b>DUBUQUE</b>		State <b>IA</b>	Zip <b>52001</b>	Vehicle Configuration <b>02</b>
	VIN No. <b>3C6JR7DT1HG675507</b>	Year <b>2017</b>	Make <b>RAM - RAM</b>		Model <b>1500ST</b>		Style <b>PK</b>	Color <b>WHI</b>	
	License Plate # <b>107280</b>	State <b>IA</b>	Year <b>2009</b>	Most Damaged Area <b>09 - MIDDLE DRIVER SIDE</b>				Approximate Cost to Repair or Replace <b>\$200.00</b>	

UNIT 002	Driver's Name - Last <b>RATCLIFF</b>		First <b>JOHN</b>		Middle <b>CHRISTIAN</b>		Suffix	Age <b>23</b>	Gender <b>MALE</b>
	Address <b>201 W 17TH ST APT A11</b>				City <b>DUBUQUE</b>		State <b>IA</b>	Zip <b>52001-0000</b>	Home/Cell Phone Number <b>(760) 525-1959</b>
	CDL? <b>NO</b>	Driver's License Number <b>[REDACTED]</b>	Class <b>C</b>	State <b>IA</b>	Endorsements <b>NONE</b>	Restrictions <b>NONE</b>	Insurance Co. Name <b>AMERICAN FAMILY MUTUAL</b>		Insurance Co. Phone # <b>(309) 353-8700</b>
	Owner Company Name						Insurance Policy # <b>129209611368FPPAIL</b>		
	Owner's Name - Last <b>RATCLIFF</b>		First <b>JOHN</b>		Middle <b>CHRISTIAN</b>		Suffix		
	Address <b>201 W 17TH ST APT A11</b>				City <b>DUBUQUE</b>		State <b>IA</b>	Zip <b>520010000</b>	Vehicle Configuration <b>02</b>
	VIN No. <b>1FTPW14V59FA60925</b>	Year <b>2003</b>	Make <b>DODGE - DODG</b>		Model <b>RAM</b>		Style <b>PK</b>	Color <b>RED</b>	
	License Plate # <b>2623235B</b>	State <b>IL</b>	Year <b>2022</b>	Most Damaged Area <b>10 - FRONT DRIVER SIDE</b>				Approximate Cost to Repair or Replace <b>\$500.00</b>	

County <b>DUBUQUE - 31</b>		Accident occurred within corporate limits of (city) <b>DUBUQUE - 2100</b>	
Literal Description <b>ALGONA ST N AND LORAS BLVD</b>			
X-Coordinate <b>00689681</b>		Y-Coordinate <b>04707828</b>	
If accident occurred outside of city limits show general vicinity:		Direction of	Nearest City
On Road, Street, or Highway:		At Intersection with:	
Distance	Direction	Distance	Direction
and		of	
Milepost Number		Or	
Definable intersection, bridge, or railroad crossing			
Officer <b>OFFICER SAMUEL WHITE</b>		Badge No. <b>35</b>	Law Enforcement Case Number <b>2021-002816</b>
Date of Accident <b>04/26/2021</b>		Time of Accident <b>11:22 Hrs.</b>	



MIKE MURPHY FORD INC.  
565 WEST JACKSON ST MORTON IL 61550

**JANE THORNE**

Home:  
Mobile:  
Work:  
Email:

Jun 26, 2021 07:38 AM  
YMMS: 2009 Ford Pickup F150  
Engine: 5.4L Eng  
License:  
VIN:  
Odometer:

TYPE	DESCRIPTION	PART #	QTY	PRICE	LINE TOTAL
Labor	DOOR MIRROR - Remove & Replace - [DOES NOT include refinishing (where applicable).] F150 Power Mirror,Each	-	-	-	\$142.50
Parts	DOOR MIRROR - [Contact Dealer with VIN for proper application and price.]	9L3Z-17683-CB	1.0	\$211.48	\$211.48

Labor:	\$142.50
Parts:	\$211.48
Shop Supplies:	\$14.25
Hazardous Materials:	\$1.00
Labor Taxes:	\$0.00
Parts Taxes:	\$14.87
<b>TOTAL:</b>	<b>\$384.10</b>

Customer Signature: \_\_\_\_\_

















**CRENNA M. BRUMWELL, ESQ.**  
**CITY ATTORNEY**

**To:** Michael C. Van Milligen  
City Manager

**DATE:** June 28, 2021

**RE:** Settlement with Gary Stelpflug and 2G2, LLC

The City of Dubuque was previously notified of a potential claim related to a lease between Operation New View and Gary Stelpflug/2G2, LLC due to the City's membership in the governance of Operation New View. Upon receipt the City Council was notified of the claim on a council agenda.

HACAP, as the successor to Operation New View, entered into discussion with the landlord to explore resolution of the claim. Recently, the City was made aware of a Settlement Agreement and Mutual Release of All Claims between HACAP / Operation New View and the landlord which released any potential claim against all organizations previously put on notice, including the City of Dubuque. As the original notice appeared on a City Council agenda, the notification of release will be placed on the July 6, 2021 agenda.

Thank you.

June 24, 2021

Crenna Brumwell  
City Attorney  
City of Dubuque  
[cbrumwel@cityofdubuque.org](mailto:cbrumwel@cityofdubuque.org)

RE: Settlement with Gary Stelpflug and 2G2, LLC

Dear Ms. Brumwell:

As a follow-up to our telephone conversation of June 23, 2021, attached is a Settlement Agreement between Jeff Hiatt's client and my client ending this matter. As we discussed the City of Dubuque is named as a released party.

If you need anything further please let me know.

Very truly yours,



Steven J. Pace  
[sjp@shuttleworthlaw.com](mailto:sjp@shuttleworthlaw.com)

SJP/bh  
Enclosure  
Cc: Jeff Hiatt [jhiatt@cwcmllaw.com](mailto:jhiatt@cwcmllaw.com)

## **SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS**

This Settlement Agreement and Mutual Release of All Claims is entered into by and between Gary Stelpflug and 2G2, LLC (collectively "Landlord") and Hawkeye Area Community Action Program ("HACAP"). For and in consideration of the mutual promises and assurance, and other good and valuable consideration set forth herein, and pursuant to a settlement of all pending claims reached through negotiations between counsel for the parties, the parties hereby AGREE:

1. The parties have reached a settlement of this matter on or about May 18, 2021. The terms of the settlement between the parties are set forth herein.

2. It is the intention of the parties pursuant to the settlement reached to settle any and all claims of any kind or character that Landlord may have against HACAP and that HACAP may have against Landlord and other Released Parties arising out of the matters referred to herein.

3. HACAP will pay to Landlord the sum of Forty-five Thousand Dollars (\$45,000) cash upon execution of this Settlement Agreement and Mutual Release of All Claims. The execution of the Settlement Agreement and Mutual Release of All Claims by Landlord shall serve as acknowledgement that payment has been received by Landlord.

4. For and in consideration of the payment set forth above, HACAP hereby releases, acquits and forever discharges Landlord and Landlord hereby releases, acquits and forever discharges HACAP, Operation New View, Dubuque County, Iowa, Delaware County, Iowa, Jackson County, Iowa, City of Dubuque, Iowa, Iowa Department of Human Rights and all of their past and present employees, agents, representatives, parents, subsidiaries, affiliates, members, officials, insurers, reinsurers and attorneys ("Released Parties") from any and all liability whatsoever, including all claims, demands and causes of action of every nature which HACAP and Landlord respectively have, or may claim to have, arising out of any of the following:

- (a) A certain Amended and Restated Lease – Business Property related to property locally known as 1473 Central Avenue, Dubuque, IA 52001, between Landlord and Operation New View, (the “Leased Premises”) including certain space in a building known as the “Conlin Building”.
- (b) The occupancy by Operation New View and/or HACAP of the aforesaid Leased Premises including certain space in a building known as the Conlin Building by Operation New View and/or HACAP at any time.
- (c) Any damage to Landlord’s property allegedly caused by Released Parties at any time;
- (d) Any utility charges, fees, costs or bills incurred at any time by Released Parties and/or Landlord with respect to the Leased Premises;
- (e) Any acts or omissions by Released Parties at any time up to the date of this Settlement Agreement and Release in connection with the Leased Premises and the certain Amended and Restated Lease – Business Property;
- (f) Any amounts allegedly due or claimed by Landlord against Released Parties by virtue of the rental of parking spaces adjacent to, or as part of, the Leased Premises at any time;
- (g) Any amounts allegedly due by any Released Party to another Released Party under any agreement of any kind or character between Operating New View and Landlord;
- (h) Any amounts allegedly due by any Released Party to another Released Party under any agreement of any kind or character between HACAP and Landlord; and
- (i) Anything arising directly or indirectly out of (a) – (h) above.

5. Each party to this Agreement expressly states and warrants that no third party is entitled to receive any of the funds being paid by Released Parties pursuant to this Settlement, and that there are no outstanding mortgages, liens, security interests, mechanic’s liens, subrogation claims or other claims in favor of any person, firm, corporation or entity which would attach to or in any way constrain or encumber the funds being paid by Released Parties to Landlord.

6. The above sum is all that Landlord will receive from any Released Party, and no promise for any other or further consideration has been made to Landlord by anyone.



**CAUTION: THIS IS A RELEASE - READ BEFORE SIGNING!**

DATED: June 4, 2021

Gary Stelpflug  
GARY STELPFLUG

2G2, LLC

BY: Gary Stelpflug  
NAME

OWNER  
TITLE

LANDLORD

DATED: June 4, 2021

HAWKEYE AREA COMMUNITY  
ACTION PROGRAM

BY: Jane Drapanski  
NAME

Chief Exec. Officer  
TITLE

HACAP

**APPROVED AS TO SUBSTANCE AND FORM:**

DATED: June 7, 2021

CLEMENS, WALTERS, CONLON,  
RUNDE & HIATT, L.L.P.

BY: Jeff Hiatt  
JEFF HIATT  
ATTORNEYS FOR Landlord

DATED: June 4, 2021

SHUTTLEWORTH & INGERSOLL,  
P.L.C.

BY: Steven J. Pace  
STEVEN J. PACE  
ATTORNEYS FOR HACAP

**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: J.B. Priest for property damage, Douglas Spyrisson for property damage.

**SUGGESTED  
DISPOSITION:**

Suggested Disposition: Receive and File; Concur

**ATTACHMENTS:**

**Description**

ICAP Referral

**Type**

Supporting Documentation



M E M O R A N D U M

**JONI MEDINGER**  
**LEGAL ADMINISTRATIVE ASSISTANT**

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

**DATE:** 6/18/2021

**RE:** Claim Against the City of Dubuque by J.B. Priest

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
J.B. Priest	6/16/2021	2/12/2021	Property Damage

This is a claim in which claimant alleges claimant's property was damaged due to flooding from a watermain break.

This claim has been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool.

cc: Michael C. Van Milligen, City Manager  
Christopher Lester, Water Department Manager  
J.B. Priest



M E M O R A N D U M

**JONI MEDINGER**  
**LEGAL ADMINISTRATIVE ASSISTANT**

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

**DATE:** 6/29/2021

**RE:** Claim Against the City of Dubuque by Douglas Spyrison

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Douglas Spyrison	6/9/2021	9/28/2020	Property Damage

This is a claim in which claimant alleges claimant's windows were broken as a result of a September 2020 gas explosion on Loras Boulevard.

This claim has been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool.

cc: Michael C. Van Milligen, City Manager  
Alexis Steger, Housing & Community Development Director  
Douglas Spyrison

**City of Dubuque  
City Council Meeting**

**Consent Items # 4.**

---

**ITEM TITLE:** Approval of City Expenditures  
**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:**

<b>Description</b>	<b>Type</b>
Expenses Submitted for City Council Approval-MVM Memo	City Manager Memo
Memo	Staff Memo
Resolution	Resolutions
Expenditure Report	Supporting Documentation
Expenditure 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:** June 29, 2021

Director of Finance and Budget Jennifer Larson is submitting expenses to the City Council for approval at the July 6, 2021 meeting. Payments on these expenses will be made July 7, 2021.

In addition, Finance is submitting expenses paid since June 23, 2021, 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  
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: June 28, 2021

RE: Expenses Submitted for City Council Approval

Finance is submitting the following expenses to City Council for approval at the July 6, 2021 meeting. Payments on these expenses will be made July 7, 2021.

In addition, Finance is submitting expenses paid since June 23, 2021 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:

\_\_\_\_\_  
Adrienne N. Breitfelder, City Clerk



## Council Approval

**Pay Date: 7/7/2021**

VENDOR NAME	PAYMENT AMOUNT	DESCRIPTION
AARON DOUGLAS	\$ 2,900.00	TREE/STUMP REMOVAL &
ABCREATIVE INC		3353 VALLEY HIGH PARK
ACCESS TECHNOLOGIES INC	169.72	AMERICORPS COPIER LEA
ACCESS TECHNOLOGIES INC	79.08	AGREEMENT FOR MAILROO
ACCESS TECHNOLOGIES INC	316.33	AGREEMENT FOR MAILROO
ACCO UNLIMITED CORPORATION	1626.7	CHLORINATING SOLUTION
ACCO UNLIMITED CORPORATION	704.4	CHLORINATING SOLUTION
ACCURATE ANALYTICAL TESTIN	130	DUST WIPE TESTING LEA
ACCURATE ANALYTICAL TESTIN	65	719 UNIVERSITY DUST W
ACCURATE ANALYTICAL TESTIN	70	249 YORK DUST WIPE TE
ACCURATE ANALYTICAL TESTIN	65	DUST WIPE TESTING LEA
ACUSHNET CO	1863.49	GOLF BALLS
ACUSHNET CO	466.69	GOLF BALLS
ADVANTAGE SHEET METAL INC	2423.86	FEDERAL BUILDING UNIT
ADVANTAGE SHEET METAL INC	360.85	SERVICE CALL TO ANNEX
AIRGAS USA LLC	1765.38	CO2
AIRGAS USA LLC	16.96	MEDICAL OXYGEN FOR AM
AIRGAS USA LLC	20.54	MEDICAL OXYGEN FOR AM
AIRGAS USA LLC	27.23	MEDICAL OXYGEN FOR AM
AIRGAS USA LLC	38.77	MEDICAL OXYGEN FOR AM
ALL SEASONS HEATING & COOL	127.5	MAINTENANCE ON A/C AT
ALLIANT ENERGY	2627.77	UTILITY EXPENSE - ELE
ALLIANT ENERGY	1112.68	UTILITY EXPENSE - ELE
ALLIANT ENERGY	16.71	ENERGY COSTS FOR 2350
ALLIANT ENERGY	1049.74	ENERGY COSTS FOR VARI
ALLIANT ENERGY	105.71	ENERGY COSTS FOR 1699
ALLIANT ENERGY	24.83	ENERGY COSTS FOR 1699
ALLIANT ENERGY	183.42	FY22 ELECTRICAL SERVI
ALLIANT ENERGY	36.25	THRU JUNE 30 2022
ALLIANT ENERGY	515.96	THRU JUNE 30 2022
ALLIANT ENERGY	177.17	THRU JUNE 30 2022
ALLIANT ENERGY	464.37	THRU JUNE 30 2022
ALLIANT ENERGY	1011.29	THRU JUNE 30 2022
ALLIANT ENERGY	268.31	THRU JUNE 30 2022
ALLIANT ENERGY	268.3	THRU JUNE 30 2022
ALLIANT ENERGY	4000.28	THRU JUNE 30 2022
ALLIANT ENERGY	58.41	THRU JUNE 30 2022
ALLIANT ENERGY	8697.45	BUILDING ELECTRICAL S
ALLIANT ENERGY	76.52	THRU JUNE 30 2022
ALLIANT ENERGY	15440.31	WRRC ELECTRICAL USE -
ALLIANT ENERGY	16405.94	WRRC ELECTRICAL USE -
ALTORFER INC	178.25	POWER BUGGY RENTAL FO
AMERICAN LEGION POST 6	1094.25	FLAGS
ARCTIC GLACIER USA INC	216.3	ICE FOR AIRCRAFT
AV FUEL	35	AVFUEL HUB ONLINE POS

VENDOR NAME	PAYMENT AMOUNT	DESCRIPTION
AV FUEL	18586.17	AVIATION FUEL FOR RES
AV FUEL	18627.21	AVIATION FUEL FOR RES
B L MURRAY COMPANY INC	29.04	MUR-MODW-80 - MONK DI
BALL HORTICULTURAL COMPANY	1391.06	PERENNIALS FOR EPP
BARD MATERIALS CENTRAL	91.5	CONCRETE FOR FY21
BARD MATERIALS CENTRAL	61	CONCRETE FOR FY21
BARD MATERIALS CENTRAL	273	CONCRETE FOR FY21
BARD MATERIALS CENTRAL	1148	CONCRETE FOR FY21
BARD MATERIALS CENTRAL	470	CONCRETE STREET PATCH
BARD MATERIALS CENTRAL	513	CONCRETE STREET PATCH
BARD MATERIALS CENTRAL	180	1 1/2 CY C-4 MIX CONC
BARD MATERIALS CENTRAL	100	SMALL LOAD CHARGE
BARD MATERIALS CENTRAL	90	3/4 CY C-4 MIX CONCRE
BARD MATERIALS CENTRAL	4423.19	CONCRETE USED ON JFK
BARD MATERIALS CENTRAL	444	CONCRETE USED ON JFK
BARD MATERIALS CENTRAL	366	3 CY C-4 MIX CONCRETE
BARD MATERIALS CENTRAL	50	SMALL LOAD CHARGE
BARD MATERIALS CENTRAL	173.25	1 1/2 CY 4000# MIX CO
BARD MATERIALS CENTRAL	100	SMALL LOAD CHARGE
BARD MATERIALS CENTRAL	396.5	3 1/4 CY C-4 MIX CONC
BARD MATERIALS CENTRAL	50	SMALL LOAD CHARGE
BARD MATERIALS CENTRAL	240	2 CY C-4 MIX CONCRETE
BARD MATERIALS CENTRAL	75	SMALL LOAD CHARGE
BEVERLY H WAGNER	41.25	REIMBRUSEMENT FOR TRA
BI-COUNTY DISPOSAL INC	50	TRANSFER SCRAP METAL
BIG RIVER SIGN COMPANY INC	1549.15	BEE BRANCH STORYWALK
BIG RIVER SIGN COMPANY INC	2103.58	VETS MEMORIAL SIGN -
BILL MILLER LOGGING INC	175	EPP
BILL MILLER LOGGING INC	175	EPP
BLACK HILLS/IOWA GAS UTILI	31.54	ENERGY COSTS FOR 2401
BLACK HILLS/IOWA GAS UTILI	3500.74	THRU JUNE 30 2022
BLACK HILLS/IOWA GAS UTILI	36.17	THRU JUNE 30 2022
BLACK HILLS/IOWA GAS UTILI	10122.23	WRRRC GAS USAGE - FY22
BOUND TREE MEDICAL LLC	81.06	VARIOUS MEDICAL SUPPL
BOUND TREE MEDICAL LLC	964.58	VARIOUS MEDICAL SUPPL
BOUND TREE MEDICAL LLC	389.47	VARIOUS MEDICAL SUPPL
BOUND TREE MEDICAL LLC	301.3	VARIOUS MEDICAL SUPPL
BOUND TREE MEDICAL LLC	28.9	VARIOUS MEDICAL SUPPL
BYRNE SOFTWARE TECHNOLOGIE	405	SOFTWARE CODING ASSIS
CALLAWAY GOLF SALES COMPAN	162.9	GOLF CLUBS AND BALLS
CALLAWAY GOLF SALES COMPAN	888.98	GOLF CLUBS AND BALLS
CALLAWAY GOLF SALES COMPAN	108	GOLF CLUBS AND BALLS
CALLAWAY GOLF SALES COMPAN	108	GOLF CLUBS AND BALLS
CALLAWAY GOLF SALES COMPAN	392.4	GOLF CLUBS AND BALLS
CALLAWAY GOLF SALES COMPAN	615.83	GOLF CLUBS AND BALLS
CANVAS PRODUCTS INC	35	10 OF VELCRO
CAPITAL SANITARY	180.15	JANITORIAL SUPPLIES F
CAPITAL SANITARY	61.18	JANITORIAL SUPPLIES F
CAPITAL SANITARY	33.99	JANITORIAL SUPPLIES F

VENDOR NAME	PAYMENT AMOUNT	DESCRIPTION
CAPITAL SANITARY	64.58	JANITORIAL SUPPLIES F
CAPITAL SANITARY	131.2	FLORA POOL
CAPITAL SANITARY	62.25	BHGC
CAPITAL SANITARY	116.51	BHGC
CAPITAL SANITARY	228	JANITORIAL SUPPLIES
CDW GOVERNMENT INC	1962.23	QUOTE 1C50485 TRIPP L
CENTRISYS CORPORATION	1068.72	#26987 - KLUBER NBU 1
CENTRISYS CORPORATION	13.38	SHIPPING - INV#PSI-26
CHAMBER DEVELOPMENT LLC	2064.82	FY22 RENT
CHAVENELLE STUDIO METALWOR	415	2 EACH CIRCLE EXCELLE
CHEMSEARCH	109.98	DUO POWER FOR THE MSC
CHEMSEARCH	37.35	DUO POWER FOR THE MSC
CHEMSEARCH	20.75	DUO POWER FOR THE MSC
CHEMSEARCH	39.42	DUO POWER FOR THE MSC
CHEMSEARCH	150	WATER TREATMENT - BLD
CHEMSEARCH	310	WATER TREATMENT - BLD
CHEMSEARCH	375	WATER TREATMENT - ADM
CINTAS CORP	156.77	FY2021 UNIFORMS
CINTAS CORP	0.34	FY2021 UNIFORMS
CINTAS CORP	139.62	FY2021 UNIFORMS
CINTAS CORP	89	WEEKLY MAT AND MOP SE
CINTAS CORP	30.22	WEEKLY MAT AND MOP SE
CINTAS CORP	16.8	WEEKLY MAT AND MOP SE
CINTAS CORP	31.91	WEEKLY MAT AND MOP SE
CINTAS CORP	169.96	CLEANING THE RESTROOM
CINTAS CORP	57.73	CLEANING THE RESTROOM
CINTAS CORP	32.08	CLEANING THE RESTROOM
CINTAS CORP	60.94	CLEANING THE RESTROOM
CINTAS CORP	47.92	BHGC AND OFFICE THRU
CINTAS CORP	47.92	BHGC AND OFFICE THRU
CINTAS CORP	177.41	FY2021 UNIFORMS
CINTAS CORP	77.91	133-UNIFORM MAINTENAN
CINTAS CORP	139.96	FY2021 UNIFORMS
CINTAS CORP	6.08	MATS AND SHOP TOWELS
CINTAS CORP	5.6	MATS AND SHOP TOWELS
CINTAS CORP	13.83	MATS AND SHOP TOWELS
CINTAS CORP	77.91	133-UNIFORM MAINTENAN
CINTAS CORP	11.61	220-UNIFORM MAINTENAN
CINTAS CORP	84.23	SERVICE AT THE MSC FO
CINTAS CORP	28.61	SERVICE AT THE MSC FO
CINTAS CORP	15.89	SERVICE AT THE MSC FO
CINTAS CORP	30.2	SERVICE AT THE MSC FO
CINTAS CORP	323.72	RUGS & TOWELS FOR THE
CINTAS FIRST AID & SAFETY	11.9	FIRST AID SUPPLIES
CINTAS FIRST AID & SAFETY	11.9	FIRST AID SUPPLIES
CINTAS FIRST AID & SAFETY	11.9	FIRST AID SUPPLIES
CINTAS FIRST AID & SAFETY	150.8	FIRST AID SUPPLIES
CINTAS FIRST AID & SAFETY	23.82	FIRST AID SUPPLIES
CINTAS FIRST AID & SAFETY	15.88	FIRST AID SUPPLIES

VENDOR NAME	PAYMENT AMOUNT	DESCRIPTION
CINTAS FIRST AID & SAFETY	55.55	FIRST AID SUPPLIES
CINTAS FIRST AID & SAFETY	11.9	FIRST AID SUPPLIES
CINTAS FIRST AID & SAFETY	35.71	FIRST AID SUPPLIES
CINTAS FIRST AID & SAFETY	67.46	FIRST AID SUPPLIES
CINTAS FIRST AID & SAFETY	107.27	MEDICINE CABINET REFI
CINTAS FIRST AID & SAFETY	281.54	FIRST AID SUPPLIES FO
CITY CLERK REFUNDS	300	SE21-065. DAMAGE DEPO
CITY TREASURER	39.46	LEISURE SERVICES-CASH
CITY TREASURER	36.11	LEISURE SERVICES-HAND
CITY TREASURER	6.95	PETTY CASH
CITY TREASURER	5	PETTY CASH
CITY TREASURER	7.04	PETTY CASH
CITY TREASURER	46.82	PETTY CASH
CITY TREASURER	7.67	PETTY CASH
CITY TREASURER	9.04	PETTY CASH
CITY TREASURER	0.76	PETTY CASH
CITY TREASURER	0.62	PETTY CASH
CITY TREASURER	6.46	PETTY CASH
CITY TREASURER	31.98	PETTY CASH
CITY TREASURER	15.75	PETTY CASH
CITY TREASURER	1.65	PETTY CASH
CITY TREASURER	30.94	PETTY CASH
CITY TREASURER	7	PETTY CASH
CLARKE UNIVERSITY	268.15	FY21 FRANCHISE FEES
CLARKE UNIVERSITY	3147.57	FY21 FRANCHISE FEES
CLEAVER-BROOKS SALES AND S	625.09	#NPN 537-G01-HM - KUN
CLEAVER-BROOKS SALES AND S	29.18	ESTIMATED SHIPPING -
COBRA PUMA GOLF	680	GOLF CLUBS AND SHORTS
COBRA PUMA GOLF	874.52	GOLF CLUBS AND SHORTS
COMMAND SECURITY SOLUTIONS	105	REPAIR TO WATER PLANT
COMMAND SECURITY SOLUTIONS	40.5	QUARTERLY ALARM MONIT
COMMAND SECURITY SOLUTIONS	40.5	QUARTERLY ALARM MONIT
COMMAND SECURITY SOLUTIONS	40.5	QUARTERLY ALARM MONIT
COMMAND SECURITY SOLUTIONS	40.5	QUARTERLY ALARM MONIT
COMMAND SECURITY SOLUTIONS	29.99	PARK MANAGERS OFFICE
COMMAND SECURITY SOLUTIONS	27	ALLISON HENDERSON THR
COMMAND SECURITY SOLUTIONS	27	COMISKEY-THRU JUNE 30
COMMUNICATIONS ENGINEERING	30240.21	PATH SOLUTION TOTAL V
COMMUNICATIONS ENGINEERING	877.5	LIGHTNING STRIKE REPA
COMMUNICATIONS ENGINEERING	69.25	ANNUAL SOPHOS RENEWAL
COMMUNICATIONS ENGINEERING	69.25	ANNUAL SOPHOS RENEWAL
COMMUNICATIONS ENGINEERING	69.25	ANNUAL SOPHOS RENEWAL
COMMUNICATIONS ENGINEERING	69.25	ANNUAL SOPHOS RENEWAL
CORI L BURBACH	5	6/16 PARKING RAMP REI
CRAWFORD HEATING AND COOLI	177.2	43 MAIN ST
CRAWFORD HEATING AND COOLI	217.56	3850 ARBORETUM DR
CYCLONE TECHNOLOGY LLC	705	4080-(1) CYCLONE DISK
D & D CONCRETE INC	6221.76	2021 ASPHALT OVERLAY
D & K PRODUCTS	586.58	WETTING AGENT AND GRA

VENDOR NAME	PAYMENT AMOUNT	DESCRIPTION
D & K PRODUCTS	312.5	WETTING AGENT AND GRA
DAN ARENSDORF CONSTRUCTION	1050	37 1/2 CY BLACK DIRT
DAN ARENSDORF CONSTRUCTION	150	DELIVERY
DATA AXLE	536	POLK CITY DIRECTORY F
DATA AXLE	89.33	POLK CITY DIRECTORY F
DATA AXLE	89.34	POLK CITY DIRECTORY F
DATA AXLE	89.33	POLK CITY DIRECTORY F
DEBRA A SEARLES	27.72	JUNE 2021 MILEAGE/PAR
DELL MARKETING LP	3874.96	2 ALL IN 1 COMPUTERS-
DELL MARKETING LP	2952.26	REPLACEMENT COMPUTERS
DELL MARKETING LP	1211.83	VISIONTEK VTWC20 HD 1
DELL MARKETING LP	10906.37	(9) VISIONTEK VTWC20
DELL MARKETING LP	1871.43	DELL LATITUDE 5520 WI
DELL MARKETING LP	1871.43	DELL LATITUDE 5520 WI
DELL MARKETING LP	5157.1	COMPUTER REPLACEMENTS
DESMAN, INC	740	IOWA & LOCUST ST PARK
DIETZ ENTERPRISES LLC	1688.86	TREE STUMP/SIDEWALK R
DIETZ ENTERPRISES LLC	2865.42	TREE STUMP/SIDEWALK R
DIETZ ENTERPRISES LLC	2006.52	TREE STUMP/SIDEWALK R
DIVISION OF LABOR	40	BHGC
DORNER PRODUCTS LLC	1000	ONSITE CLASSROOM TRAI
DORNER PRODUCTS LLC	2000	ONSITE CLASSROOM TRAI
DOUGLAS C HUGHES	41.25	REIMBURSEMENT FOR EXP
DREW COOK & SONS EXCAVATIN	6890	BROKEN WATER LINES AT
DREW COOK & SONS EXCAVATIN	4680	1080 GROVE TERRACE -
DREW COOK REPAIR & FLUID P	3404.88	3468-SERVICE WATER TR
DUBUQUE COMMUNITY SCHOOL D	947.9	LEAP PROGRAM FOR ROOS
DUBUQUE COUNTY ABSTRACT &	85	90 MAIN
DUBUQUE COUNTY AUDITOR	949.87	FRANCHSIE FEE
DUBUQUE COUNTY AUDITOR	97.95	FRANCHSIE FEE
DUBUQUE COUNTY SHERIFF	4723.18	FY21 WAGES/BENEFITS D
DUBUQUE COUNTY SHERIFF	646.54	FY21 SHARED EXPENSES
DUBUQUE COUNTY SHERIFF	16048.26	FY21 SHARED DLEC BUIL
DUBUQUE FIRE EQUIPMENT INC	603.03	BHGC
DUBUQUE HOSE & HYDRAULICS	23.08	SHOP TOOLS
DUBUQUE HOSE & HYDRAULICS	21.6	SHOP TOOLS
DUBUQUE INITIATIVES	16891.4	PAYMENT #26
DUBUQUE INITIATIVES	2219.66	PAYMENT #26
DUBUQUE KARATE CLUB INC	50	JUNE 4 TO JUNE 26 202
DUBUQUE SIGN COMPANY	1876.71	LABOR
DUBUQUELAND DOOR COMPANY	210.68	GARAGE DOOR REPAIR AT
DUBUQUELAND DOOR COMPANY	71.55	GARAGE DOOR REPAIR AT
DUBUQUELAND DOOR COMPANY	39.75	GARAGE DOOR REPAIR AT
DUBUQUELAND DOOR COMPANY	75.52	GARAGE DOOR REPAIR AT
DUBUQUELAND DOOR COMPANY	334.1	GARAGE DOOR REPAIRS A
DUBUQUELAND DOOR COMPANY	113.47	GARAGE DOOR REPAIRS A
DUBUQUELAND DOOR COMPANY	63.04	GARAGE DOOR REPAIRS A
DUBUQUELAND DOOR COMPANY	119.77	GARAGE DOOR REPAIRS A
DUKES ROOT CONTROL INC	24619.8	ROOT FOAMING SEWERS A



VENDOR NAME	PAYMENT AMOUNT	DESCRIPTION
DYNAMIC BRANDS	-164	GOLF CLUBS BAGS AND U
DYNAMIC BRANDS	251.93	GOLF CLUBS BAGS AND U
DYNAMIC BRANDS	240.5	GOLF CLUBS BAGS AND U
DYNAMIC BRANDS	174	GOLF CLUBS BAGS AND U
DYNAMIC BRANDS	231.5	GOLF CLUBS BAGS AND U
DYNAMIC BRANDS	103.25	GOLF CLUBS BAGS AND U
DYNAMIC BRANDS	206.5	GOLF CLUBS BAGS AND U
E J VOGGENTHALER COMPANY	27.5	3457-(1) PC 1 X 1-1/2
E J VOGGENTHALER COMPANY	913	220-(1) PC 5 X 3-1/2
E J VOGGENTHALER COMPANY	80.58	220-(1) PC 3/16 X 8 F
E J VOGGENTHALER COMPANY	139.35	220-(4) PCS 2 X 2 X 1
EAST CENTRAL INTERGOVERN A	5085	FY22 PEI MEMBERSHIP D
EIDE BAILLY LLP	1635	PROFESSIONAL SERVICES
ELECTRONIC PRINT INC	34.87	PLAYGROUND FLYERS POS
ELECTRONIC PRINT INC	6.86	PLAYGROUND FLYERS POS
ELECTRONIC PRINT INC	15.78	PLAYGROUND FLYERS POS
ENERGETICS	240.33	BAD SENSOR ONE COMP.#
ENERGETICS	2348.9	AIR COMPRESSOR COOLER
EXPERIENCED ROOFING	156	ROOF REPAIRS AT THE 2
EXPRESS EMPLOYMENT PROFESS	1002.98	TEMP WORKER FOR THE P
FEDEX	10.67	SHIPPING FEE FOR SPEC
FEDEX	8.93	SHIPPING FEE FOR SPEC
FEDEX	12.51	SHIPPING FOR TAPLEY T
FEHR-GRAHAM & ASSOCIATES L	16069.39	PROF SERV. AGREEMENT
FERGUSON WATER WORKS SUPPL	2250	WIRE FOR NEW CONSTRUC
FERGUSON WATER WORKS SUPPL	2312.5	PRO-RATED MIUS
FERGUSON WATER WORKS SUPPL	1152	METER WIRE FOR NEW CO
FLINT HILLS RESOURCES LP	669.88	2.33 TON CSS-1H TAC O
FLSMIDTH USA INC	396	#12A1017004-SLC1 BALL
FLSMIDTH USA INC	390	#12A1058502-SLC1 COM
FLSMIDTH USA INC	78.6	ESTIMATED SHIPPING -
FOTH INFRASTRUCTURE & ENVI	7639.6	NORTHWEST ARTERIAL -
FOUNTAIN OF YOUTH PROGRAM	250	CDBG FUNDS-3.500LMI -
FOUNTAIN OF YOUTH PROGRAM	250	CDBG FUNDS-3.500LMI-O
FOUNTAIN OF YOUTH PROGRAM	250	CDBG FUNDS-LMI-OWNED
FRED JACKSON TUCKPOINTING	2080	CLEANING/PAINTING MET
G & R TREE SERVICE INC	6600	ASH TREES IN AVON PAR
G & R TREE SERVICE INC	4600	PINE AND MAPLE TREE A
G & R TREE SERVICE INC	2600	COTTONWOODS AT MILLER
G & R TREE SERVICE INC	2400	CHINESE ELM ON ISBORN
GEAR FOR SPORTS	459.14	POD MARINA
GIERKE ROBINSON COMPANY IN	18.07	VALVEL SHUT OFF
GIERKE ROBINSON COMPANY IN	81.25	DIAGNOSTIC CHARGE FOR
GIESE SHEET METAL CO INC	131.18	HVAC REPAIRS AT THE M
GIESE SHEET METAL CO INC	44.55	HVAC REPAIRS AT THE M
GIESE SHEET METAL CO INC	24.75	HVAC REPAIRS AT THE M
GIESE SHEET METAL CO INC	47.02	HVAC REPAIRS AT THE M
GINA S BELL	4.8	2/25 POSTAGE GRN IA C
GINTER TOOLS LLC	1800	133-LAUNCH TOOL SOFTW

VENDOR NAME	PAYMENT AMOUNT	DESCRIPTION
GRAINGER INC	28.12	SAFETY SUPPLIES
GRAINGER INC	28.12	SAFETY SUPPLIES
GRAINGER INC	28.12	SAFETY SUPPLIES
GRAINGER INC	356.22	SAFETY SUPPLIES
GRAINGER INC	56.24	SAFETY SUPPLIES
GRAINGER INC	37.5	SAFETY SUPPLIES
GRAINGER INC	131.23	SAFETY SUPPLIES
GRAINGER INC	28.12	SAFETY SUPPLIES
GRAINGER INC	84.36	SAFETY SUPPLIES
GRAINGER INC	159.35	SAFETY SUPPLIES
GRAYMONT WESTERN LIME INC	3797.68	HIGH CALCIUM QUICKLIM
GRAYMONT WESTERN LIME INC	3731.08	HIGH CALCIUM QUICKLIM
GRAYMONT WESTERN LIME INC	3840.6	HIGH CALCIUM QUICKLIM
GREATER DUBUQUE DEVELOPMEN	8750	FY 21 CONTRACTED SVCS
HATCH BUILDING SUPPLY	710.09	8 - 2 X 2 PAVERS
HAUSERS WATER SYSTEMS INC	130	9 MIXED BED EXCHANGE
HEALTH CARE LOGISTICS	21.94	STERILE FEMALE-FEMALE
HENDERSON PRODUCTS INC	1949.63	3212-(1) MAST PLATE (
HENDERSON PRODUCTS INC	1325.2	3203C-(1) CONVEYOR BE
HISTORIC BLUFFS NEIGHBORHO	617.63	HISTORIC BLUFFS NEIGH
HOLIDAY INN	873.6	735 UNIVERSITY RELOCA
HORSFIELD MATERIALS INC	387.75	3 CY C- MIX CONCRETE
HORSFIELD MATERIALS INC	751.25	CONCRETE FOR STREET R
HORSFIELD MATERIALS INC	387.75	3 CY C-4 MIX CONCRETE
HOUSING	1304.31	1644 HICKSON-SELF HEL
IOWA LEAGUE OF CITIES	14512	7/1/21-6/30/22 MEMBER
IOWA ONE CALL	314.93	FY22 ONE CALLS/UTILIT
IOWA ONE CALL	157.47	FY22 ONE CALLS/UTILIT
IOWA ONE CALL	157.47	FY22 ONE CALLS/UTILIT
IOWA ONE CALL	314.93	FY22 ONE CALLS/UTILIT
IOWA WORKFORCE DEVELOPMENT	225	CENTRAL RAMP ELEVATOR
IOWA WORKFORCE DEVELOPMENT	225	CENTRAL RAMP ELEVATOR
IOWA WORKFORCE DEVELOPMENT	350	PORT RAMP ELEVATOR IN
IOWA WORKFORCE DEVELOPMENT	175	IOWA STREET RAMP ELEV
ITW FOOD EQUIPMENT GROUP L	6365.03	REPAIRS
J & J POOL SPA & BILLARDS	96.88	FOR POOLS
J & R SUPPLY COMPANY	37800	STEEL CASING FOR WATE
J & R SUPPLY COMPANY	3120	TOP SECTION VALVE BOX
J & R SUPPLY COMPANY	1685	UNI-DIRECTIONAL GRATE
J & R SUPPLY COMPANY	1500	3/4 CORPS FOR LIVE TA
J & R SUPPLY COMPANY	13422	CORPS AND SADDLES FOR
J & R SUPPLY COMPANY	180	TAPPING SADDLES FOR A
J & R SUPPLY COMPANY	450	SAW BLADES
J & R SUPPLY COMPANY	2092	VALVE BOXES FOR OVERL
J & R SUPPLY COMPANY	70	FIRE HYDRANT WRENCH A
J&R RENTAL LLC	531	SKYJACK SCISSOR LIFT
JOHNSON CONTROLS FIRE PROT	1275.9	ANNUAL SERVICE AGREEM
JOHNSON CONTROLS FIRE PROT	433.33	ANNUAL SERVICE AGREEM
JOHNSON CONTROLS FIRE PROT	240.74	ANNUAL SERVICE AGREEM

VENDOR NAME	PAYMENT AMOUNT	DESCRIPTION
JOHNSON CONTROLS FIRE PROT	457.4	ANNUAL SERVICE AGREEM
JONATHAN D LEWIS	400	7/16/21 DUO VIDEO CON
KENNETH M MILLER	41.25	REIMBURSEMENT FOR EXP
KEY CITY CONCRETE CREATION	3098.53	4 LOCATIONS: STUMP AN
KIM A HERRIG	355.4	FY22 CUSTODIAL SERVIC
LESLEIN TRUCKING	22407.6	LIME SLUDGE HAULING
LOOKING UP PRODUCTIONS INC	850	7/23/2021 DRUM SAFARI
MEDIACOM	179.98	2601 JACKSON ST LEAD
MELLEN & ASSOCIATES, INC	1044.01	PART TO REPAIR VALVUE
MH LOGISTICS CORP	233.55	132-(2) FRONT SQUEEGE
MIDSTATES HEAT SERVICES	5996.53	REPLACE BAD TUBES IN
MIDWEST CONCRETE INC	1517	CHAVENELLE RD RECONST
MILE HIGH SHOOTING ACCESSO	1274	QUOTE 2770 CR6933-EPR
MILE HIGH SHOOTING ACCESSO	700	1967 GEN 2 HX-QD556
MILE HIGH SHOOTING ACCESSO	79	1677 FLASH HIDER-QD 5
MILE HIGH SHOOTING ACCESSO	60	ESTIMATED SHIPPING/HA
MIRACLE RECREATION EQUIP C	840.29	SWING SEATS
MISSISSIPPI RIVER CITIES &	3500	ANNUAL MEMBERSHIP REN
MOLO PETROLEUM LLC	290.24	2602-#2 DIESEL FOR MA
MOLO PETROLEUM LLC	226.32	2701-CNG FUEL FOR MAY
MOLO PETROLEUM LLC	68.76	3102-CNG FUEL FOR MAY
MOLO PETROLEUM LLC	679.4	4004-CNG FUEL FOR MAY
MOLO PETROLEUM LLC	90.59	119-FUELING AT KWIK S
MOLO PETROLEUM LLC	238.75	1902-FUELING AT KWIK
MOLO PETROLEUM LLC	34.27	1904-FUELING AT KWIK
MOLO PETROLEUM LLC	49.9	1905-FUELING AT KWIK
MOLO PETROLEUM LLC	512.64	1906-FUELING AT KWIK
MOLO PETROLEUM LLC	315.07	1908-FUELING AT KWIK
MOLO PETROLEUM LLC	355.26	1939-FUELING AT KWIK
MOLO PETROLEUM LLC	128.06	0912 0902-FUELING AT
MOLO PETROLEUM LLC	958.29	118-FUELING AT BP LOC
MOLO PETROLEUM LLC	79.38	118-FUELING AT BP LOC
MOLO PETROLEUM LLC	140.31	119-FUELING AT BP LOC
MOLO PETROLEUM LLC	83.66	119-FUELING AT BP LOC
MOLO PETROLEUM LLC	637.1	125MINI-FUEL AT BP LO
MOLO PETROLEUM LLC	1637.32	125BIG-FUEL AT BP LOC
MOLO PETROLEUM LLC	60.28	2702-FUEL AT BP LOCAT
MOLO PETROLEUM LLC	42.02	2903-FUEL AT BP LOCAT
MOLO PETROLEUM LLC	1132.13	132-FUEL AT BP LOCATI
MOLO PETROLEUM LLC	87.02	3236-FUEL AT BP LOCAT
MOLO PETROLEUM LLC	67.39	3252-FUEL AT BP LOCAT
MOLO PETROLEUM LLC	883	134-FUEL AT BP LOCATI
MOLO PETROLEUM LLC	141.15	134-FUEL AT BP LOCATI
MOLO PETROLEUM LLC	709.42	134-FUEL AT BP LOCATI
MOLO PETROLEUM LLC	597.93	132-FUEL AT BP LOCATI
MOLO PETROLEUM LLC	440.37	144-FUEL AT BP LOCATI
MOLO PETROLEUM LLC	293.63	149-FUEL AT BP LOCATI
MOLO PETROLEUM LLC	2176.67	220-(150) GALS BULK G
MORPHO LEADERSHIP DEVELOPM	10000	CULTURAL ASSESSMENT F

VENDOR NAME	PAYMENT AMOUNT	DESCRIPTION
MORRISON BROTHERS INC	503.82	FRANCHISE FEE
MORRISON BROTHERS INC	61.93	FRANCHISE FEE
MORRISON BROTHERS INC	510.79	FRANCHISE FEE
MORRISON BROTHERS INC	8330.81	FRANCHISE FEE
MORRISON BROTHERS INC	465.5	FRANCHISE FEE
MORRISON BROTHERS INC	2165.38	FRANCHISE FEE
MORRISON BROTHERS INC	282.65	FRANCHISE FEE
MR ROOTER PLUMBING	521.2	CLOGGED URINAL AT STA
MTI DISTRIBUTING INC	750.45	#4474
MULGREW OIL COMPANY	6212.28	2000 GALLONS UNLEADED
MULGREW OIL COMPANY	521.95	215.4 GALLONS DIESEL
MULGREW OIL COMPANY	393.41	251.9 GALLONS UNLEADE
MULGREW OIL COMPANY	262.27	251.9 GALLONS UNLEADE
MULGREW OIL COMPANY	1923.23	220-LANDFILL FUEL FOR
MULGREW OIL COMPANY	1022.3	220-LANDFILL FUEL FOR
MULGREW OIL COMPANY	16245.05	STORES-7503 GALS B20
MULGREW OIL COMPANY	1773.54	220-LANDFILL FUEL FOR
MULGREW OIL COMPANY	1011.43	220-LANDFILL FUEL FOR
MUNICIPAL EMERGENCY SERVIC	198.8	VULCAN FLASHLIGHT
NEAL REPAIR LLC	125	4002-REPAIR CORRODED
NEAL REPAIR LLC	539.68	3209-REPLACE BRAKE PR
NEAL REPAIR LLC	135	3476-CHECK OUT CODE L
NEAL REPAIR LLC	1248.42	3452-INSTALL TURBO AC
NEAL REPAIR LLC	870	3476-REPLACE A/C COMP
NEAL REPAIR LLC	180	3455-WILL NOT START B
NEAL REPAIR LLC	758.38	3476-(1) NEW OEM A/C
NEAL REPAIR LLC	37500	3456-TRANSMISSION PUM
NEAL REPAIR LLC	480	3456-REPLACE CONDENSE
NEAL REPAIR LLC	360	3456-REPLACE WATER PU
NEAL REPAIR LLC	450	3456-HELP PAUL HERMAN
NEAL REPAIR LLC	270	3456-PUT TRACK TOGETH
NEAL REPAIR LLC	300	3456-INSTALL HYDRAULI
NETWORK COMPUTER SOLUTIONS	32895	3 YEAR SUPERNA EYEGLA
NETWORK COMPUTER SOLUTIONS	7050	EYEGLOSS-B4-2
NORTHEAST IOWA COMMUNITY C	40	6/15/2021 FACILITY US
NORTHEAST IOWA COMMUNITY C	40	6/16/2021 HYBRID MEET
NORTHERN LIGHTS FOODSERVIC	245.88	FOR BHGC THRU JUNE 20
NORTHERN LIGHTS FOODSERVIC	485.69	FOR BHGC THRU JUNE 20
NORTHERN LIGHTS FOODSERVIC	23.2	FOR BHGC THRU JUNE 20
NORTHLAND PRODUCTS CO INC	168.95	133-SERVICE SHOP PART
OASIS PUMP SERVICE	1272.29	6400 PENN - CITY OWNE
ORIGIN DESIGN CO	3475	ENGINEERING SERVICES
ORIGIN DESIGN CO	1216.5	AGREEMENT AMENDMENT #
ORKIN LLC	813.6	TERMITE INSPECTIONS-M
ORKIN LLC	864	PEST CONTROL-PARK MGR
ORKIN LLC	267.05	TERMITE INSPECTIONS-G
ORPHEO USA	4105	SOFTWARE APPLICATION
O'TOOLE OFFICE SUPPLY COMP	192.37	OFFICE SUPPLIES
OVERDRIVE INC	4614.69	78 TITLES OF AUDIO BO

VENDOR NAME	PAYMENT AMOUNT	DESCRIPTION
OVERHEAD DOOR COMPANY	113	SUTTON POOL
PERRILL	500	ROWAY WEB APPLICATION
PLAYGROUND GUARDIAN LLC	4250	PINARD PARK
POLYDYNE INC	2737	3 TOTES CLARIFLOC - C
POLYDYNE INC	8211	3 TOTES CLARIFLOC - C
POLYDYNE INC	5750	6 TOTES CLARIFLOC - C
POLYDYNE INC	2875	6 TOTES CLARIFLOC - C
POLYDYNE INC	8625	6 TOTES CLARIFLOC - C
POLYDYNE INC	5750	6 TOTES CLARIFLOC - C
POLYDYNE INC	8211	3 TOTES CLARIFLOC - C
PORTZEN CONSTRUCTION INC	1349.92	REPLACED MAIN DRAIN V
PORTZEN CONSTRUCTION INC	1458.59	REPLACED BUTTERFLY VA
PORTZEN CONSTRUCTION INC	900	UPPER BEE BRANCH - ST
PORTZEN CONSTRUCTION INC	15000	UPPER BEE BRANCH - ST
PORTZEN CONSTRUCTION INC	2100	UPPER BEE BRANCH - ST
POWER STEERING SPECIALIST	2259	1916-(1) POWER STEERI
POWER STEERING SPECIALIST	-858.41	1916-(1) CREDIT POWER
PRICE INDUSTRIAL ELECTRIC	10780.5	SUNNYCREST MANOR-INST
RACOM CORPORATION	6990	WORK ON DAMAGED/TOTAL
RAPIDS REPRODUCTION INC	2776.4	BEE BRANCH TRAIL PLAN
RAPIDS REPRODUCTION INC	160	PRINTED 82 PAGE SPECS
RAPIDS REPRODUCTION INC	249.03	PRINTED 80 PAGE SPECS
RDG PLANNING & DESIGN	1634.41	PROFESSIONAL ENGINEER
RENTAL SERVICES INC	2759	FY 2021 BACKGROUND CH
RENTAL SERVICES INC	3682.25	ANNUAL INSURANCE
REPUBLIC ELECTRIC COMPANY	620	COUPLING FOR HOT WATE
RICK E BRAMMER	350	7/9/2021 SCIENCE PROG
RIVER CITY PAVING	6133.92	ASPHALT FOR FY21
RIVER CITY PAVING	437.6	ASPHALT FOR FY21
RIVER CITY PAVING	1282.5	ASPHALT FOR FY21
RIVER CITY STONE	1243.38	STONE FOR FY21
RIVER CITY STONE	331.63	STONE FOR FY21
RIVER CITY STONE	255.06	FILL FOR WATER MAIN R
RIVER CITY STONE	33.58	FLORA & ORANGE PARK D
RIVER CITY STONE	93.21	FLORA & ORANGE PARK D
RIVER CITY STONE	914.1	STONE FOR FY21
ROEDER OUTDOOR POWER EQUIP	1625.61	4052-(1) SEAT ASSEMBL
ROUSSELOT INC	5180.3	FY21 FRANCHISE FEES
SANDRY FIRE SUPPLY LLC	4820.5	6 SETS OF TURN OUT GE
SANDRY FIRE SUPPLY LLC	9641	6 SETS OF TURN OUT GE
SANDRY FIRE SUPPLY LLC	338	SCBA FACE PIECE
SANDRY FIRE SUPPLY LLC	375	CHEMGUARD DIRECT ATTA
SCHLICHTMANN MACHINE & DES	100	TURNED DOWN SHAFT FOR
SCHLICHTMANN MACHINE & DES	260	BLD #45 EXHAUST FAN -
SCHMALZ PRECAST CONCRETE M	1495	MANHOLE RISERS INCLUD
SCHMALZ PRECAST CONCRETE M	807	MANHOLE RISERS INCLUD
SCOTT PRINTING	185	8.5 X 11 B/W 3 PART N
SCOTT PRINTING	109	AMERICORPS SERVICE SI
SELCO INC	75	SIGNS AT GRC POD DRIV



VENDOR NAME	PAYMENT AMOUNT	DESCRIPTION
SELCO INC	6450	COVID 19 VAC POD @ GR
SHAHBABANI & ASSOCIATES LL	600	ANNUAL RENEWAL FOR CR
SHAMROCK JEWELERS	80	DRIVER & FIREFIGHTER
SID TOOL CO. INC	142.63	132-(6) RUBBERIZED UN
SITEONE LANDSCAPE SUPPLY H	770.93	PORT
SKYLINE TRUCKING & STORAGE	210	6 CY BLACK DIRT
SKYLINE TRUCKING & STORAGE	350	10 CY BLACK DIRT ON 6
SKYLINE TRUCKING & STORAGE	140	PULVERIZED DIRT FOR T
SKYLINE TRUCKING & STORAGE	420	PULVERIZED DIRT FOR T
SKYLINE TRUCKING & STORAGE	720	NON-PULVERIZED DIRT F
SMART RETRACT INC	658.84	FY21 FRANCHISE FEE
SPRINGBOARD FOR THE ARTS	1890	ARTS TRAIN
SPRINGBOARD FOR THE ARTS	2160	JPB EMAIL CB APPROVA
STAR EQUIPMENT LTD	121.25	3215-(1) MAIN AIR FIL
STETSON BUILDING PRODUCTS	234.9	30 PIECES OF REBAR
STETSON BUILDING PRODUCTS	219.9	FOAM FILTERS SPRAY AD
STRAND ASSOCIATES INC	2726.74	PROFESSIONAL SVCS - N
STRAND ASSOCIATES INC	3856.65	WRRRC MISCELLANEOUS SE
SUPERIOR WELDING SUPPLY CO	148.61	133-(1) TANK 90% ARGO
SUPERIOR WELDING SUPPLY CO	103.18	133-(1) TANK 90% ARGO
SWANK MOTION PICTURES INC	285	BEE MOVIE-BEE BRANCH
TAYLOR MADE GOLF	171.6	GOLF CLUBS BAGS AND B
TAYLOR MADE GOLF	266.4	GOLF CLUBS BAGS AND B
TAYLOR MADE GOLF	85.85	GOLF CLUBS BAGS AND B
TAYLOR MADE GOLF	237.64	GOLF CLUBS BAGS AND B
TAYLOR MADE GOLF	181.9	GOLF CLUBS BAGS AND B
TAYLOR MADE GOLF	141.6	GOLF CLUBS BAGS AND B
TEGELER BODY&FRAME/WRECKER	750	3410-TOW FROM CITY GA
TELEGRAPH HERALD	297.29	NOTICE IN TH FOR PROP
TELEGRAPH HERALD	164.78	LEGAL ADVERTISING NOT
TERRACON	1172.5	GREEN ALLEY EVALUATIO
TERRY-DURIN COMPANY	9330	FIBER REEL TRAILER &
TEST AMERICA LABORATORIES	84	J208641-1 -AIH 2ND QT
TEST AMERICA LABORATORIES	30	J208641-1 -AIH 2ND QT
TEST AMERICA LABORATORIES	5.7	J208641-1 -AIH 2ND QT
TEST AMERICA LABORATORIES	84	J208882-1 -DBQ STAMP
TEST AMERICA LABORATORIES	30	J208882-1 -DBQ STAMP
TEST AMERICA LABORATORIES	5.7	J208882-1 -DBQ STAMP
TEST AMERICA LABORATORIES	84	J208640-1 -EAGLE WIND
TEST AMERICA LABORATORIES	30	J208640-1 -EAGLE WIN
TEST AMERICA LABORATORIES	5.7	J208640-1 -EAGLE WIN
TEST AMERICA LABORATORIES	84	J208881-1 KLAUER- 2N
TEST AMERICA LABORATORIES	30	J208881-1 KLAUER- 2N
TEST AMERICA LABORATORIES	5.7	J208881-1 KLAUER- 2N
TEST AMERICA LABORATORIES	84	J208884-1 -RIE 2ND Q
TEST AMERICA LABORATORIES	30	J208884-1 -RIE 2ND Q
TEST AMERICA LABORATORIES	5.7	J208884-1 -RIE 2ND Q
TEST AMERICA LABORATORIES	99	J208383-1 - NPDES PER
TEST AMERICA LABORATORIES	79	J208383-1 - NPDES PER

VENDOR NAME	PAYMENT AMOUNT	DESCRIPTION
TEST AMERICA LABORATORIES	8.9	J208383-1 - ENVIRONME
TEST AMERICA LABORATORIES	25	J208879-2 - WASTEWATE
TEST AMERICA LABORATORIES	1.25	J208879-2 - ENVIRONME
TEST AMERICA LABORATORIES	97.75	J208879-1 - NPDES PER
TEST AMERICA LABORATORIES	79	J208879-1 - NPDES PER
TEST AMERICA LABORATORIES	8.84	J208879-1 - ENVIRONME
THE BATTERY CENTER	135.8	SR 12 VOLT 7.0 AMP BA
THE LOCKSMITH EXPRESS	734	KEYS
THEODORE J STACKIS	820	CHAPLAIN SCHMITT ISLA
THEODORE J STACKIS	525	1800 ELM(EAGLE SUPER
THEODORE J STACKIS	1390	12TH ST TREE REMOVAL
THOMPSON TIRE & RETREAD	1090.51	3404-(1) G177 CAP (2)
THOMPSON TIRE & RETREAD	376.18	3415-(2) G177 CAPS (2
THOMPSON TIRE & RETREAD	376.18	4008-(2) G177 CAPS (2
THOMPSON TRUCK & TRAILER I	26000.31	1906-REPAIR FOR USING
THOMPSON TRUCK & TRAILER I	177.97	3404-INSTALL DRIVE SH
THOMPSON TRUCK & TRAILER I	3996.11	1939-REPAIR FUEL IN O
THOMPSON TRUCK & TRAILER I	885.23	TRUCK 5 PARTS
THREE RIVERS FS INC	37.05	3306-66 LB PROPANE FU
THREE RIVERS FS INC	286.75	220-(25) GAL FS MV ZI
THREE RIVERS FS INC	295.92	220 - (216) GAL BULK
TIMOTHY L SPECHT	17055	1905 CATHERINE ST LEA
TIMOTHY L SPECHT	3050	1905 CATHERINE HH
TOP GRADE EXCAVATING INC	8760.09	KIRKWOOD SEWER REPAIR
TRANSPARENT LANGUAGE INC	600	RENEWAL SUBSCRIPTION
TREVOR J FANNON	3.68	REIMBURSE-POSTER LAMI
TSCHIGGFRIE EXCAVATING	6425	MOBILIZATION SET AND
TURNT KIDZ DANCE ORGANIZAT	204	DANCE CLASSES THRU JU
UNION HOERMANN PRESS	1275	CITY NEWS - JULY/AUG
UNION HOERMANN PRESS	498	2020 WATER QUALITY RE
UNION HOERMANN PRESS	388	750 - 9X6 POSTCARDS F
VAN METER INDUSTRIAL INC	211.44	LAMPS FOR 1ST & MAIN
VAN METER INDUSTRIAL INC	136.32	HIGHLINE HANDHOLE
VEENSTRA & KIMM INC	6321	CHAVENELLE RD CAD WOR
VEENSTRA & KIMM INC	11959.5	CHAVENELLE RD CAD WOR
VERGENT POWER SOLUTIONS IN	17561	QUARTERLY PAYMENTS FO
VERLO MATTRESS	7680	24 TWIN 10 MATTRESSES
WAGNER NURSERY	364.2	IRRIGATION SUPPLILES
WASTE COMMISSION OF SCOTT	3047.6	COLLECTION AND PROPER
WELU PRINTING COMPANY	119.48	CHAVENELLE RD RECONST
WELU PRINTING COMPANY	32.48	BUSINESS CARDS FOR J.
WELU PRINTING COMPANY	32.48	BUSINESS CARDS FOR J.
WENZEL TOWING SERVICE	125	2603-TOW FROM JULE TR
WENZEL TOWING SERVICE	60	1815-TOW FROM WEST 7T
WENZEL TOWING SERVICE	125	4007-TOW FROM LOMBARD
WENZEL TOWING SERVICE	60	1838-TIRE SERVICE (WE
WHKS AND COMPANY	7744.68	PARKING RAMPS: IOWA A
WHKS AND COMPANY	4703.97	PARKING RAMPS: IOWA A
WHKS AND COMPANY	2846.07	MYSTIQUE ICE ARENA -

VENDOR NAME	PAYMENT AMOUNT	DESCRIPTION
WISCONSIN MET SET	50	SE21-028. SPECIAL EVE
YAMAHA MOTOR CORPORATION U	5640	60 GOLF CARTS JULY 1
ZARNOTH BRUSH WORKS INC	1269.6	4002-(8) 5 SEGMENT TH
ZARNOTH BRUSH WORKS INC	137.5	4007-(1) GUTTER BROOM
ZARNOTH BRUSH WORKS INC	483	4008-(6) GUTTER BROOM
ZOLL MEDICAL CORPORATION	964.32	VARIOUS MEDICAL SUPPL
ZOLL MEDICAL CORPORATION	193.71	VARIOUS MEDICAL SUPPL
ZOLL MEDICAL CORPORATION	924	VARIOUS MEDICAL SUPPL
	<u>\$ 1,033,255.22</u>	

## EXCEPTIONS TO COUNCIL PRE-APPROVAL

CK NBR	CHECK DATE	VENDOR	PAYMENT AMOUNT	DESCRIPTION
ET210666	06/29/2021	7G DISTRIBUTING LLC	147.86	ALCOHOL CHARGES FOR MCALE
ET210667	06/29/2021	7G DISTRIBUTING LLC	1,414.60	ALCOHOL CHARGES FOR BUNKE
ET210657	06/23/2021	7G DISTRIBUTING LLC	700.70	ALCOHOL CHARGES FOR BUNKE
ET210659	06/25/2021	7G DISTRIBUTING LLC	761.95	ALCOHOL CHARGES FOR MCALE
ET210658	06/23/2021	7G DISTRIBUTING LLC	73.84	ALCOHOL (BEER) FOR RESALE
ET210664	06/29/2021	7G DISTRIBUTING LLC	831.10	ALCOHOL CHARGES FOR BUNKE
ET210665	06/29/2021	7G DISTRIBUTING LLC	250.16	ALCOHOL CHARGES FOR MCALE
496496	06/30/2021	AAAE	295.00	AIRPORT 101 TRAINING
496496	06/30/2021	AAAE	125.00	CONTRACT TOWER WEBINAIR
496444	06/30/2021	AABLE PEST CONTROL CO	500.00	MONTHLY PEST CONTROL
496496	06/30/2021	ACROSS THE STREET PRODUCTIONS INC	1,155.00	BLUE CARD TRAINING
496446	06/30/2021	ACTERRA GROUP INC	2,069.71	RECALIBRATED AUTO FUE
496496	06/30/2021	ADOBE SYSTEMS INC	29.99	STOCK PHOTOS MEDIA/WEB
496496	06/30/2021	ADOBE SYSTEMS INC	190.67	ANNUAL ACROBAT PRO SFTWRE
496496	06/30/2021	ADOBE SYSTEMS INC	31.79	ADOBE LICENSE FOR AMERIC
496496	06/30/2021	ADOBE SYSTEMS INC	14.99	MONTHLY FEE FOR ELECTRONI
496496	06/30/2021	ADOBOS MEXICAN GRILL	125.00	GETTING AHEAD GIFT CARDS
496496	06/30/2021	ADVANCED AUTO PARTS	125.17	4928-BATTERY
496496	06/30/2021	ADVANCED AUTO PARTS	(22.00)	4928-CREDIT BATTERY CORE
496501	06/30/2021	ADVANCED AUTO PARTS	58.39	2562-U JOINT
496496	06/30/2021	ADVANCED AUTO PARTS	11.24	0913-FILTER PM SERVICE
496496	06/30/2021	ADVANCED AUTO PARTS	120.61	125MINI-PITMAN ARM
496496	06/30/2021	ADVANCED AUTO PARTS	(150.00)	2603-CR STEER GEAR CORE
496496	06/30/2021	ADVANCED AUTO PARTS	38.93	2603-DRIVE BELT
496496	06/30/2021	ADVANCED AUTO PARTS	35.57	4002-REAR ENG DRIVE BELT
496501	06/30/2021	ADVANCED AUTO PARTS	(102.40)	4002-CREDIT BELT TENSIONR
496496	06/30/2021	ADVANCED AUTO PARTS	15.12	0904-FILTERS PM SERVICE
496496	06/30/2021	ADVANCED AUTO PARTS	345.74	125MINI-STEERING GEAR
496496	06/30/2021	ADVANCED AUTO PARTS	65.69	2603-BLOWER MOTOR
496496	06/30/2021	ADVANCED AUTO PARTS	6.28	2603-EXHAUST HANGERS
496496	06/30/2021	ADVANCED AUTO PARTS	38.93	2607-SERPENTINE DRIVEBELT
496496	06/30/2021	ADVANCED AUTO PARTS	58.45	2610-TIE ROD
496496	06/30/2021	ADVANCED AUTO PARTS	240.79	4002-BELT TENSIONER
736	06/23/2021	ADVANTAGE SHEET METAL INC	457.12	BAD PRESSURE SWITCH O
738	06/23/2021	AIRGAS USA LLC	1.55	ARGON TANK RENTAL
738	06/23/2021	AIRGAS USA LLC	21,217.76	LIQUID OXYGEN PURCHAS
738	06/23/2021	AIRGAS USA LLC	3.10	SMALL ACETYLENE AND S
738	06/23/2021	AIRGAS USA LLC	68.72	CYLINDER RENTAL AT TH
738	06/23/2021	AIRGAS USA LLC	246.24	MEDICAL OXYGEN FOR AM
496370	06/30/2021	ALLIANT ENERGY	820.28	ENERGY COSTS FOR VARO
496370	06/30/2021	ALLIANT ENERGY	106.09	ENERGY COSTS FOR 1700
496370	06/30/2021	ALLIANT ENERGY	45.12	ENERGY COSTS FOR 1858
496370	06/30/2021	ALLIANT ENERGY	5.26	ADMINISTRATIVE OFFICE
496374	06/30/2021	ALTORFER INC	2,833.00	TERMINAL GENERATOR PM
496496	06/30/2021	AMAZON.COM LLC	247.98	133-SHOPGREASEGUN SWIVELS
496496	06/30/2021	AMAZON.COM LLC	144.81	1922-MARINE VHF RADIO
496496	06/30/2021	AMAZON.COM LLC	57.98	AMERICORP SUPPLY/GRAB/GO
496496	06/30/2021	AMAZON.COM LLC	62.24	ANTI-FATIGUE MAT DIRECTOR
496496	06/30/2021	AMAZON.COM LLC	124.98	APPLE PENCIL
496496	06/30/2021	AMAZON.COM LLC	18.33	BOOK
496496	06/30/2021	AMAZON.COM LLC	12.82	BREITBACH NAME PLATE
496496	06/30/2021	AMAZON.COM LLC	260.79	DEHUMIDIFIER BK DROP RM
496496	06/30/2021	AMAZON.COM LLC	15.22	DISH SOAP FOR MFC
496496	06/30/2021	AMAZON.COM LLC	71.17	FOUNDATION PROJECT COVID
496496	06/30/2021	AMAZON.COM LLC	786.83	FOUNDATION-TOOL KIT PROJ
496496	06/30/2021	AMAZON.COM LLC	37.99	GIANT YARD PONG GAME

CK NBR	CHECK DATE	VENDOR	PAYMENT AMOUNT	DESCRIPTION
496496	06/30/2021	AMAZON.COM LLC	225.00	HAND SANTIZING STATIONS
496496	06/30/2021	AMAZON.COM LLC	9.54	HIGHLIGHTERS
496496	06/30/2021	AMAZON.COM LLC	6.25	INK STAMP FOR UB
496496	06/30/2021	AMAZON.COM LLC	73.99	IPAD CASE & KEYBOARD DAN
496496	06/30/2021	AMAZON.COM LLC	73.99	IPAD CASE & KEYBOARD GEOR
496496	06/30/2021	AMAZON.COM LLC	19.99	IPHONE CASE ADRIENNE BREI
496496	06/30/2021	AMAZON.COM LLC	19.99	IPHONE CASE CIVIL ENGINEE
496496	06/30/2021	AMAZON.COM LLC	19.99	IPHONE CASE DEREK FIRE
496496	06/30/2021	AMAZON.COM LLC	18.99	IPHONE CASE DIRECTOR OF S
496496	06/30/2021	AMAZON.COM LLC	19.99	IPHONE CASE JOHN DIENST
496496	06/30/2021	AMAZON.COM LLC	19.99	IPHONE CASE PAUL DAVIS
496496	06/30/2021	AMAZON.COM LLC	20.69	IPHONE CASE SYDNEY HEALTH
496496	06/30/2021	AMAZON.COM LLC	22.44	LABELS
496496	06/30/2021	AMAZON.COM LLC	57.96	LATEX GLOVES
496496	06/30/2021	AMAZON.COM LLC	49.95	MONITOR STAND FOR STAFF
496496	06/30/2021	AMAZON.COM LLC	14.95	OFFICE SUPPLIES - ADDRESS
496496	06/30/2021	AMAZON.COM LLC	59.02	OIL ABSORBANT PADS-MARINA
496496	06/30/2021	AMAZON.COM LLC	184.01	PHONE CASES-SUMMER TEEN
496496	06/30/2021	AMAZON.COM LLC	19.99	PLASTIC CUPS
496496	06/30/2021	AMAZON.COM LLC	22.09	RUGGED IPAD CASE CHRIS KE
496496	06/30/2021	AMAZON.COM LLC	22.09	RUGGED IPAD CASE F552
496496	06/30/2021	AMAZON.COM LLC	22.09	RUGGED IPAD CASE F554
496496	06/30/2021	AMAZON.COM LLC	39.00	SHELF POSTS
496496	06/30/2021	AMAZON.COM LLC	51.09	SOUFFLE CUPS, WATERBALLS
496496	06/30/2021	AMAZON.COM LLC	14.91	STICKERS
496496	06/30/2021	AMAZON.COM LLC	20.80	STICKY NOTES
496496	06/30/2021	AMAZON.COM LLC	9.48	STOCK PAPER FOR TRAYS
496496	06/30/2021	AMAZON.COM LLC	37.97	SUPPLIES FOR RCC EVENT
496496	06/30/2021	AMAZON.COM LLC	27.18	TEMPRA PAINTS
496496	06/30/2021	AMAZON.COM LLC	5.99	USB HUB
496496	06/30/2021	AMAZON.COM LLC	58.62	WATER COLOR PAINTS
496496	06/30/2021	AMAZON.COM LLC	53.28	WINDCHIME KITS
496501	06/30/2021	AMAZON.COM LLC	48.00	119-BLACK TAPE
496501	06/30/2021	AMAZON.COM LLC	24.69	125MINI-LIGHT PIGTAILS
496501	06/30/2021	AMAZON.COM LLC	22.20	ENVELOPES FOR PCARDS
496501	06/30/2021	AMAZON.COM LLC	13.25	LABELS FOR PCARD ENVELOPE
496496	06/30/2021	AMAZON.COM LLC	15.96	132-FILTERS SMALL ENGINES
496496	06/30/2021	AMAZON.COM LLC	40.52	2653-3M ADHESIVE
496496	06/30/2021	AMAZON.COM LLC	511.24	4 VACUUMS FOR VACUUMING
496496	06/30/2021	AMAZON.COM LLC	59.96	AMAZON KIDS CAMP
496496	06/30/2021	AMAZON.COM LLC	36.98	BIRD HOUSES-SUMMER TEEN
496496	06/30/2021	AMAZON.COM LLC	13.58	BRACELEET KITS
496496	06/30/2021	AMAZON.COM LLC	120.85	CARD BOXES
496496	06/30/2021	AMAZON.COM LLC	39.27	CLEANING OF WORK SPACES
496496	06/30/2021	AMAZON.COM LLC	257.88	CRAFT TOOL KIT PROJECT
496496	06/30/2021	AMAZON.COM LLC	39.99	DESK PAD FOR DIRECTOR
496496	06/30/2021	AMAZON.COM LLC	44.42	DRY ERASE BOARD/MARKERS
496496	06/30/2021	AMAZON.COM LLC	49.59	DUAL MONITOR STAND/DESK
496496	06/30/2021	AMAZON.COM LLC	28.82	HAND SANITIZER FOR HR DEP
496496	06/30/2021	AMAZON.COM LLC	154.95	HEADSETS
496496	06/30/2021	AMAZON.COM LLC	88.05	HEADSETS - 3
496496	06/30/2021	AMAZON.COM LLC	109.95	HEADSETS FOR HR DEPT
496496	06/30/2021	AMAZON.COM LLC	73.99	IPAD CASE & KEYBOARD JASO
496496	06/30/2021	AMAZON.COM LLC	73.99	IPAD CASE PAUL DAVIS
496496	06/30/2021	AMAZON.COM LLC	73.99	IPAD CASE W KEYBOARD SARA
496496	06/30/2021	AMAZON.COM LLC	19.99	IPHONE CASE ARRIELLE SWIF
496496	06/30/2021	AMAZON.COM LLC	19.99	IPHONE CASE DAVE SITZMANN
496496	06/30/2021	AMAZON.COM LLC	41.38	IPHONE CASE OPSA
496496	06/30/2021	AMAZON.COM LLC	19.99	IPHONE CASE RON MCDONALD
496496	06/30/2021	AMAZON.COM LLC	19.99	IPHONE CASE STEVE BROWN



CK NBR	CHECK DATE	VENDOR	PAYMENT AMOUNT	DESCRIPTION
496496	06/30/2021	AMAZON.COM LLC	19.99	IPHONE CASE ZAC DOWELL
496496	06/30/2021	AMAZON.COM LLC	43.15	LABEL MAKER/STAPLER
496496	06/30/2021	AMAZON.COM LLC	134.90	MEASURE WHEEL-FIBER INSTL
496496	06/30/2021	AMAZON.COM LLC	1,701.61	MISC SUPPLIES FOR PROGRAM
496496	06/30/2021	AMAZON.COM LLC	124.49	OFFICE SUPPLIES
496496	06/30/2021	AMAZON.COM LLC	32.97	PTRN RQST BKS LIB
496496	06/30/2021	AMAZON.COM LLC	133.68	PUSH PINS, POST IT TABS
496496	06/30/2021	AMAZON.COM LLC	22.49	REORDER OF CLOROX WIPES
496496	06/30/2021	AMAZON.COM LLC	22.09	RUGGED IPAD CASE OPSA
496496	06/30/2021	AMAZON.COM LLC	25.49	RUGGED IPHONE CASE KEN ME
496496	06/30/2021	AMAZON.COM LLC	67.00	SPRAY PAINT-SUMMER TEEN
496496	06/30/2021	AMAZON.COM LLC	299.85	STAFF WHISTLES-POOLS
496496	06/30/2021	AMAZON.COM LLC	149.99	WALKIE TALKIES
496496	06/30/2021	AMAZON.COM LLC	757.71	
496496	06/30/2021	AMAZON.COM LLC	313.77	125MINI-SPARE ALTERNATOR
496496	06/30/2021	AMAZON.COM LLC	419.94	6 WEBCAMS & HEADSETS
496496	06/30/2021	AMAZON.COM LLC	45.12	ACRYLIC SEALER
496496	06/30/2021	AMAZON.COM LLC	69.00	ANTI-FATIGUE MAT
496496	06/30/2021	AMAZON.COM LLC	538.39	BACKYARD GAMES, BALLS
496496	06/30/2021	AMAZON.COM LLC	186.89	CASES FOR HOT SPOTS
496496	06/30/2021	AMAZON.COM LLC	116.43	COLORLED PAPER
496496	06/30/2021	AMAZON.COM LLC	503.46	CRAFTS, KITS, VINYL TRANS
496496	06/30/2021	AMAZON.COM LLC	39.99	DISC TOSS GAME
496496	06/30/2021	AMAZON.COM LLC	21.98	DIY GLIDER KITS
496496	06/30/2021	AMAZON.COM LLC	727.91	DIY KITS, SEASHELLS, GAME
496496	06/30/2021	AMAZON.COM LLC	37.72	DOUBLESIDEDTAPE/THERMOMET
496496	06/30/2021	AMAZON.COM LLC	51.31	ENVELOPES/NOTARY JOURNAL
496496	06/30/2021	AMAZON.COM LLC	44.91	FOAM KITS MATS
496496	06/30/2021	AMAZON.COM LLC	14.99	FOAM STICKERS
496496	06/30/2021	AMAZON.COM LLC	73.99	IPAD CASE ENGINEERING
496496	06/30/2021	AMAZON.COM LLC	73.99	IPAD CASE W KEYBOARD MARI
496496	06/30/2021	AMAZON.COM LLC	19.99	IPHONE CASE BOB SCHIESL
496496	06/30/2021	AMAZON.COM LLC	19.99	IPHONE CASE CHARLIE GAU
496496	06/30/2021	AMAZON.COM LLC	19.99	IPHONE CASE CHRIS LESTER
496496	06/30/2021	AMAZON.COM LLC	19.99	IPHONE CASE GINA BELL
496496	06/30/2021	AMAZON.COM LLC	19.99	IPHONE CASE HEATHER SLATT
496496	06/30/2021	AMAZON.COM LLC	19.99	IPHONE CASE HUGH MCARRON
496496	06/30/2021	AMAZON.COM LLC	19.99	IPHONE CASE JOHN KLOSTERM
496496	06/30/2021	AMAZON.COM LLC	19.99	IPHONE CASE JOSH KNIPPER
496496	06/30/2021	AMAZON.COM LLC	19.99	IPHONE CASE LUKE STEGER
496496	06/30/2021	AMAZON.COM LLC	20.69	IPHONE CASE MARY ROSE
496496	06/30/2021	AMAZON.COM LLC	19.99	IPHONE CASE NATHAN STEFFE
496496	06/30/2021	AMAZON.COM LLC	19.99	IPHONE CASE PHILLIP GROMM
496496	06/30/2021	AMAZON.COM LLC	19.99	IPHONE CASE TODD IRWIN
496496	06/30/2021	AMAZON.COM LLC	19.99	IPHONE CASE WALLY WERNI
496496	06/30/2021	AMAZON.COM LLC	67.19	LRG MANILLA FILE FOLDERS
496496	06/30/2021	AMAZON.COM LLC	35.27	PAPER TOWELS
496496	06/30/2021	AMAZON.COM LLC	56.70	RECEIPT ROLLS
496496	06/30/2021	AMAZON.COM LLC	22.09	RUGGED IPAD CASE F553
496496	06/30/2021	AMAZON.COM LLC	22.09	RUGGED IPAD CASE R2 GPS T
496496	06/30/2021	AMAZON.COM LLC	44.18	RUGGED IPAD CASE SEWER CR
496496	06/30/2021	AMAZON.COM LLC	30.99	SANITIZING WIPES FOR HR
496496	06/30/2021	AMAZON.COM LLC	15.94	SCRUNCHIES-SUMMER TEEN
496496	06/30/2021	AMAZON.COM LLC	33.88	SR PRIZE/PROGRAM SUPPLY
496496	06/30/2021	AMAZON.COM LLC	495.00	STANDING DESK FOR DIRECTO
496496	06/30/2021	AMAZON.COM LLC	287.60	SUNSCREEN
496496	06/30/2021	AMAZON.COM LLC	12.99	THRIFT BOOKS LABELS
496496	06/30/2021	AMAZON.COM LLC	50.36	TISSUES
496496	06/30/2021	AMAZON.COM LLC	135.49	TOTES, MONITOR STAND
496496	06/30/2021	AMAZON.COM LLC	229.78	UNIFORMS

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496496	06/30/2021	AMAZON.COM LLC	19.98	USB ADAPTERS
496496	06/30/2021	AMAZON.COM LLC	319.44	VOLLEYBALLS-BRIANS PROGRA
496496	06/30/2021	AMAZON.COM LLC	208.90	WEBCAMS
496496	06/30/2021	AMAZON.COM LLC	32.26	WHILEYOUWAIT/FOUD PROJECT
496496	06/30/2021	AMAZON.COM LLC	313.77	2603-ALTERNATOR
496496	06/30/2021	AMAZON.COM LLC	80.97	3 HEADSETS
496496	06/30/2021	AMAZON.COM LLC	80.97	3 WEBCAMS
496496	06/30/2021	AMAZON.COM LLC	51.27	AMAZON
496496	06/30/2021	AMAZON.COM LLC	507.32	BEDDING FOR NEW HIRES
496496	06/30/2021	AMAZON.COM LLC	510.40	CLAY, SLIME, WATER RING G
496496	06/30/2021	AMAZON.COM LLC	(30.99)	CLOROX WIPES-REFUND
496496	06/30/2021	AMAZON.COM LLC	32.69	COIN ENVELOPES
496496	06/30/2021	AMAZON.COM LLC	61.98	CORK BOARDS FOR LANDFILL
496496	06/30/2021	AMAZON.COM LLC	170.27	DOCK/CABLES DIRECTOR PC
496496	06/30/2021	AMAZON.COM LLC	234.00	FOUNDATION CRAFT TOOL KIT
496496	06/30/2021	AMAZON.COM LLC	38.85	HEADSET 7 CAMERA FOR KEN
496496	06/30/2021	AMAZON.COM LLC	21.86	HEADSET FOR TESTING/CHECK
496496	06/30/2021	AMAZON.COM LLC	73.99	IPAD CASE ARRIELLE SWIFT
496496	06/30/2021	AMAZON.COM LLC	19.99	IPHONE CASE CHARLES MILLE
496496	06/30/2021	AMAZON.COM LLC	20.69	IPHONE CASE CONNIE HEALT
496496	06/30/2021	AMAZON.COM LLC	19.99	IPHONE CASE DENNIS PLOSSE
496496	06/30/2021	AMAZON.COM LLC	20.69	IPHONE CASE ENGINEERING
496496	06/30/2021	AMAZON.COM LLC	19.99	IPHONE CASE JEFF STEUER
496496	06/30/2021	AMAZON.COM LLC	19.99	IPHONE CASE JENNY LARSON
496496	06/30/2021	AMAZON.COM LLC	19.99	IPHONE CASE MICHAEL REINE
496496	06/30/2021	AMAZON.COM LLC	19.99	IPHONE CASE NATE KIEFFER
496496	06/30/2021	AMAZON.COM LLC	19.99	IPHONE CASE RICK STEINES
496496	06/30/2021	AMAZON.COM LLC	19.99	IPHONE CASE RON NICKOLAS
496496	06/30/2021	AMAZON.COM LLC	19.99	IPHONE CASE TROY KRESS
496496	06/30/2021	AMAZON.COM LLC	12.82	KELLEHER NAME PLATE
496496	06/30/2021	AMAZON.COM LLC	35.93	LAMINATING POUCHES
496496	06/30/2021	AMAZON.COM LLC	108.93	LEGAL PADS, SHARPIES,PENC
496496	06/30/2021	AMAZON.COM LLC	18.00	MATTES, NOODLES
496496	06/30/2021	AMAZON.COM LLC	11.99	ON BRD UNIT PWR CORD
496496	06/30/2021	AMAZON.COM LLC	19.99	OPHONE CASE CARL PLUMLEY
496496	06/30/2021	AMAZON.COM LLC	78.23	OUTSIDE IN:AFRICAN-AMERIC
496496	06/30/2021	AMAZON.COM LLC	21.95	PAPER FOOD TRAYS
496496	06/30/2021	AMAZON.COM LLC	57.56	PENCIL SHARPENER, WIPES
496496	06/30/2021	AMAZON.COM LLC	43.97	POP SOCKTS/CASES-SUM TEEN
496496	06/30/2021	AMAZON.COM LLC	32.99	PUZZLES
496496	06/30/2021	AMAZON.COM LLC	8.75	REPL HANDSET CORD DIRECTO
496496	06/30/2021	AMAZON.COM LLC	29.88	REPLACEMENT CORD PS2
496496	06/30/2021	AMAZON.COM LLC	22.09	RUGGED IPAD CASE F551
496496	06/30/2021	AMAZON.COM LLC	59.90	SIDEWALK CHALK
496496	06/30/2021	AMAZON.COM LLC	34.14	TAPE
496496	06/30/2021	AMAZON.COM LLC	78.55	TRASH CAN/RECYCLE CANS
496496	06/30/2021	AMAZON.COM LLC	5.80	WOODEN CRAFT STICKS
496496	06/30/2021	AMERICAN AIRLINES	581.41	AMERIC. AIR-VEGAS-ISC WST
496496	06/30/2021	AMERICAN AIRLINES	624.41	AMERIC.AIR-ISC WEST-VEGAS
496496	06/30/2021	AMERICAN COUNCIL ON EXERCISE	118.30	CORRECTIVE EXCERCISE PROG
496496	06/30/2021	AMERICAN COUNCIL ON EXERCISE	99.00	PEER FITNESS
496496	06/30/2021	AMERICAN COUNCIL ON EXERCISE	99.00	PEER FITNESS TRAINER FEE
496496	06/30/2021	AMERICAN COUNCIL ON EXERCISE	125.30	CORRECTIVE EXERCISE LIBRA
496496	06/30/2021	AMERICAN MARINE	5.99	1931-BOW ROLLER
496496	06/30/2021	AMERICAN PUBLIC WORKS ASSOC	847.00	APWA CONF REGISTR.
496496	06/30/2021	AMERICAN PUBLIC WORKS ASSOC	249.00	ONLINE SOFTWARE
496496	06/30/2021	AMERICAN PUBLIC WORKS ASSOC	829.00	PAUL DAVIS REGISTRATION
496496	06/30/2021	AMERICAN PUBLIC WORKS ASSOC	8.85	FREIGHT
496496	06/30/2021	AMERICAN PUBLIC WORKS ASSOC	80.00	PUBLIC WORKS MANUAL
496496	06/30/2021	AMERICAN PUBLIC WORKS ASSOC	829.00	KLOSTERMANN REGISTRATON

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496496	06/30/2021	AMERICAN PUBLIC WORKS ASSOC	829.00	REGISTRATION FEE PWX2021
496496	06/30/2021	AMERICAN RED CROSS	1,160.00	CPR CERTIFICATIONS
496496	06/30/2021	AMERICAN WATER WORKS ASSOC	252.00	
496496	06/30/2021	ANDERSON WEBER INC	12.66	3911-OIL FILTER SOCKET
496496	06/30/2021	APPLE INC	9.62	NOTABILITY APP
496496	06/30/2021	APPLE INC	17.11	AUDIBLE APP - MNTHLY FEE
496496	06/30/2021	APPLE INC	4.26	ICLOUD MNTHLY STORAGE
496442	06/30/2021	ARAMARK UNIFORM SERVICES	524.93	FY-21 LINEN SERVICES
496496	06/30/2021	ARIN	150.00	ANNUAL MAINTENANCE FOR AS
496496	06/30/2021	ARMADILLO SAFES	852.00	SAFE FOR MFC
773	06/23/2021	A-TEC RECYCLING INC	1,449.13	COLLECTION AND PROPER
496496	06/30/2021	AUDIBLE US	16.00	AUDIBLE-MNTHLY FEE
496496	06/30/2021	AUSTIN HARDWARE & SUPPLY	104.20	119-GAS STRUTS
496381	06/30/2021	AV FUEL	3,868.69	AVIATION FUEL FOR RES
496422	06/30/2021	B L MURRAY COMPANY INC	33.30	9.5 NYLON BRUSH FOR L
496382	06/30/2021	BAKER & TAYLOR CO BOOKS	43.99	ADULT BOOKS FOR COLLE
496382	06/30/2021	BAKER & TAYLOR CO BOOKS	363.73	FY21 DISCOUNTED DVD M
496382	06/30/2021	BAKER & TAYLOR CO BOOKS	42.58	FY21 VARIOUS AV TITLE
769	06/23/2021	BARD MATERIALS CENTRAL	475.19	CONCRETE TO POUR STRE
769	06/23/2021	BARD MATERIALS CENTRAL	340.63	CONCRETE STREET PATCH
769	06/23/2021	BARD MATERIALS CENTRAL	8,292.17	CONCRETE FOR FY21
739	06/23/2021	BARRON MOTOR INC	2.55	2606-(1) OIL PAN DRAI
739	06/23/2021	BARRON MOTOR INC	156.32	1820-(2) REAR BRAKE R
739	06/23/2021	BARRON MOTOR INC	183.90	1843-(2) FRONT BRAKE
739	06/23/2021	BARRON MOTOR INC	349.90	2607-(2) FRONT WHEEL
739	06/23/2021	BARRON MOTOR INC	174.95	2610-(1) WHEEL BEARIN
496418	06/30/2021	BARRY A LINDAHL	495.36	IPIB MEETING 061721
ET210649	06/17/2021	BC/BS OF IOWA/WELLMARK	179,760.58	WEEKLY & MONTH END TRANS
ET210661	06/28/2021	BC/BS OF IOWA/WELLMARK	143,972.93	WEEKLY & MONTH END TRANS
496496	06/30/2021	BEECHER CO INC.	20.00	ICE FOR SNACK BAR
496496	06/30/2021	BEST BUY	173.98	CASE/KEYBD/PEN DIR PC
496496	06/30/2021	BEST BUY	(171.17)	CREDIT:WEBCAM/HEADSET W/
496496	06/30/2021	BEST BUY	159.97	2 WEBCAMS/1HEADSET
496496	06/30/2021	BEST BUY	171.17	WEBCAM/HEADSET W/ TAX
496451	06/30/2021	BI-COUNTY DISPOSAL INC	50.00	TRANSFER SCRAP METAL
496445	06/30/2021	BICYCLE WORLD	350.93	REPLACEMENT TIRES FOR
740	06/23/2021	BIECHLER ELECTRIC INC	490.00	REPLACE SECURITY LIGH
740	06/23/2021	BIECHLER ELECTRIC INC	116.18	REPAIR FAULTY CONNECT
496501	06/30/2021	BIG A AUTO PARTS & SERVICE	116.00	1830-L3 TRANS SERVICE
496496	06/30/2021	BIG A AUTO PARTS & SERVICE	79.95	1704-FRONT END ALIGNMENT
496496	06/30/2021	BIG A AUTO PARTS & SERVICE	94.25	1806-L3 TRANS SERVICE
496496	06/30/2021	BILL MILLER LOGGING INC	45.00	MULCH
496212	06/23/2021	BISHOPS BLOCK APTS 0022	336.52	UB REFUND
496496	06/30/2021	BLACK CLOVER ENTERPRISES LLC	56.95	GOLF CAPS
496379	06/30/2021	BLACK HILLS/IOWA GAS UTILITY CO	41.25	FY21 - MFC
496379	06/30/2021	BLACK HILLS/IOWA GAS UTILITY CO	41.81	FY21 CAO GAS SERVICE
496379	06/30/2021	BLACK HILLS/IOWA GAS UTILITY CO	151.79	FY21 GAS COSTS
496379	06/30/2021	BLACK HILLS/IOWA GAS UTILITY CO	102.75	TERMINAL BLD NATURAL
496379	06/30/2021	BLACK HILLS/IOWA GAS UTILITY CO	233.96	UTILITY EXPENSE - GAS
496379	06/30/2021	BLACK HILLS/IOWA GAS UTILITY CO	49.14	ARFF BLD/FBO SHOP NAT
496379	06/30/2021	BLACK HILLS/IOWA GAS UTILITY CO	68.90	FY21 - COLTS BLDG - 1
496379	06/30/2021	BLACK HILLS/IOWA GAS UTILITY CO	243.86	ADMINISTRATIVE OFFICE
496379	06/30/2021	BLACK HILLS/IOWA GAS UTILITY CO	32.34	FBO OFFICES; FBO HANG
496379	06/30/2021	BLACK HILLS/IOWA GAS UTILITY CO	37.65	1805 CENTRAL AVE SUIT
496379	06/30/2021	BLACK HILLS/IOWA GAS UTILITY CO	107.35	FY21 - 1310 MAIN - AN
496379	06/30/2021	BLACK HILLS/IOWA GAS UTILITY CO	49.77	GAS USE AT 1805 CENTR
496379	06/30/2021	BLACK HILLS/IOWA GAS UTILITY CO	214.10	PARK AND RECREATION T
496393	06/30/2021	BLACKSTONE ENVIRONMENTAL INC	14,644.94	WEST BLUM 2 - PROFESS
496393	06/30/2021	BLACKSTONE ENVIRONMENTAL INC	8,815.00	WEST BLUM #2 - ENVIRO
496496	06/30/2021	BODENSTEINER IMPLEMENT COMPANY	75.88	2731-CLUTCH HOUSING COVER

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496501	06/30/2021	BODENSTEINER IMPLEMENT COMPANY	66.41	4052-IGNITION SWITCH
496496	06/30/2021	BODENSTEINER IMPLEMENT COMPANY	57.34	CLEAN CARBURATOR-WARRANTY
496496	06/30/2021	B-PLUS DUBUQUE LLC	471.80	BATTERY
496496	06/30/2021	B-PLUS DUBUQUE LLC	143.80	BLD #35 CITY NETWORK SWIT
496496	06/30/2021	B-PLUS DUBUQUE LLC	99.95	MOWER BATTERY
496377	06/30/2021	BRIAN S FELDOTT	1.75	PARKING
496377	06/30/2021	BRIAN S FELDOTT	165.20	6/2/21 TO 6/22/21
496209	06/23/2021	BRINKER, NATE S	49.09	UB REFUND
778	06/30/2021	BYWATER SOLUTIONS LLC	6,500.00	ANNUAL SUPPORT FEE FO
496496	06/30/2021	CAPITAL SANITARY	22.23	MOP HANDLE
496496	06/30/2021	CAPITAL SANITARY	30.46	PAPERTOWELS
496501	06/30/2021	CAPITAL SANITARY	107.02	PAPER TOWELS
741	06/23/2021	CAPITAL SANITARY	17.32	GREEN PAPER CUT IN HA
741	06/23/2021	CAPITAL SANITARY	55.88	TOILET TISSUE FOR MAR
496496	06/30/2021	CAPITAL SANITARY	208.68	AIRLAID WIPERS FOR THE OP
496496	06/30/2021	CAPITAL SANITARY	135.57	CAPITAL SANITARY
741	06/23/2021	CAPITAL SANITARY	336.62	JANITORIAL SUPPLIES
741	06/23/2021	CAPITAL SANITARY	90.87	LIDS TOILET TISSUE A
741	06/23/2021	CAPITAL SANITARY	1,653.60	SOAP HAND TOWELS CA
779	06/30/2021	CAPITAL SANITARY	2,018.83	CAN LINERS HAND TOWEL
741	06/23/2021	CAPITAL SANITARY	118.48	ICE SCOOPS
741	06/23/2021	CAPITAL SANITARY	383.01	JANITORIAL SUPPLIES F
496438	06/30/2021	CARAHSOFT TECHNOLOGY CORP	10,000.00	ECIVIS GRANT SOFTWARE
496387	06/30/2021	CDW GOVERNMENT INC	2,429.82	2 CISCO MERAKE WIRELE
ET210670	06/30/2021	CENTURY LINK	5,429.81	PHONE LINES FOR CITY. PRI
ET210672	06/30/2021	CENTURY LINK	121.98	PHONE LINES FOR CITY. PRI
ET210674	06/30/2021	CENTURY LINK	40.66	PHONE LINES FOR CITY. PRI
ET210655	06/22/2021	CENTURY LINK	0.07	PHONE LINES FOR CITY. PRI
ET210671	06/30/2021	CENTURY LINK	49.66	PHONE LINES FOR CITY. PRI
ET210673	06/30/2021	CENTURY LINK	40.66	PHONE LINES FOR CITY. PRI
ET210676	06/30/2021	CENTURY LINK	185.62	PHONE LINES FOR CITY. PRI
ET210677	06/30/2021	CENTURY LINK	81.32	PHONE LINES FOR CITY. PRI
ET210678	06/30/2021	CENTURY LINK	123.98	PHONE LINES FOR CITY. PRI
ET210654	06/22/2021	CENTURY LINK	378.94	PHONE LINES FOR CITY. PRI
ET210669	06/30/2021	CENTURY LINK	3.97	PHONE LINES FOR CITY. PRI
ET210675	06/30/2021	CENTURY LINK	2,340.13	PHONE LINES FOR CITY. PRI
496496	06/30/2021	CHIEF ARCHITECT INC	495.00	
496394	06/30/2021	CHRISTINE J HAPP	12.32	6/7-6/18/21 MILEAGE R
496388	06/30/2021	CINTAS CORP	205.76	FACILITY CLEANING AT
496389	06/30/2021	CINTAS FIRST AID & SAFETY	100.23	FIRST AID SUPPLIES FO
496496	06/30/2021	CITRIX SYSTEMS INC	5,232.00	SHAREFILE FTP ANNUAL RENE
496496	06/30/2021	CITY OF DUBUQUE	1.00	JPB ARTS PARKING
496496	06/30/2021	CITY OF DUBUQUE	2.25	METER PARKING FEES
496496	06/30/2021	CITY OF DUBUQUE	0.50	ORIENTATION PREP MEETING
496501	06/30/2021	CITY OF DUBUQUE	1.50	IH PARKING
496501	06/30/2021	CITY OF DUBUQUE	1.75	JPB PARKING
496501	06/30/2021	CITY OF DUBUQUE	0.50	JPB PARKING-ASPHALT ART G
496496	06/30/2021	CITY OF DUBUQUE	64.66	FUEL
496496	06/30/2021	CITY OF DUBUQUE	(1.25)	JC AMENDED
496496	06/30/2021	CITY OF DUBUQUE	2.25	JPB/ARTS/PARKING
496496	06/30/2021	CITY OF DUBUQUE	3.75	
496496	06/30/2021	CITY OF DUBUQUE	1.25	ARTS JPB PARKING
496496	06/30/2021	CITY OF DUBUQUE	2.00	MEETING WITH MEMBERS
496501	06/30/2021	CITY OF DUBUQUE	1.50	JC PARKING
496496	06/30/2021	CITY OF DUBUQUE	1.25	ARTS PARKING JPB
496496	06/30/2021	CITY OF DUBUQUE	3.00	IH PARKING
496496	06/30/2021	CITY OF DUBUQUE	3.75	JC PARKING
496496	06/30/2021	CITY OF DUBUQUE	4.50	PARKING FEES
496086	06/18/2021	CITY TREASURER	77.25	DED:0630 FLEX-LIFE
496086	06/18/2021	CITY TREASURER	10.00	DED:0650 FLEX-TRNST

CK NBR	CHECK DATE	VENDOR	PAYMENT AMOUNT	DESCRIPTION
496086	06/18/2021	CITY TREASURER	4,507.11	DED:1201 ICMA 457 %
496089	06/18/2021	CITY TREASURER	35,285.88	DED:0410 HEALTH PTX
496083	06/18/2021	CITY TREASURER	161,184.33	DED:0010 IPERS
496089	06/18/2021	CITY TREASURER	285,563.31	DED:0430 HEALTH PTX
496090	06/18/2021	CITY TREASURER	7,156.73	DED:0530 DENTAL PTX
496094	06/18/2021	CITY TREASURER	28.00	DED:1130 FILING FEE
496086	06/18/2021	CITY TREASURER	3,250.27	DED:0210 CHILD SPRT
496086	06/18/2021	CITY TREASURER	7,181.52	DED:0610 FLEX-DEPND
496086	06/18/2021	CITY TREASURER	14,187.49	DED:0620 FLEX-MED
496086	06/18/2021	CITY TREASURER	407.82	DED:0640 FLEX-PARK
496086	06/18/2021	CITY TREASURER	34,930.00	DED:1200 ICMA 457 \$
496090	06/18/2021	CITY TREASURER	1,756.16	DED:0510 DENTAL PTX
496091	06/18/2021	CITY TREASURER	91.38	DED:0720 LIFE N_PTX
496091	06/18/2021	CITY TREASURER	710.22	DED:0820 LIFE INS
496091	06/18/2021	CITY TREASURER	141.24	DED:0910 AD&D
496086	06/18/2021	CITY TREASURER	65,767.57	DED:*SIA STATE IA
496089	06/18/2021	CITY TREASURER	65,535.47	DED:0420 HEALTH PTX
496091	06/18/2021	CITY TREASURER	1,086.65	DED:0710 LIFE PRETX
496091	06/18/2021	CITY TREASURER	940.53	DED:0810 LIFE INS
496091	06/18/2021	CITY TREASURER	218.12	DED:0830 LIFE INS
496091	06/18/2021	CITY TREASURER	106.80	DED:0920 AD&D
496091	06/18/2021	CITY TREASURER	32.80	DED:0930 AD&D
496496	06/30/2021	CIVIL ENGINEERING	897.00	CIVIL ENG COURSE
496391	06/30/2021	CLARKE UNIVERSITY	2,980.33	FY21 FRANCHISE FEES
743	06/23/2021	COBAN TECHNOLOGIES INC	1,045.00	MVD-VLX-DS
743	06/23/2021	COBAN TECHNOLOGIES INC	185.64	DVR CABLES FOR CAR CA
743	06/23/2021	COBAN TECHNOLOGIES INC	30.00	ESTIMATED SHIPPING/HA
743	06/23/2021	COBAN TECHNOLOGIES INC	1,235.00	MVD-VLX-TR
496496	06/30/2021	COLE PAPERS INC	125.00	SOAP FOR SCBA WASHER
496450	06/30/2021	COLLECTIVE DATA INC	2,000.00	ANNUAL MAINTENANCE &
780	06/30/2021	COMELEC SERVICES INC	1,094.00	HANDHELD RADIO REPLAC
758	06/23/2021	COMMAND SECURITY SOLUTIONS	135.00	ANNEX ALARMS - JUNE
758	06/23/2021	COMMAND SECURITY SOLUTIONS	81.00	CITY HALL ALARMS - JU
496496	06/30/2021	COMMUNICATIONS ENGINEERING CO	92.60	133-ID PRINTERCARD RIBBON
742	06/23/2021	COMMUNICATIONS ENGINEERING CO	599.29	RESOLVE THE DOOR CONT
742	06/23/2021	COMMUNICATIONS ENGINEERING CO	375.00	POD MARINA
496392	06/30/2021	CONLON CONSTRUCTION CO	92,872.35	CHAPLAIN SCHMITT ISLA
496496	06/30/2021	CONSERVATION MART	44.59	SUPPLIES ENERGY SAVER KIT
496496	06/30/2021	COREL	40.20	SOFTWARE RENEWAL
496406	06/30/2021	CORY J RITTERBUSCH	495.00	TERMINAL LANDSCAPING
496496	06/30/2021	CRASH DATA GROUP	1,250.00	CRASH DATA
496496	06/30/2021	CRESCENT ELECTRIC	1,731.00	BATTERIES FOR METERS
781	06/30/2021	CRESCENT ELECTRIC	290.77	BALLASTS LAMPS BULBS
496496	06/30/2021	DAVENPORT FARM & FLEET INC	458.00	BATTERY FOR POWER TOOLS
496496	06/30/2021	DAVENPORT FARM & FLEET INC	260.97	EASY REACH, WRENCH
496496	06/30/2021	DAVENPORT FARM & FLEET INC	34.97	STEERING WHEEL SPINNER
496496	06/30/2021	DAVENPORT FARM & FLEET INC	195.28	TOOLS #4417
496496	06/30/2021	DAVENPORT FARM & FLEET INC	13.98	FUEL FOR SAWS
496496	06/30/2021	DAVENPORT FARM & FLEET INC	100.97	PLAYGRND TOOL/STORAGE-VET
496496	06/30/2021	DAVENPORT FARM & FLEET INC	94.16	TOOLS FOR TRUCK #3902
496496	06/30/2021	DAVENPORT FARM & FLEET INC	8.97	WIRE BRUSH
496496	06/30/2021	DAVENPORT FARM & FLEET INC	53.49	BREAKERS
496496	06/30/2021	DAVENPORT FARM & FLEET INC	7.89	CAUTION TAPE
496496	06/30/2021	DAVENPORT FARM & FLEET INC	2.69	GREASE
496496	06/30/2021	DAVENPORT FARM & FLEET INC	49.99	POND CHEMICALS
496398	06/30/2021	DELL MARKETING LP	2,423.64	FINANCE AND UTILITY B
496399	06/30/2021	DEMCO INC	87.14	HIGHLITHERS J-LAR TAP
496449	06/30/2021	DEMMEER OIL COMPANY	1,391.03	TERMINAL GENERATOR DI
496449	06/30/2021	DEMMEER OIL COMPANY	2,777.89	AUTO FUEL FOR RESALE
496400	06/30/2021	DEPARTMENT OF CORRECTIONAL SERVICE	368.93	FY21 FRANCHISE FEES



CK NBR	CHECK DATE	VENDOR	PAYMENT AMOUNT	DESCRIPTION
496496	06/30/2021	DES MOINES REGISTER & TRIBUNE CO	111.00	JOB AD
496496	06/30/2021	DES MOINES REGISTER & TRIBUNE CO	10.69	ONLINE EDITION DSM REGIST
496496	06/30/2021	DESERT NEWCO LLC - GODADDY.COM	195.97	SSL/IP PURCHASE WEB SITE
496496	06/30/2021	DIAMOND MOWERS INC	507.58	4006-BEARING, SHAFT
775	06/23/2021	DIAMOND MOWERS INC	4,273.58	4006-
496496	06/30/2021	DICK'S SPORTING GOODS INC	139.95	CANOPY-CHAP SCHMIT
496496	06/30/2021	DISH NETWORK LLC	155.05	DISH NETWORK-SNACK BAR
496496	06/30/2021	DISH NETWORK LLC	126.05	PILOT'S LOUNGE
496496	06/30/2021	DISH NETWORK LLC	5.06	TERMINAL PROGRAMMING
496440	06/30/2021	DITTMER RECYCLING INC	2,793.54	FY21 FRANCHISE FEES
496402	06/30/2021	DIVISION OF LABOR	80.00	BOILER INSPECTION 5/2
496496	06/30/2021	DOLLAR TREE #773	1,037.21	CRAFT TOOL KIT PROJECT
496496	06/30/2021	DOLLAR TREE #773	168.00	SRP PRIZES/SUPPLIES
496496	06/30/2021	DOLLAR TREE #773	40.00	
496496	06/30/2021	DOLLAR TREE #773	309.05	SUMMER RDG PROGRAM SUPPLY
496496	06/30/2021	DOLLAR TREE #773	13.00	BACK PACKS
496496	06/30/2021	DOLLAR TREE #773	312.00	FOUNDATION - TOOL KIT PRO
496496	06/30/2021	DOTLOOP LLC	29.00	
496496	06/30/2021	DRIVE LINE OF DUBUQUE INC	425.00	4022-REPAIR RADIATOR
496496	06/30/2021	DRONEDEPLOY.COM	49.00	DRONE DEPLOY-CHESTERFIELD
496496	06/30/2021	DRONEDEPLOY.COM	49.00	DRONE DEPLOY-SOUTH PORT
496496	06/30/2021	DRONEDEPLOY.COM	49.00	DRONE DEPLOY-SW ART
496496	06/30/2021	DRONEDEPLOY.COM	49.00	DRONE DEPLOY-VETS MEM
496496	06/30/2021	DRONEDEPLOY.COM	3,000.00	ANNUAL DRONE DEPLOY SFTWR
496496	06/30/2021	DUBUQUE AREA CHAMBER OF COMMERCE	55.00	ANNUAL MEETING REGISTRATI
496369	06/30/2021	DUBUQUE AREA CONVENTION & VISITORS	41.58	PROMOTIONAL ITEMS
496085	06/18/2021	DUBUQUE BANK & TRUST COMPANY	129,943.02	DED:*FI FICA
496085	06/18/2021	DUBUQUE BANK & TRUST COMPANY	48,534.98	DED:*FM MEDICARE
496085	06/18/2021	DUBUQUE BANK & TRUST COMPANY	163,017.08	DED:*FT FEDERAL
496409	06/30/2021	DUBUQUE COUNTY RECORDER	32.00	DEED RECORDING: SALE
744	06/23/2021	DUBUQUE FIRE EQUIPMENT INC	347.70	SERVICE 12 RECREATION
744	06/23/2021	DUBUQUE FIRE EQUIPMENT INC	144.80	CITY HALL - SERVICE O
744	06/23/2021	DUBUQUE FIRE EQUIPMENT INC	1,474.15	PARK AREAS
744	06/23/2021	DUBUQUE FIRE EQUIPMENT INC	323.78	POOLS MCALEECE POD
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	113.12	125MINI-CABLE, LUGS, ENDS
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	53.63	132-FITTINGS
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	4.31	133-DRILL CHUCK KEY
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	37.41	133-HOSE & FITTINGS
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	99.70	220-SHOP WATER HOSE ASSY
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	127.95	3244-THREADED ROD, NUTS
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	140.06	3476-HOSE & FITTINGS
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	152.75	4002-HYDRO HOSE ASSY
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	138.55	BLTS-GRT PMP & PWR WSH HN
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	141.67	GRINDER WHEEL
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	55.69	HOSE & HARDWARE
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	62.33	NEW HOSE & HARDWARE
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	101.77	NUTS/BLTS-REPL CK VLV-IPW
496501	06/30/2021	DUBUQUE HOSE & HYDRAULICS	22.00	1916-SOCKET BIT
496501	06/30/2021	DUBUQUE HOSE & HYDRAULICS	(105.90)	REFUND DUE TO ERROR
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	399.30	125BIG-HARDWARE ORDER
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	(61.15)	132-CREDIT FITTINGS
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	4.31	133-CHUCK KEY
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	33.30	133-IMPACT ADAPTER
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	95.04	134-BRAKE CLEANER
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	491.40	134-SHOPSUPPLY STOCKORDER
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	19.69	220-BLACK CABLE TIES
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	37.94	220-DRILL BIT
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	8.00	220-GREASE GUN REPAIR
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	7.79	220-HEX DIE
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	1,600.00	220-PORTABLE HOSE MACHINE

CK NBR	CHECK DATE	VENDOR	PAYMENT AMOUNT	DESCRIPTION
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	58.20	220-SOCKETS,BRAKE CLEANER
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	2.95	2610-NUTS, WASHERS
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	158.58	3455-BLADE HOSE ASSY
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	264.97	3456-HOSES & FITTINGS
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	425.18	3471-FLANGE LOCK TOOL KIT
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	112.37	3475-RODS, LOCKING TOOLS
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	49.88	4008-ROD, WASHERS, NUTS
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	92.94	4930-VALVE HANDLES
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	7.97	BLTS-WASTING PMP=BLD#35
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	339.00	HAMMER DRILL
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	97.95	LOCATE PAINT
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	42.04	PAINT FOR BALLFIELD SIGNS
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	41.96	PULLEYS FOR POOLS
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	105.90	SAW BLADES & SUPPLIES
496501	06/30/2021	DUBUQUE HOSE & HYDRAULICS	171.29	132-HARDWARE STOCK ORDER
496501	06/30/2021	DUBUQUE HOSE & HYDRAULICS	(4.31)	133-CREDIT CHUCK KEY
496501	06/30/2021	DUBUQUE HOSE & HYDRAULICS	9.90	4007-HEX NIPPLES, U NUTS
496501	06/30/2021	DUBUQUE HOSE & HYDRAULICS	23.98	UTILITY KNIVES FOR TOOLS
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	210.26	
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	610.93	118-HARDWARE STOCK ORDER
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	480.10	125MINI-HARDWARE ORDER
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	294.48	132-BLACK CABLE TIES
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	75.60	132-BRAKE CLEANER
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	60.48	132-CHAIN REPAIR LINKS
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	951.74	132-HARDWARE STOCK ORDER
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	115.60	133-IMPACT SOCKET,ADAPTER
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	17.83	1906-BRASS HOSE BARB
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	42.04	220-GLOSS WHITE PAINT
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	293.00	220-HI TEMP GREASE
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	239.00	220-IMPACT WRENCH
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	31.33	3456-BOLTS
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	452.18	3456-HOSE & FITTINGS
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	47.21	4007-FITTINGS
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	32.18	GAUGE-ROUND UP TANK
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	42.04	HARDWARE FOR CAMERAS
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	423.24	JET FLUSHER HOSE FOR 2704
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	19.54	PENS -MARK EMERG LIGHT
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	12.29	PLANTER HARDWARE
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	177.99	TOOLS-MATTS TRUCK
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	65.99	WATER HOSES-MCALEECE
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	17.62	WSHRS/KNIFE-AIR VNT-#55
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	302.89	119-HARDWARE STOCK ORDER
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	36.29	132-SHOP SUPPLIES
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	27.06	1922-FUEL LINE, SPLICER
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	117.91	220-BIT, REAMER
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	4.44	220-BLACK, CABLE TIES
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	303.80	220-BRAKE CLEANER, GREASE
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	44.16	220-DIAL CALIPER
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	2,087.94	220-SHOP SUPPLIES
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	104.20	3455-OIL RECOVERY HOSE
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	128.31	3458-SNAP HOOKS, NUTS
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	44.50	3476-BOLTS, NUTS, WASHERS
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	4.46	BLTS-WAS PUMP-BLD #35
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	103.61	BOLTS FOR GRIT PMP-BLD#10
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	61.08	BOLTS/LFT STPS-GRIT PMPS
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	36.66	CONCRETE ANCHORS
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	23.68	GREASE FOR DRILL
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	1.58	ORINGS-WATER FOUNTAIN
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	42.04	PAINT FOR SIGN POSTS
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	29.15	PARTS FOR SPRAYER TANK

CK NBR	CHECK DATE	VENDOR	PAYMENT AMOUNT	DESCRIPTION
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	(3.00)	REFUND PULLEYS PRICE
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	11.99	SHOP TOWELS FOR TRUCK
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	42.08	THREAD KIT-PLAYGROUNDS
496496	06/30/2021	DUBUQUE HOSE & HYDRAULICS	279.00	WEED TRIMMER
496501	06/30/2021	DUBUQUE HOSE & HYDRAULICS	105.97	CORRECTION FOR ERROR
496501	06/30/2021	DUBUQUE HOSE & HYDRAULICS	26.38	COUPLER FOR SWEEPER
496410	06/30/2021	DUBUQUE MUSEUM OF ART	800.51	FRANCHISE FEES
771	06/23/2021	DUBUQUELAND DOOR COMPANY	225.63	GARAGE DOOR REPAIRS O
496496	06/30/2021	EAGLE COUNTRY MARKET #147	16.92	ICE AND WATER
496496	06/30/2021	ECHELON FRONT LLC	419.88	LEADERSHIP TRAINING-1 YR
745	06/23/2021	ED M FELD EQUIPMENT CO INC	698.25	5 SETS OF GLOVES PLUS
496376	06/30/2021	EDWARDS CAST STONE COMPANY	1,116.94	FRANCHISE FEES
496496	06/30/2021	ELECTRONIC PRINT INC	54.00	
496496	06/30/2021	ELECTRONIC PRINT INC	20.80	COLOR COPIES
496383	06/30/2021	ELM USA INC	187.95	PADS FOR DISC CLEANER
496496	06/30/2021	ENGRAVED GIFT COLLECTION LLC	15.00	MEMBER BADGES
496496	06/30/2021	ENGRAVED GIFT COLLECTION LLC	30.00	NAME TAGS FOR STAFF
496411	06/30/2021	ENVIRONMENTAL SYSTEMS RESEARCH INST	60,500.00	QUOTATION 26009688 A
496496	06/30/2021	ENVISION SPORTS DESIGNS	10.64	ENGINEERING APPAREL
496496	06/30/2021	ENVISION SPORTS DESIGNS	53.00	HEALTH ADMIN APPAREL
776	06/23/2021	ENVISION SPORTS DESIGNS	670.00	PINK SHIRTS
496496	06/30/2021	ENVISION SPORTS DESIGNS	90.50	APPAREL
496496	06/30/2021	ENVISION SPORTS DESIGNS	1,415.00	CITY SWAG ITEMS - WINTER
496496	06/30/2021	ENVISION SPORTS DESIGNS	(3.50)	SALES TAX REFUND
496496	06/30/2021	ENVISION SPORTS DESIGNS	94.00	ENV SAN APPAREL
776	06/23/2021	ENVISION SPORTS DESIGNS	85.00	INSPECTOR SHIRTS FOR
496441	06/30/2021	ERIC F MISKO	68.00	ADAM LANGBECKER HEADS
496496	06/30/2021	FACEBOOK INC	35.00	SOCIAL MEDIA ADVERTISING
496496	06/30/2021	FACEBOOK INC	25.00	SOCIAL MEDIA FOR EVENT
496496	06/30/2021	FACEBOOK INC	40.50	SOCIAL MEDIA FOR ELECTRON
496496	06/30/2021	FACEBOOK INC	49.76	ARTS AOTR
496501	06/30/2021	FACEBOOK INC	21.06	SOCIAL MEDIA ADVERTISING
496496	06/30/2021	FAREWAY STORES INC	38.48	HAM, TURKEY, ONIONS
496496	06/30/2021	FAREWAY STORES INC	51.79	TOMATOES, HAM, TURKEY
496496	06/30/2021	FAREWAY STORES INC	102.23	TURKEY, HAM, BUNS, LIMES
496501	06/30/2021	FAREWAY STORES INC	33.03	BUNS, PLATES
496496	06/30/2021	FAREWAY STORES INC	30.22	HAM
496412	06/30/2021	FEDEX	25.36	CLOSING FOR BISHOPS B
496501	06/30/2021	FIRESTAR LTD	163.74	HARD HATS-ENG
496496	06/30/2021	FIRST SUPPLY LLC	114.79	
496496	06/30/2021	FIRST SUPPLY LLC	134.69	TOILET REPAIR PARTS-SUTTO
496496	06/30/2021	FIRST SUPPLY LLC	3.56	HARDWARE-WATER FOUNTAIN
496496	06/30/2021	FIRST SUPPLY LLC	7.54	TOILET PARTS-POOLS
496496	06/30/2021	FISHER SCIENTIFIC COMPANY	100.16	HAZ MAT GLOVES
496496	06/30/2021	FIVE BELOW	8.56	POOL NOODLES-SUMMER TEEN
496496	06/30/2021	FOREFLIGHT LLC	99.99	FBO FOREFLIGHT RENEWAL
496211	06/23/2021	FORTMANN, TERRY P	12.49	UB REFUND
496496	06/30/2021	GALLAGHER BENEFIT SERVICES INC	8,625.00	CONSULTING FEES 4-6/2021
496496	06/30/2021	GALLS LLC	140.57	GALLS TAC TEAM
496496	06/30/2021	GALLS LLC	38.30	GALLS, TAC TEAM
496496	06/30/2021	GAS STATIONS/TOWING	35.61	
496496	06/30/2021	GAS STATIONS/TOWING	19.43	SWEEPER FUEL
496496	06/30/2021	GAS STATIONS/TOWING	48.65	TRAINING
496501	06/30/2021	GAS STATIONS/TOWING	171.00	FUEL FOR TRANSFER TRUCK
496496	06/30/2021	GAS STATIONS/TOWING	1.38	COFFEE
496496	06/30/2021	GAS STATIONS/TOWING	687.00	FUEL FOR TRANSFER TRUCK
496496	06/30/2021	GAS STATIONS/TOWING	750.00	GIFT CARDS FOR GRADUATES
496496	06/30/2021	GAS STATIONS/TOWING	14.92	BLOWER GAS
496496	06/30/2021	GAS STATIONS/TOWING	4.78	GAS-BRUSH CLEAN-VET MEM
496496	06/30/2021	GAS STATIONS/TOWING	43.56	3473-GAS FOR LAWN MOWER

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496496	06/30/2021	GAS STATIONS/TOWING	239.59	DIESEL-FOR MOWERS
496496	06/30/2021	GAS STATIONS/TOWING	40.00	FUEL FOR RENTAL TRUCK
496496	06/30/2021	GAS STATIONS/TOWING	42.65	GAS, CERTIFICATION
496416	06/30/2021	GERALD F LANGE	96.26	5/17/21 TO 6/18/21
496496	06/30/2021	GIERKE ROBINSON COMPANY INC	33.99	4046-ROLLER HANDLE ASSY
496204	06/23/2021	GLAB, JUDITH A	126.33	UB REFUND
496496	06/30/2021	GOLD STAR FS	840.00	QUICK DRY/TURFACE
746	06/23/2021	GOODWIN TUCKER GROUP	264.87	MAINTENANCE ON OVEN I
496496	06/30/2021	GOOGLE INC	128.40	2 NEST CMRAS-TOC SRVRS
496496	06/30/2021	GOVCONNECTION INC	438.65	POCKET JET PRINTER FOR AN
496496	06/30/2021	GRAINGER INC	478.75	
496501	06/30/2021	GRAINGER INC	20.42	
496496	06/30/2021	HACH CHEMICAL COMPANY	282.14	NITRATE TESTS FOR LAB
496496	06/30/2021	HACH CHEMICAL COMPANY	1,844.98	
496205	06/23/2021	HALVORSON, JESSICA M	367.12	UB REFUND
496496	06/30/2021	HARBOR FREIGHT TOOLS USA INC	43.96	MOVING BLANKETS-EQUIPMENT
496496	06/30/2021	HARBOR FREIGHT TOOLS USA INC	25.97	ITEMS FOR MAINTENANCE SHO
496496	06/30/2021	HARBOR FREIGHT TOOLS USA INC	79.99	VENTILATION FAN FOR LAB
496496	06/30/2021	HARBOR FREIGHT TOOLS USA INC	31.95	MASKS, TOOLS FOR THE MAIN
496423	06/30/2021	HAWKEYE AREA COMMUNITY ACTION PROGR	57,251.60	OPERATION NEW VIEW CO
496496	06/30/2021	HCR HORTICULTURE MAGAZINE	49.95	HORTICULTURE MAGAZINE REN
749	06/23/2021	HEIAR BROTHERS FENCING INC	912.00	VALENTINE PARK FENCE
496397	06/30/2021	HEIDI K ZULL	78.40	1/11/21 TO 5/17/21
496397	06/30/2021	HEIDI K ZULL	17.83	12/5/20-12/29/20
496397	06/30/2021	HEIDI K ZULL	113.85	7/14/20 TO 12/1/20
770	06/23/2021	HEIMAN INC	223.60	(3) BULLARD ECLIPSE B
496496	06/30/2021	HENDRICKS FEED & SEED CO INC	298.50	PESTICIDES FOR THISTLES
496496	06/30/2021	HENDRICKS FEED & SEED CO INC	170.00	SEED-DIVOT BOXES
496496	06/30/2021	HENDRICKS FEED & SEED CO INC	105.00	GRASS SEED
496496	06/30/2021	HENDRICKS FEED & SEED CO INC	310.00	GRASS SEED & SUPPLIES
496496	06/30/2021	HENDRICKS FEED & SEED CO INC	99.50	PESTICIDES-FLOOD WALL
496496	06/30/2021	HENDRICKS FEED & SEED CO INC	231.50	SKATE PARK-GRAS SEED/STRA
496496	06/30/2021	HENDRICKS FEED & SEED CO INC	229.50	STRAW, GRASS SEED-FLORA
496496	06/30/2021	HENDRICKS FEED & SEED CO INC	55.00	
496496	06/30/2021	HENDRICKS FEED & SEED CO INC	99.50	PESTICIDES-THISTLE CONTRO
784	06/30/2021	HERITAGE PRINTING COMPANY	31.50	NAME TAGS FOR BEN BEC
496496	06/30/2021	HOBBY LOBBY STORES INC	55.96	CORK BOARD-MFC
496413	06/30/2021	HOLY FAMILY CATHOLIC SCHOOLS	1,475.43	FY21 FRANCHISE FEES
496421	06/30/2021	HORMEL FOODS CORPORATION	71,090.43	FY21 FRANCHISE FEES
750	06/23/2021	HORSFIELD MATERIALS INC	387.75	3 CY C-4 MIX CONCRETE
750	06/23/2021	HORSFIELD MATERIALS INC	1,680.26	6 1/2 CY C-4 MIX CONC
750	06/23/2021	HORSFIELD MATERIALS INC	452.38	3 1/2 CY C-4 MIX CONC
750	06/23/2021	HORSFIELD MATERIALS INC	581.63	4 1/2 CY C-4 MIX CONC
496496	06/30/2021	HOTEL/MOTEL VENDOR	295.92	COSMO HOTEL-1ST NGHT CHR
496496	06/30/2021	HOTEL/MOTEL VENDOR	37.20	5/24 LUNCH MEETING
496496	06/30/2021	HOTEL/MOTEL VENDOR	15.00	6/14 MVM BRKFST MTG W/CON
496496	06/30/2021	HOTEL/MOTEL VENDOR	2,174.88	HOTEL, CRPA
496496	06/30/2021	HOTEL/MOTEL VENDOR	11.00	5/27 MVM LUNCH MEETING
496496	06/30/2021	HOTEL/MOTEL VENDOR	1,013.42	
496501	06/30/2021	HOTEL/MOTEL VENDOR	1,903.02	CRPA LODGING
496496	06/30/2021	HYDRITE CHEMICAL COMPANY	1,599.00	CITRIC ACID FOR THE UV
496496	06/30/2021	HYVEE #1160	27.65	PLATES, CUP, JUICE
496439	06/30/2021	HYVEE #1162	253.50	AIRCRAFT CATERING
496496	06/30/2021	HYVEE #1162	21.22	BUNS, ONIONS
496501	06/30/2021	HYVEE #1162	6.97	FRUIT PUNCH
496501	06/30/2021	HYVEE #1162	35.88	LAUNDRY DETERGENT
496496	06/30/2021	HYVEE #1162	86.83	POWERADE, GATORADE
496496	06/30/2021	HYVEE #1162	13.86	BUNS
496496	06/30/2021	HYVEE #1162	23.48	BUNS, TABASCO
496501	06/30/2021	HYVEE #1162	56.94	HY-VEE

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496496	06/30/2021	HYVEE #1162	65.43	PROGRAM SUPPLIES
496501	06/30/2021	HYVEE #1162	16.17	BUNS
496496	06/30/2021	HYVEE INC	24.17	SWEARING IN SUPPLIES
496396	06/30/2021	ID WHOLESALER	610.98	LANYARDS AND BADGE HO
496087	06/18/2021	ILLINOIS DEPARTMENT OF REVENUE	1,037.47	DED:*SIL STATE IL
496092	06/18/2021	ILLINOIS STATE DISBURSEMENT UNIT	230.77	DED:0220 CHILD SPRT
496401	06/30/2021	IMON COMMUNICATIONS LLC	200.00	429 RHOMBERG INTERNET
496496	06/30/2021	INDEED INC	176.55	BOARDING, NITRO
496496	06/30/2021	INDEED INC	61.41	RESALE ITEMS
496452	06/30/2021	INGRAM LIBRARY SERVICES INC.	65.63	FY21 YOUNG ADULT BOOK
496452	06/30/2021	INGRAM LIBRARY SERVICES INC.	126.02	FY21 CHILDRENS BOOKS
496452	06/30/2021	INGRAM LIBRARY SERVICES INC.	347.25	ADULT BOOKS FOR LIBRA
496501	06/30/2021	INSTITUTE OF TRANSPORTATION ENGINRS	19.37	ITE RENEWAL
496496	06/30/2021	INTERNATIONAL MUNICIPAL LAWYERS	535.00	ANNUAL SEMINAR - QUANN
496496	06/30/2021	INTERNATIONAL MUNICIPAL LAWYERS	410.00	ANNUAL SEMINAR - LINDAHL
ET210653	06/21/2021	IOWA BEVERAGE SYSTEMS INC	349.35	ALCOHOL CHARGES FOR BUNKE
ET210663	06/28/2021	IOWA BEVERAGE SYSTEMS INC	538.35	ALCOHOL CHARGES FOR BUNKE
496425	06/30/2021	IOWA COMMUNITIES ASSURANCE POOL	697.81	FY21 DAMAGE CLAIMS
496496	06/30/2021	IOWA DEPARTMENT OF PUBLIC HEALTH	900.00	
496496	06/30/2021	IOWA DEPT OF NATURAL RESOURCES	120.00	
496496	06/30/2021	IOWA DEPT OF NATURAL RESOURCES	120.00	OP CERT-KREMER/CUE
496496	06/30/2021	IOWA DEPT OF NATURAL RESOURCES	452.90	TITLE V FEES
496496	06/30/2021	IOWA DEPT OF PUBLIC DEFENSE	111.00	DEPT OF DEFENSE
496093	06/18/2021	IOWA DEPT OF REVENUE	4.79	DED:0110 LEVY-IA
496496	06/30/2021	IOWA LEAGUE OF CITIES	215.00	ILC ANNL CONF REG MVM
496496	06/30/2021	IOWA LEAGUE OF CITIES	195.00	ACADEMY REGISTRATION
496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	BLASER RENTAL PROPERTIES
496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	CAVANAUGH, AMBER LYNN
496496	06/30/2021	IOWA SUPREME COURT CLERK	1,020.00	DIAMOND APARTMENTS
496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	DUNCAN, MARY
496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	EDAHL, CATHLEEN
496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	FREY, GLEN
496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	MCMURRIN, SANDRA L.
496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	MOORE, NANCY JO
496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	WILMINGTON TRUST COMPANY
496501	06/30/2021	IOWA SUPREME COURT CLERK	285.00	REGAN, KEVIN
496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	BIEDERMANN, JENNIFER
496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	ENGELKEN, THOMAS
496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	FREEDOM PROPERTIES LLC
496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	GARDNER, RYNE
496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	HANTEN, JOSH
496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	LITTLE, WILLIAM
496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	MCDERMOTT ENTERPRISES LL
496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	PROPERTY INVESTMENTS GROU
496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	RIVERWALK PROPERTIES LLC
496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	RUFF, ROSE A & HARTZELL,
496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	BRANDENBURG, COURTNEY
496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	CONKLIN, SHANNON
496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	EHLERS, ANDREA
496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	FOHT, MICHELE
496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	GLADWIN, KEVIN
496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	HANTELLIS PROPERTIES LLC
496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	JERRIS, SHANTELE
496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	JTM PROPERTIES LLC
496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	KARAVERGOS, IOANNIS
496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	MHI RENTALS LLC
496496	06/30/2021	IOWA SUPREME COURT CLERK	285.00	BMANN LLC
496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	BRP PROPERTIES LLC
496496	06/30/2021	IOWA SUPREME COURT CLERK	380.00	BURBACH, THOMAS E & MONA
496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	BUSS, ELLIE



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496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	DEROUIN, ROBERT
496496	06/30/2021	IOWA SUPREME COURT CLERK	285.00	DIAMOND APARTMENTS LLC
496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	FLOWERS, KIERAH
496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	GRTD INVESTMENTS LLC
496496	06/30/2021	IOWA SUPREME COURT CLERK	190.00	IRFAN ULHAQ & MIYEON KWON
496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	JMRH PROPERTIES - THEISEN
496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	JOHNSON, ROBERT L.
496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	JUDGE REAL ESTATE LLC
496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	MOONLIT BEACHES INVESTMEN
496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	PRESCOTT LLC
496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	REGAN, KEVIN D
496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	SOLDALIS LLC
496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	WARTHAN, DOUGLAS
496496	06/30/2021	IOWA SUPREME COURT CLERK	95.00	WHITE, JOHN H
496501	06/30/2021	IOWA SUPREME COURT CLERK	960.00	DIAMOND APARTMENTS
496501	06/30/2021	IOWA SUPREME COURT CLERK	95.00	YOUNG, JOHN
496496	06/30/2021	IWI MOTOR PARTS	137.46	1804-BATTERY
496496	06/30/2021	IWI MOTOR PARTS	201.52	1806-BATTERY
496496	06/30/2021	IWI MOTOR PARTS	165.68	1818-BATTERY
496496	06/30/2021	IWI MOTOR PARTS	3.66	4002-RADIATOR CAP
496501	06/30/2021	IWI MOTOR PARTS	(11.00)	1831-CREDIT BATTERY CORE
496501	06/30/2021	IWI MOTOR PARTS	(18.00)	4913-CREDIT BATTEYR CORE
496501	06/30/2021	IWI MOTOR PARTS	159.84	STORES-FILTERS PM SERVICE
496496	06/30/2021	IWI MOTOR PARTS	131.03	1803-BATTERY
496496	06/30/2021	IWI MOTOR PARTS	27.00	1900-WIPER BLADES
496496	06/30/2021	IWI MOTOR PARTS	25.43	1921-TAPE, SILICONE
496496	06/30/2021	IWI MOTOR PARTS	174.83	2607-FAN CLUTCH
496496	06/30/2021	IWI MOTOR PARTS	263.04	CHARGED TO WRONG ACCOUNT
496496	06/30/2021	IWI MOTOR PARTS	109.65	STOERS-FILTERS PM SERVICE
496501	06/30/2021	IWI MOTOR PARTS	539.66	2562-BRAKE PADS & ROTORS
496496	06/30/2021	IWI MOTOR PARTS	165.68	118-SPARE BATTERY
496496	06/30/2021	IWI MOTOR PARTS	(16.00)	2114-CREDIT BATTERY CORE
496496	06/30/2021	IWI MOTOR PARTS	(200.00)	2602-CR BRAKECALIPERCORES
496496	06/30/2021	IWI MOTOR PARTS	874.38	STORES-FILTERS PM SERVICE
496501	06/30/2021	IWI MOTOR PARTS	(16.00)	0556-CREDIT BATTERY CORE
496501	06/30/2021	IWI MOTOR PARTS	(18.00)	1843-CREDIT BATTERY CORE
496501	06/30/2021	IWI MOTOR PARTS	140.28	BATTERY #4432
496496	06/30/2021	IWI MOTOR PARTS	55.19	0916-TIRE PRESSURE SENSOR
496496	06/30/2021	IWI MOTOR PARTS	382.56	2602-FRONT BRAKE CALIPERS
496496	06/30/2021	IWI MOTOR PARTS	43.72	2603-BELT IDLER PULLEYS
496496	06/30/2021	IWI MOTOR PARTS	43.72	2607-IDLER PULLEYS
496496	06/30/2021	IWI MOTOR PARTS	86.01	2607-SENSOR,CAP,CONNECTOR
496496	06/30/2021	IWI MOTOR PARTS	134.76	2609-A/C VACUUM PUMP
496496	06/30/2021	IWI MOTOR PARTS	114.19	BATTERY #4470
496496	06/30/2021	IWI MOTOR PARTS	34.08	BRAKE CLEANER
496496	06/30/2021	IWI MOTOR PARTS	21.24	OIL FITLERS
496496	06/30/2021	IWI MOTOR PARTS	81.18	STORES-FILTER PM SERVICE
496501	06/30/2021	IWI MOTOR PARTS	(18.00)	1804-CREDIT BATTERY CORE
496501	06/30/2021	IWI MOTOR PARTS	165.68	1857-BATTERY
496501	06/30/2021	IWI MOTOR PARTS	(263.04)	CR-CHARGED TO WRONG ACCT
496496	06/30/2021	I-WOMEN	1,965.00	REGISTRATION FEE
496496	06/30/2021	J & R SUPPLY COMPANY	75.00	REPLACEMENT VALV-9 GREEN
496496	06/30/2021	J&R RENTAL LLC	18.99	FILTERS AND SPARK PLUGS
496496	06/30/2021	J&R RENTAL LLC	219.99	BLOWER
496496	06/30/2021	J&R RENTAL LLC	390.74	CHARGER, BATTERY
496496	06/30/2021	J&R RENTAL LLC	162.00	TRIMMER LINES
496384	06/30/2021	JANNA M BEAU	336.56	5/17/21 TO 6/21/21
496496	06/30/2021	JOHN W KENNEDY	3,651.56	133-FUELISLAND CARDREADER
496414	06/30/2021	JULIEN'S JOURNAL	345.00	ANNUAL SUBSCRIPTION F
496501	06/30/2021	KAR-TECH INC	25.30	TGL SW- CRN RMTE #3901

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496496	06/30/2021	KECO PUMP AND EQUIPMENT	727.45	REPLACEMENT PUMPOUT HOSES
496496	06/30/2021	KILBURG EQUIPMENT LLC	186.37	3412-AIR WATER SEPARATOR
496415	06/30/2021	KINTZINGER LAW FIRM PLC	300.00	DHRC #4518
496390	06/30/2021	KOLBY L HOLDREN	68.60	5/13/21-6/21/21
747	06/23/2021	KONE INC	1,763.41	MAINTENANCE SERVICE F
747	06/23/2021	KONE INC	360.00	QUARTERLY ELEVATOR MA
747	06/23/2021	KONE INC	1,960.00	FY21 ANNUAL ELEVATOR
747	06/23/2021	KONE INC	210.00	NOVEMBER 2020 THROUGH
782	06/30/2021	KONE INC	304.00	OCTOBER 2020 THROUGH
496395	06/30/2021	KRISTEN K DIETZ	80.64	JAN 1 2021 TO MAY 25
496395	06/30/2021	KRISTEN K DIETZ	82.23	JUNE 19 2020 TO DEC 2
735	06/23/2021	LANDMARK TURF SERVICES LLC	90.79	TREAT THE MSC FOR THE
735	06/23/2021	LANDMARK TURF SERVICES LLC	2,728.07	TREAT THE LANDSIDE OF
496496	06/30/2021	LEISURE HOLDING INC & SUBSIDIARIES	814.31	MAY ONLINE RESERVATION FE
496454	06/30/2021	LEISURE SERVICES REFUNDS	50.00	GRACE AND LIAM
496496	06/30/2021	LENZ MONUMENT	20.00	2683-SANDBLAST A/C STAND
496496	06/30/2021	LESS LETHAL LLC	583.00	LESS LETHAL
791	06/30/2021	LIBERTY TIRE RECYCLING LLC	7,101.00	COLLECTON AND PROPER
496403	06/30/2021	LIBRARY MARKET	1,500.00	ILS PROGRAM PROMOTION
496403	06/30/2021	LIBRARY MARKET	1,500.00	PAYMENT INTEGRATION O
496417	06/30/2021	LIME ROCK SPRINGS CO	540.40	BEVERAGES THRU JUNE 3
496417	06/30/2021	LIME ROCK SPRINGS CO	344.24	FLORA
496417	06/30/2021	LIME ROCK SPRINGS CO	504.05	BHGC SNACK BAR
496496	06/30/2021	LINK HYDRAULIC & SUPPLY	57.49	HOSE HOOKS
496496	06/30/2021	LOGMEIN USA, INC	791.35	OPEN VOICE AUDIO & OPEN V
496496	06/30/2021	LOGMEIN USA, INC	510.00	GOTOASSIST & GOTOMEETING
496496	06/30/2021	LOGMEIN USA, INC	140.00	GOTOMEETING ADDITIONAL LI
496496	06/30/2021	LOGMEIN USA, INC	950.25	GOTOMYPC ADDITIONAL LICEN
496496	06/30/2021	LOGMEIN USA, INC	480.50	GOTOMEETING AND GOTOMYPC
496419	06/30/2021	LORAS COLLEGE	16,270.01	EXPENDITURES ASSOCIAT
496496	06/30/2021	LOWES COMPANIES INC	45.88	
496496	06/30/2021	LOWES COMPANIES INC	22.74	CHAINLINK FENCING TIES
496496	06/30/2021	LOWES COMPANIES INC	1.28	CYLINDER BLOCK TO HOLD SIG
496496	06/30/2021	LOWES COMPANIES INC	55.72	PLUMBING/DRYWALL SUPPLIES
496496	06/30/2021	LOWES COMPANIES INC	83.86	SHOVELS
496496	06/30/2021	LOWES COMPANIES INC	174.84	CHAIRS, CLOCK, BATTERIES
496496	06/30/2021	LOWES COMPANIES INC	8.28	CHEMICAL MEASURE DEVICE
496496	06/30/2021	LOWES COMPANIES INC	59.98	FOLDING 2 WHEEL CART
496496	06/30/2021	LOWES COMPANIES INC	39.64	SCREENS-SUTTON CONCESSIO
496496	06/30/2021	LOWES COMPANIES INC	7.98	THERMOMETER FOR TERMINAL
496501	06/30/2021	LOWES COMPANIES INC	51.84	SPRINKLERS, HEX KEYS
496496	06/30/2021	LOWES COMPANIES INC	15.96	511 MIXED FUEL
496496	06/30/2021	LOWES COMPANIES INC	38.91	ADHEASVIE-INSTALL CORKBOA
496496	06/30/2021	LOWES COMPANIES INC	59.13	CONCRETE SUPPLIES
496496	06/30/2021	LOWES COMPANIES INC	12.17	HARDWARE FOR FLORA
496496	06/30/2021	LOWES COMPANIES INC	41.16	HOSE FOR BLD #10
496496	06/30/2021	LOWES COMPANIES INC	26.64	LOCKTITE, DRILL BITS, KEY
496496	06/30/2021	LOWES COMPANIES INC	152.64	MULCH
496496	06/30/2021	LOWES COMPANIES INC	48.67	SOCKETS #4459
496496	06/30/2021	LOWES COMPANIES INC	12.56	CHAIN LINK FOR SUTTON
496496	06/30/2021	LOWES COMPANIES INC	289.51	WOOD FOR PROPS
496496	06/30/2021	MACQUEEN EQUIPMENT GROUP	137.73	4008-PROXIMITY SWITCH
496496	06/30/2021	MACQUEEN EQUIPMENT GROUP	226.69	4008-SEALS, NOZZLES
496496	06/30/2021	MACQUEEN EQUIPMENT GROUP	868.17	4007-DEFLECTOR, WELDMENT
496496	06/30/2021	MACQUEEN EQUIPMENT GROUP	545.01	4008-BACK UP CAMERA
496496	06/30/2021	MAGOO'S PIZZA	209.50	ORIENTATION LUNCH
496496	06/30/2021	MAILCHAMP	93.50	MONTHLY SUBSCRIPT FEE
748	06/23/2021	MAQUOKETA VALLEY ELECTRIC COOP	1,634.84	ENERGY COSTS FOR LAND
748	06/23/2021	MAQUOKETA VALLEY ELECTRIC COOP	937.29	ENERGY COSTS FOR VARI
748	06/23/2021	MAQUOKETA VALLEY ELECTRIC COOP	36.65	FY 21: N. CASCADE RD

CK NBR	CHECK DATE	VENDOR	PAYMENT AMOUNT	DESCRIPTION
748	06/23/2021	MAQUOKETA VALLEY ELECTRIC COOP	202.75	OBSTRUCTION LIGHTS; G
748	06/23/2021	MAQUOKETA VALLEY ELECTRIC COOP	4,658.67	TERMINAL BUILDING
783	06/30/2021	MAQUOKETA VALLEY ELECTRIC COOP	169.63	ENERGY COSTS FOR LANDFILL
748	06/23/2021	MAQUOKETA VALLEY ELECTRIC COOP	37.76	FY21: SW ARTERIAL - E
783	06/30/2021	MAQUOKETA VALLEY ELECTRIC COOP	35.31	ENERGY COSTS FOR VARIOUS
783	06/30/2021	MAQUOKETA VALLEY ELECTRIC COOP	370.35	FY21 ELECTRICITY COSTS
783	06/30/2021	MAQUOKETA VALLEY ELECTRIC COOP	582.02	ENERGY COSTS FOR THE LAND
748	06/23/2021	MAQUOKETA VALLEY ELECTRIC COOP	83.46	ELECTRIC SERVICE FOR
748	06/23/2021	MAQUOKETA VALLEY ELECTRIC COOP	2,398.88	FY21 ELECTRICITY COST
496496	06/30/2021	MARTIN EQUIPMENT OF IL INC	49.38	3451-LUBRICANT SPRAY
496496	06/30/2021	MARTIN EQUIPMENT OF IL INC	24.84	3244-BUCKET LOCKS
496496	06/30/2021	MARTIN EQUIPMENT OF IL INC	107.86	3456-FILTER PM SERVICE
496496	06/30/2021	MARTIN EQUIPMENT OF IL INC	70.00	3476-O RING SEAL KIT
496501	06/30/2021	MARTIN EQUIPMENT OF IL INC	589.55	3456-ALTERNATOR
496501	06/30/2021	MARTIN EQUIPMENT OF IL INC	18.09	3472-TAIL LIGHT BULBS
496496	06/30/2021	MARTIN EQUIPMENT OF IL INC	254.16	3244-SCREWS,WASHERS,PAINT
496496	06/30/2021	MARTIN EQUIPMENT OF IL INC	84.53	3455-FILTER PM SERVICE
496496	06/30/2021	MARTIN EQUIPMENT OF IL INC	169.55	4034-FILTERS PM SERVICES
496496	06/30/2021	MARTIN EQUIPMENT OF IL INC	15.20	OIL FILTER #4409
496501	06/30/2021	MARTIN EQUIPMENT OF IL INC	151.78	3456-FITTINGS, PLATES
496501	06/30/2021	MARTIN EQUIPMENT OF IL INC	226.72	3476-A/C DRYER, VALVE
496496	06/30/2021	MARTIN EQUIPMENT OF IL INC	76.09	3244-CAC HOSE & FREIGHT
496496	06/30/2021	MARTIN EQUIPMENT OF IL INC	63.70	3250-FUEL LINE
496496	06/30/2021	MARTIN EQUIPMENT OF IL INC	64.98	3455-YELLOW SPRAY PAINT
496501	06/30/2021	MARTIN EQUIPMENT OF IL INC	358.79	3456-WATER PUMP, GASKET
496501	06/30/2021	MARTIN EQUIPMENT OF IL INC	67.91	3457-BEACON LIGHT
496496	06/30/2021	MCDONALD SUPPLY CO	379.00	
496496	06/30/2021	MCGOVERN HARDWARE	14.99	SNAPPER MOWER PARTS
496496	06/30/2021	MCGRATH AUTOMOTIVE GROUP INC	86.90	2608-FAN SHROUD
496496	06/30/2021	MCGRATH AUTOMOTIVE GROUP INC	62.99	2608-ACTUATOR
496501	06/30/2021	MCMaster-CARR	13.24	RETAIN RNG-HW PMPS-#75
496496	06/30/2021	MENARDS LUMBER CO	114.36	
496496	06/30/2021	MENARDS LUMBER CO	139.99	FAN-SHOP
496496	06/30/2021	MENARDS LUMBER CO	69.84	HOSES, DAWN SOAP
496496	06/30/2021	MENARDS LUMBER CO	13.87	LEVEL FOR SIGN CREW
496496	06/30/2021	MENARDS LUMBER CO	61.94	MAILBOX & WASP SPRAY
496496	06/30/2021	MENARDS LUMBER CO	87.52	MARSHALLPARK RR REPAIRS
496496	06/30/2021	MENARDS LUMBER CO	23.93	MOP HEAD, CLEANER, MOP HA
496496	06/30/2021	MENARDS LUMBER CO	17.96	SIDING REPAIRS-ALLISON HE
496496	06/30/2021	MENARDS LUMBER CO	149.64	SKATE PARK -PLUMB SUPPLIE
496496	06/30/2021	MENARDS LUMBER CO	33.89	SOCKETS/BITS-PLAYGRNDS
496496	06/30/2021	MENARDS LUMBER CO	16.67	WAND, GROMMETS, SEAL-EPP
496496	06/30/2021	MENARDS LUMBER CO	35.98	CHLORINE FOR FLORA
496496	06/30/2021	MENARDS LUMBER CO	45.97	DRAIN AUGERT, PLUNGER
496496	06/30/2021	MENARDS LUMBER CO	29.46	IRRIG SUPPLIES-PORT
496496	06/30/2021	MENARDS LUMBER CO	26.73	IRRIGATION PARTS FOR PORT
496496	06/30/2021	MENARDS LUMBER CO	195.29	LAUNDRY DETERGENT
496496	06/30/2021	MENARDS LUMBER CO	30.20	LUMBER-TABLE BERGFELD
496496	06/30/2021	MENARDS LUMBER CO	85.99	MENARDS
496496	06/30/2021	MENARDS LUMBER CO	26.95	MENARDS KIDS CAMP
496496	06/30/2021	MENARDS LUMBER CO	131.52	MISC SUPPLIES FOR PROGRAM
496496	06/30/2021	MENARDS LUMBER CO	19.92	PEAT MOSS
496496	06/30/2021	MENARDS LUMBER CO	35.97	PLIERS-MATTS TRUCK
496496	06/30/2021	MENARDS LUMBER CO	61.93	REPLACEMENT RATCHETS
496496	06/30/2021	MENARDS LUMBER CO	(67.99)	RETURNED TUBING
496496	06/30/2021	MENARDS LUMBER CO	16.94	TIE DOWN STRAP FOR TRAILER
496496	06/30/2021	MENARDS LUMBER CO	392.34	LOCATE PAINT
496496	06/30/2021	MENARDS LUMBER CO	38.83	PLUMBING PARTS-BUNKER
496496	06/30/2021	MENARDS LUMBER CO	26.97	STAR BITS, ORINGS-#4408
496496	06/30/2021	MENARDS LUMBER CO	10.85	WD 40, BOLTS, WASHERS

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496501	06/30/2021	MENARDS LUMBER CO	23.61	CLEANING SUPPLIES
496501	06/30/2021	MENARDS LUMBER CO	5.77	TOILET MECHANISM
496496	06/30/2021	MENARDS LUMBER CO	30.45	50:1 PREMIX
496496	06/30/2021	MENARDS LUMBER CO	32.05	HOSE PARTS
496496	06/30/2021	MENARDS LUMBER CO	59.14	MAINTENANCE SUPPLIES
496496	06/30/2021	MENARDS LUMBER CO	7.48	PADLOCK-TRFC
496496	06/30/2021	MENARDS LUMBER CO	69.80	SAND-GRIT SEPARATOR -#10
496496	06/30/2021	MENARDS LUMBER CO	26.99	SCOOP SHOVEL
496496	06/30/2021	MENARDS LUMBER CO	6.44	TRASH BAGS
496501	06/30/2021	MENARDS LUMBER CO	9.89	FILTER BAGS
496420	06/30/2021	MERCY MEDICAL CENTER	1,944.75	FY21 FRANCHISE FEES
496088	06/18/2021	MFPRSI	203,413.93	DED:0020 MFPRSI
496456	06/30/2021	MICHAEL E GABRIEL	219.13	SEVERAL RX REFILLS FO
496496	06/30/2021	MICHAELS ARTS & CRAFTS	17.49	CERTIFICATE FRAME
496496	06/30/2021	MICHAELS ARTS & CRAFTS	25.97	BRUSHES, PAINT, CANVAS
496501	06/30/2021	MICHAELS ARTS & CRAFTS	97.37	PAINT AND BRUSHES
496496	06/30/2021	MICRO ESSENTIAL LABS	62.10	QUAT TEST PAPERS
496447	06/30/2021	MIDWEST TAPE LLC	62.22	FY21 DISCOUNTED AV MA
496447	06/30/2021	MIDWEST TAPE LLC	66.73	FY21 ADULT SERVICES D
496447	06/30/2021	MIDWEST TAPE LLC	85.98	TEEN COLLECTION AUDIO
496447	06/30/2021	MIDWEST TAPE LLC	116.96	CHILDRENS AUDIO TITLE
496501	06/30/2021	MIDWEST TRANSIT K3	33.10	2648-LICENSE PLATE LIGHTS
496496	06/30/2021	MIKE FINNIN FORD LLC	158.75	1843-SELECTOR SHAFT ASSY
496496	06/30/2021	MIKE FINNIN FORD LLC	238.56	118-WHEEL CENTER CAPS
496496	06/30/2021	MIKE FINNIN FORD LLC	67.18	1822-INTERIOR A MOULDING
496496	06/30/2021	MIKE FINNIN FORD LLC	68.06	1804-A PILLAR TRIM
496496	06/30/2021	MIRACLE CAR WASH CORP	26.45	TRUCK WASH FOR #3102
496496	06/30/2021	MIRACLE CAR WASH CORP	15.89	TRUCK WASH - #3909
496501	06/30/2021	MIRACLE EXPRESS INC	10.50	CAR WASH FOR LANDFILL TRU
496496	06/30/2021	MISCELLANEOUS	169.45	3D PRINTER PARTS
496496	06/30/2021	MOBILE BEACON	1,375.00	12 MO HOT SPOT SERVICE
496496	06/30/2021	MONOPRICE INC	749.99	REPL MONITOR IT ASSISTANT
496496	06/30/2021	MOTION INDUSTRIES INC	122.84	3456-ANTI SEIZE
496496	06/30/2021	MOTION INDUSTRIES INC	(7.62)	3456-CREDIT SALES TAX
496496	06/30/2021	MOTION INDUSTRIES INC	80.66	BEARINGS FOR BOILER ROOM
496501	06/30/2021	MOTION INDUSTRIES INC	148.98	BELTS-EXHST FANS-BLD#45
496496	06/30/2021	MOTION INDUSTRIES INC	298.66	
496501	06/30/2021	MOTION INDUSTRIES INC	230.08	BEARINGS-EXH FNS-BLD#45
496496	06/30/2021	MPH INDUSTRIES INC	131.44	MPH
756	06/23/2021	MR ROOTER PLUMBING	1,198.12	CLEANING THE SEWER AT
756	06/23/2021	MR ROOTER PLUMBING	501.20	REPAIR 3RD FLOOR WOME
756	06/23/2021	MR ROOTER PLUMBING	3,421.20	SEWER CLEANING AT THE
785	06/30/2021	MR ROOTER PLUMBING	450.89	ESTIMATE 67155507 FOR
785	06/30/2021	MR ROOTER PLUMBING	2,962.55	SEWER CLEANING AT THE
496496	06/30/2021	MULGREW OIL COMPANY	34.53	0916-FUEL HOSE BREAK AWAY
496496	06/30/2021	MUNICIPAL EMERGENCY SERVICES INC	1,039.50	UNIFORM JACKETS
496496	06/30/2021	MUTUAL WHEEL COMPANY	11.76	1916-MARKER LIGHTS
496496	06/30/2021	MUTUAL WHEEL COMPANY	62.00	4915-16GA 2 WIRE
496501	06/30/2021	MUTUAL WHEEL COMPANY	44.01	3216-PLUG,GROMMETS,LIGHTS
496496	06/30/2021	MUTUAL WHEEL COMPANY	263.80	3409-COOLANT RESERVOIR
496496	06/30/2021	MUTUAL WHEEL COMPANY	24.94	1916-BAND CLAMPS
496496	06/30/2021	MUTUAL WHEEL COMPANY	1.38	SIDE REFLECTOR
496501	06/30/2021	MUTUAL WHEEL COMPANY	24.92	4001-DUMP BUCKET BUMPERS
496496	06/30/2021	NAPA AUTO PARTS & SUPPLY	13.78	118-AIR TOOL OIL
496496	06/30/2021	NAPA AUTO PARTS & SUPPLY	(152.00)	1704-CR STEER RACK CORE
496496	06/30/2021	NAPA AUTO PARTS & SUPPLY	189.65	1704-POWER STEER PSI HOSE
496496	06/30/2021	NAPA AUTO PARTS & SUPPLY	15.44	3451-CABIN AIR FILTER
496496	06/30/2021	NAPA AUTO PARTS & SUPPLY	21.15	3455-FILTER PM SERVICE
496496	06/30/2021	NAPA AUTO PARTS & SUPPLY	115.58	3455-FILTERS PM SERVICES
496496	06/30/2021	NAPA AUTO PARTS & SUPPLY	39.96	3456-COOLANT LEAK REPAIR

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496496	06/30/2021	NAPA AUTO PARTS & SUPPLY	12.40	3456-FILTERS PM SERVICES
496501	06/30/2021	NAPA AUTO PARTS & SUPPLY	141.92	JULE STORES-PM FILTERS
751	06/23/2021	NAPA AUTO PARTS & SUPPLY	6,420.25	133-(1) COATS TIRE BA
496496	06/30/2021	NAPA AUTO PARTS & SUPPLY	6.20	3455-CABIN AIR FILTER
496496	06/30/2021	NAPA AUTO PARTS & SUPPLY	(108.00)	3468-CREDIT BATTERY CORES
496496	06/30/2021	NAPA AUTO PARTS & SUPPLY	(38.06)	3476-CREDIT FUEL FILTER
496496	06/30/2021	NAPA AUTO PARTS & SUPPLY	57.72	3911-OIL FOR PM SERVICE
496496	06/30/2021	NAPA AUTO PARTS & SUPPLY	28.79	4006-AIR FILTER
496496	06/30/2021	NAPA AUTO PARTS & SUPPLY	36.56	4006-GREASE HOSES
496501	06/30/2021	NAPA AUTO PARTS & SUPPLY	61.44	3451-FILTERS PM SERVICES
496496	06/30/2021	NAPA AUTO PARTS & SUPPLY	25.74	220-WINDSHIELD CLEANER
496496	06/30/2021	NAPA AUTO PARTS & SUPPLY	96.38	3455-AIR FILTERS
496496	06/30/2021	NAPA AUTO PARTS & SUPPLY	(6.20)	3455-CR CABIN AIR FILTER
496496	06/30/2021	NAPA AUTO PARTS & SUPPLY	30.45	3456-FILTER PM SERVICE
496496	06/30/2021	NAPA AUTO PARTS & SUPPLY	5.62	3456-LITHIUM WHITE GREASE
496496	06/30/2021	NAPA AUTO PARTS & SUPPLY	682.52	3468-FOUR BATTERIES
496496	06/30/2021	NAPA AUTO PARTS & SUPPLY	38.06	3476-FUEL FILTER
496496	06/30/2021	NAPA AUTO PARTS & SUPPLY	405.00	JULE STORES-PM FILTERS
496501	06/30/2021	NAPA AUTO PARTS & SUPPLY	32.26	3455-FILTERS PM SERVICE
496501	06/30/2021	NAPA AUTO PARTS & SUPPLY	36.73	3472-FILTERS PM SERVICE
496496	06/30/2021	NAPA AUTO PARTS & SUPPLY	408.06	1704-REMAN STEERING RACK
496496	06/30/2021	NAPA AUTO PARTS & SUPPLY	43.08	1814-OIL FOR PM SERVICE
496496	06/30/2021	NAPA AUTO PARTS & SUPPLY	88.88	220-HIGH & LOW COUPLERS
496496	06/30/2021	NAPA AUTO PARTS & SUPPLY	79.18	3456-FILTERS PM SERVICE
496496	06/30/2021	NAPA AUTO PARTS & SUPPLY	39.59	3456-HYDRAULIC FILTER
496496	06/30/2021	NAPA AUTO PARTS & SUPPLY	38.06	3476-FILTER PM SERVICE
496407	06/30/2021	NATHAN J KELLEHER	1,000.00	KELLEHER CPA EXAM FEE
496501	06/30/2021	NATIONAL ACADEMY OF EMD	55.00	
496496	06/30/2021	NATIONAL FIRE PROTECTION ASSOC	216.05	GUIDE FOR FIRE & EXPLOSIO
496496	06/30/2021	NATIONAL MISSISSIPPI RIVER MUSEUM	43.12	PROMOTIONAL ITEMS
496496	06/30/2021	NETWORK SOLUTIONS LLC	10.58	GROWING SUSTAINABLE COMMU
496496	06/30/2021	NETWORK SOLUTIONS LLC	18.42	MONTHLY EMAIL CHARGE MARI
496496	06/30/2021	NETWORK SOLUTIONS LLC	139.00	SSL FOR ARCHIVE.CITYOFDUB
496496	06/30/2021	NEW PIG CORPORATION	140.01	HAZMAT ABSORBENT PADS
496206	06/23/2021	NEW WHITE FLORIST LLC	346.04	UB REFUND
496405	06/30/2021	NICHOLAS L ROSSMAN	238.56	TRAVEL REIMBURSEMENT
496496	06/30/2021	NICHOLS CONTROLS & SUPPLY	192.84	FILTERS FOR HVAC EQUIP @
496496	06/30/2021	NICHOLS CONTROLS & SUPPLY	17.24	
737	06/23/2021	NORMAN & ASSOCIATES LLC	3,990.00	HIRTZ JENNA AND MORR
496496	06/30/2021	NORTHEAST IOWA COMMUNITY COLLEGE	29.00	VIRTUAL WEBINAR 7/21 MVM
496496	06/30/2021	NORTHEAST IOWA COMMUNITY COLLEGE	325.00	
496501	06/30/2021	O'REILLY AUTOMOTIVE INC	15.98	2691-PUSH BUTTON SWITCHES
496496	06/30/2021	O'REILLY AUTOMOTIVE INC	(44.00)	2694-CREDIT BATTERY CORES
496496	06/30/2021	O'REILLY AUTOMOTIVE INC	434.94	2694-TWO BATTERIES
496501	06/30/2021	O'REILLY AUTOMOTIVE INC	4.99	3301-FUSE
496241	06/23/2021	ORIGIN DESIGN CO	218.77	UB REFUND
496496	06/30/2021	O'TOOLE OFFICE SUPPLY COMPANY	119.85	CERT HOLDERS, ENVELOPES
496496	06/30/2021	O'TOOLE OFFICE SUPPLY COMPANY	7.50	NAME PLATE ZAC ZUCCARO
496424	06/30/2021	O'TOOLE OFFICE SUPPLY COMPANY	23.50	JMEDINGER NOTARY STAM
496496	06/30/2021	O'TOOLE OFFICE SUPPLY COMPANY	15.00	NAME PLATE LRPAC WARD/BEC
772	06/23/2021	OVERDRIVE INC	7,297.24	DOWNLOADABLE AUDIO FO
772	06/23/2021	OVERDRIVE INC	9,590.40	DOWNLOADABLES DVDS
790	06/30/2021	OVERDRIVE INC	4,592.78	DOWNLOADABLE AV FY 20
790	06/30/2021	OVERDRIVE INC	6,601.37	DOWNLOADABLE BOOKS FY
772	06/23/2021	OVERDRIVE INC	5,080.16	DOWNLOADABLE BOOKS SE
790	06/30/2021	OVERDRIVE INC	35.00	DOWNLOADABLE BOOKS
496496	06/30/2021	OVERHEAD DOOR COMPANY	126.69	KEYLESS ENTRY PAD/RECEIVE
496496	06/30/2021	P&K MIDWEST	60.08	3256-SHEAVE
496496	06/30/2021	PARTNERS IN RHYME INC	39.99	MUSIC FOR VID PROD
ET210660	06/25/2021	PAYMENTUS GROUP INC	11.00	FY21 MO DLEC CC FEE PMTS



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ET210660	06/25/2021	PAYMENTUS GROUP INC	33.79	FY21 MONTHLY WRRR CC FEE
ET210679	06/30/2021	PAYMENTUS GROUP INC	1,594.29	ONLINE UTILITY BILLING E-
496496	06/30/2021	PAYPAL P-CARD PAYMENTS	215.20	HAZMAT SUITS
496496	06/30/2021	PAYPAL P-CARD PAYMENTS	250.00	PRIDE BINGO-SUMMER TEEN
496496	06/30/2021	PAYPAL P-CARD PAYMENTS	312.99	IRRIG HEAD TRIMMER ATTACH
496496	06/30/2021	PAYPAL P-CARD PAYMENTS	30.00	MONTHLY CREDIT CARD PROC
496386	06/30/2021	PEGGY S ABIDI	203.28	5/10/21 TO 6/23/21
496496	06/30/2021	PENSKE TRUCK RENTAL	258.70	TRUCK RENTAL FOR EVENT
496496	06/30/2021	PLURALSIGHT LLC	579.00	TECH COURSES MS STAFF/PAT
496496	06/30/2021	PODBEAN.COM	108.00	PODCASTING HOST FOR AS
752	06/23/2021	POLYDYNE INC	16,422.00	3 TOTES CLARIFLOC - C
752	06/23/2021	POLYDYNE INC	17,250.00	6 TOTES CLARIFLOC - C
496496	06/30/2021	POSTAL PLUS BUSINESS CENTER	447.95	INK POSTAGE MACHINE
496372	06/30/2021	QUILL CORPORATION	257.40	ULTRA FIN TIP BLUE SH
496496	06/30/2021	QUILL CORPORATION	1.18	KLEENEX-ENG OFFICE
496496	06/30/2021	R.J. THOMAS MFG CO INC.	3,318.00	FIRE RINGS, BBQ GRILLS
496426	06/30/2021	RACOM CORPORATION	26,344.00	VIDEO SERVER FOR THE
496427	06/30/2021	RANDOM HOUSE LLC	26.25	ADULT AUDIO TITLES
496496	06/30/2021	RBS SUBWAYS INC	138.67	ORIENTATION LUNCH
496496	06/30/2021	REAR VIEW SAFETY INC	140.93	4002-BACK UP CAMERA
496496	06/30/2021	REED EXHIBITIONS	75.00	ISC WEST CONF REGISTR
496496	06/30/2021	REED EXHIBITIONS	75.00	ISC WEST REGISTR.
496496	06/30/2021	REEVES COMPANY INC	68.84	REEVES
496496	06/30/2021	RENAISSANCE HOTEL	965.88	POLYGRAPH CONF LODGING
496496	06/30/2021	REPUBLIC ELECTRIC COMPANY	25.37	PLASTIC COVER-A/C CONTROL
496496	06/30/2021	RESTAURANTS	21.00	6/14 LUNCH CONSULTANT&CB
496501	06/30/2021	RESTAURANTS	32.10	PIZZAS-NEIGHBORHOOD PRG
496496	06/30/2021	RESTAURANTS	21.40	PIZZAS-NEIGHBORHOOD PROGR
496496	06/30/2021	RESTAURANTS	625.00	GIFT CARDS FOR GRADUATES
496496	06/30/2021	RESTAURANTS	320.00	GIFT CARDS FOR MFC
496496	06/30/2021	RICHARD R HOFFMANN	150.00	
496496	06/30/2021	RICHARD R HOFFMANN	43.75	TOOLS
753	06/23/2021	RIVER CITY PAVING	63,814.62	ASPHALT FOR FY21
754	06/23/2021	RIVER CITY STONE	775.87	FILL FOR WATER MAIN R
754	06/23/2021	RIVER CITY STONE	2,118.69	STONE FOR FY21
496404	06/30/2021	RIVERSIDE TECHNOLOGIES INC	10,532.04	HP PROLAIN DL 385 GE
755	06/23/2021	ROCKMOUNT RESEARCH AND ALLOYS INC	883.32	132-(1) 33# ROLL OF .
496455	06/30/2021	ROEDER OUTDOOR POWER EQUIPMENT	107.18	BLADES FOR X758 TRACT
496496	06/30/2021	ROEDER OUTDOOR POWER EQUIPMENT	26.64	2731-CLUTCH HOUSING COVER
496496	06/30/2021	ROEDER OUTDOOR POWER EQUIPMENT	123.30	3256-MOWER BELT
496455	06/30/2021	ROEDER OUTDOOR POWER EQUIPMENT	23.00	TRIMMER SUPPLIES
496496	06/30/2021	ROEDER OUTDOOR POWER EQUIPMENT	2.97	3256-LOCK NUTS
496501	06/30/2021	ROEDER OUTDOOR POWER EQUIPMENT	162.00	3256-PULLEY SPINDLES
496496	06/30/2021	ROEDER OUTDOOR POWER EQUIPMENT	742.12	4008-QUAD CAMERA MONITOR
496496	06/30/2021	ROEDER OUTDOOR POWER EQUIPMENT	93.03	BELT SUPPLIES
496496	06/30/2021	ROEDER OUTDOOR POWER EQUIPMENT	41.90	SOAP FMR-HT WTR PWR WSH
496208	06/23/2021	ROSE, JANNA L	41.93	UB REFUND
496496	06/30/2021	RUBBERSTAMPS.NET	26.09	
ET210652	06/21/2021	RXBENEFITS INC	69,032.54	FY21 RXBENEFITS
496496	06/30/2021	S & S WORLDWIDE	1,549.97	GEMSTONES, BEADS, STICKS
496496	06/30/2021	SADLER POWER TRAIN INC	20.06	
496496	06/30/2021	SADLER POWER TRAIN INC	544.01	2694-RELINED SHOES, CAMS
496496	06/30/2021	SADLER POWER TRAIN INC	90.31	3241-SLACK ADJUSTER
496496	06/30/2021	SADLER POWER TRAIN INC	52.40	3203-TAIL LIGHTS
496501	06/30/2021	SADLER POWER TRAIN INC	100.84	1906-LIGHTS
496501	06/30/2021	SADLER POWER TRAIN INC	53.32	3223-REAR STROBE LIGHT
496496	06/30/2021	SADLER POWER TRAIN INC	52.50	3245-WIRING
496496	06/30/2021	SADLER POWER TRAIN INC	294.16	3407-STARTER
496496	06/30/2021	SADLER POWER TRAIN INC	(104.86)	3411-CREDIT SPRING
496501	06/30/2021	SADLER POWER TRAIN INC	206.00	2703-HYDRAULIC MOTOR

CK NBR	CHECK DATE	VENDOR	PAYMENT AMOUNT	DESCRIPTION
496443	06/30/2021	SAFEGUARD BUSINESS SYSTEMS INC	1,900.00	TWO COLOR ADULT/ KIDS
496443	06/30/2021	SAFEGUARD BUSINESS SYSTEMS INC	2,786.00	PRINTING OF FULL COLO
496496	06/30/2021	SAMS CLUB #4973	330.78	SAMS CLUB KIDS CAMP
496496	06/30/2021	SAMS CLUB #4973	49.90	COFFEE FOR PILOT'S LOUNGE
496496	06/30/2021	SAMS CLUB #4973	558.40	FACE MASKS
757	06/23/2021	SCOTT PRINTING	187.00	500 ANIMAL CONTROL BR
496496	06/30/2021	SECRETARY OF STATE	30.00	NOTARY RENEW SVALENTINE
496448	06/30/2021	SEDONA STAFFING	780.00	TIMOTHY HITZLER WEEK
496207	06/23/2021	SENDT, ADAM J	135.76	UB REFUND
788	06/30/2021	SERVICE ONE INC	2,774.80	7 BOILER TUBES FOR LI
788	06/30/2021	SERVICE ONE INC	1,475.00	REPLACE BOILER TUBE P
788	06/30/2021	SERVICE ONE INC	2,774.80	SEVEN BOILER FIN TUBE
788	06/30/2021	SERVICE ONE INC	2,774.80	7 BOILER TUBES
496496	06/30/2021	SHEEHAN AUTO ELECTRIC CORP	283.16	2608-ALTERNATOR
496496	06/30/2021	SHERWIN WILLIAMS COMPANY	8.96	
496496	06/30/2021	SHERWIN WILLIAMS COMPANY	457.96	_ART EN ROUTE
496501	06/30/2021	SHERWIN WILLIAMS COMPANY	228.28	GRANT ITEM-ASPHALT
496496	06/30/2021	SID TOOL CO. INC	140.05	GREASE GUN FOR SHOP
ET210651	06/17/2021	SID'S	310.14	BUNKER HILL PURCHASES
ET210668	06/30/2021	SID'S	213.31	BUNKER HILL PURCHASES
ET210650	06/17/2021	SID'S	19.93	BUNKER HILL PURCHASES
496496	06/30/2021	SINDT MOTOR SALES INC	82.45	WP USD-P-CRD BY ACCIDENT
496496	06/30/2021	SINDT MOTOR SALES INC	(82.45)	CREDIT-WP USE PCRD ERROR
ET210648	06/17/2021	SISCO	230.87	SHORT TERM DISABILITY
ET210662	06/28/2021	SISCO	494.72	SHORT TERM DISABILITY
496428	06/30/2021	SPAHN & ROSE LUMBER	775.70	AIRFIELD SIGN BASES S
496496	06/30/2021	SPAHN & ROSE LUMBER	249.87	PALLETS TO MOUNT WIRE
496496	06/30/2021	SPAHN & ROSE LUMBER	8.94	WOOD LAGS TO MOUNT WIRE
496496	06/30/2021	SPEE-DEE DELIVERY	249.84	FLOWER BASKET SHIPPING
496496	06/30/2021	SPOTIFY USA	15.99	SPOTIFY-FRAUDULENT
496496	06/30/2021	SPRINKLER WAREHOUSE	(0.55)	TAX REMOVED
496496	06/30/2021	SQUARE INC	15.00	SQUARE INC.
496496	06/30/2021	SQUARE INC	32.50	SQUARE INC
496375	06/30/2021	STACY L SEYER	138.43	5/24/21 TO 6/22/21
496429	06/30/2021	STANDARD SIGNS, INC	14,340.24	AIRFIELD LIGHTING PRO
496496	06/30/2021	STAPLES ADVANTAGE	34.99	CURRENCY ENVELOPES
496496	06/30/2021	STAPLES ADVANTAGE	53.05	ENGINEERING OFFICE SUPPLI
496496	06/30/2021	STAPLES ADVANTAGE	419.88	HEADSETS
496496	06/30/2021	STAPLES ADVANTAGE	282.03	OFFICE SUPPLIES
496496	06/30/2021	STAPLES ADVANTAGE	49.99	WEBCAM
496496	06/30/2021	STAPLES ADVANTAGE	209.31	
496496	06/30/2021	STAPLES ADVANTAGE	33.96	BINDERS
496496	06/30/2021	STAPLES ADVANTAGE	60.54	CARD STOCK INDEX CARDS
496496	06/30/2021	STAPLES ADVANTAGE	9.48	DRY ERASE MARKERS
496496	06/30/2021	STAPLES ADVANTAGE	52.24	HEADPHONES FOR KAREN PINS
496496	06/30/2021	STAPLES ADVANTAGE	150.96	INK CARTRIDGES
496496	06/30/2021	STAPLES ADVANTAGE	259.98	OFFICE CHAIRS
496496	06/30/2021	STAPLES ADVANTAGE	81.99	TONER CARTRIDGE
496496	06/30/2021	STAPLES ADVANTAGE	64.50	BINDERS, FOLDERS, POST IT
496496	06/30/2021	STAPLES ADVANTAGE	57.98	COMPUTER HEADSETS
496496	06/30/2021	STAPLES ADVANTAGE	67.47	OFFICE SUPPLIES-MAINT SHO
496496	06/30/2021	STAPLES ADVANTAGE	44.27	SANITATION SUPPLIES/ENVEL
496496	06/30/2021	STAPLES ADVANTAGE	153.29	STAPLES
496496	06/30/2021	STAPLES ADVANTAGE	42.05	TRFC ENG-OFFICE SUPPLIES
496496	06/30/2021	STAPLES ADVANTAGE	28.28	ENG OFFICE SUPPLIES
496496	06/30/2021	STAPLES ADVANTAGE	37.85	ENGIN OFFICE SUPPLIES
496496	06/30/2021	STAPLES ADVANTAGE	28.99	HEADSET FOR HUNTER
496496	06/30/2021	STAPLES ADVANTAGE	67.87	INK CARTRIDGE, COLOR PAPR
496496	06/30/2021	STAPLES ADVANTAGE	296.73	STORYWALK POSTERS
496496	06/30/2021	STAPLES ADVANTAGE	116.92	TIME CARDS, SHARPIES,NOTE

CK NBR	CHECK DATE	VENDOR	PAYMENT AMOUNT	DESCRIPTION
496496	06/30/2021	STATE HISTORICAL SOCIETY OF IOWA	50.00	6/3-5/21 MONK & DAYKIN CA
496496	06/30/2021	STEEL MART	48.88	CUT METAL FOR SWEEPER
496496	06/30/2021	STEEL MART	160.00	EXPND MTL SCR-#55 AIR UNI
496496	06/30/2021	STEEL MART	59.56	REAR STEP REPAIR #3230
496496	06/30/2021	STEEL MART	196.98	STEEL
496496	06/30/2021	STEEL MART	144.20	STEEL FOR MISC PROJECTS
496496	06/30/2021	STEEL MART	135.70	
496501	06/30/2021	STEEL MART	130.12	SCRN-AIR HNDL UNIT-BLD#55
496496	06/30/2021	STETSON BUILDING PRODUCTS INC	23.76	CAULK-AIR EXCH VNT-#55
759	06/23/2021	STETSON BUILDING PRODUCTS INC	20.86	CAUSTION TAPE
759	06/23/2021	STETSON BUILDING PRODUCTS INC	150.96	SPRAYER AND ANGLE PLA
496496	06/30/2021	STETSON BUILDING PRODUCTS INC	56.20	JOINT EXPANSION
496496	06/30/2021	STETSON BUILDING PRODUCTS INC	42.78	CONCRETE PATCH MATERIALS
496496	06/30/2021	STETSON BUILDING PRODUCTS INC	80.84	NO PARK-LATH-CHAP SCHMT
496496	06/30/2021	STEVES ACE HARDWARE	4.59	3409-BRASS STRIP
496496	06/30/2021	STEVES ACE HARDWARE	44.57	CLEANING SUPPLIES FOR UV
496496	06/30/2021	STEVES ACE HARDWARE	25.99	FERTILIZER FOR FLOWERS
496496	06/30/2021	STEVES ACE HARDWARE	9.99	INSECT SPRAY
496496	06/30/2021	STEVES ACE HARDWARE	18.99	SCREWS
496496	06/30/2021	STEVES ACE HARDWARE	25.98	SUPPLIES - INTERMODAL
496496	06/30/2021	STEVES ACE HARDWARE	35.95	WET/DRY VAC FOR PAVILIONS
496496	06/30/2021	STEVES ACE HARDWARE	264.23	BATTERIES
496496	06/30/2021	STEVES ACE HARDWARE	17.99	CEMENT ANCHORS-SUTTON
496496	06/30/2021	STEVES ACE HARDWARE	16.99	FOUNTAIN PARTS-MARSHALL
496496	06/30/2021	STEVES ACE HARDWARE	6.05	HARDWARE-PLAYGROUNDS
496496	06/30/2021	STEVES ACE HARDWARE	13.78	HOSE HANGAR, PIPE CLAMP
496496	06/30/2021	STEVES ACE HARDWARE	32.75	IRRIGATION SUPPLIES
496496	06/30/2021	STEVES ACE HARDWARE	7.59	LIGHTER FOR POOLS
496496	06/30/2021	STEVES ACE HARDWARE	72.95	PLANT FOOD, BLOOM BOOSTER
496496	06/30/2021	STEVES ACE HARDWARE	8.59	SKATE PARK-DRAIN TILE
496496	06/30/2021	STEVES ACE HARDWARE	51.98	SOCKETS, BITS #4459
496496	06/30/2021	STEVES ACE HARDWARE	24.17	SPRAY FM-AIR EX VNT-#55
496501	06/30/2021	STEVES ACE HARDWARE	112.54	MISC HARDWARE-EPP
496496	06/30/2021	STEVES ACE HARDWARE	30.69	
496496	06/30/2021	STEVES ACE HARDWARE	29.98	BLOOM BOOSTER-HANGING BAS
496496	06/30/2021	STEVES ACE HARDWARE	9.59	COMBINATION LOCK
496496	06/30/2021	STEVES ACE HARDWARE	9.37	CONNECTORS, TAPE
496496	06/30/2021	STEVES ACE HARDWARE	6.55	FOUNTAIN REPAIRS-MARSHALL
496496	06/30/2021	STEVES ACE HARDWARE	20.20	HARDWARE FOR DOOR PARTS
496496	06/30/2021	STEVES ACE HARDWARE	22.98	IRRIGATION PARTS FOR PORT
496496	06/30/2021	STEVES ACE HARDWARE	6.59	MARINA REPAIRS
496496	06/30/2021	STEVES ACE HARDWARE	21.17	PLUMBING SUPPLIES-MURPHY
496496	06/30/2021	STEVES ACE HARDWARE	2.79	ROOF CEMENT
496496	06/30/2021	STEVES ACE HARDWARE	32.97	SANDING SPONGE/FUEL
496496	06/30/2021	STEVES ACE HARDWARE	3.99	SPRAY PAINT-VETS MEM
496496	06/30/2021	STEVES ACE HARDWARE	3.38	STEVE'S ACE HRDWRE
496496	06/30/2021	STEVES ACE HARDWARE	14.99	VET MEM PAINTING
496496	06/30/2021	STEVES ACE HARDWARE	6.99	CAULK FOR POOLS
496496	06/30/2021	STEVES ACE HARDWARE	17.99	CEMENT ANCHOR-SUTTON
496496	06/30/2021	STEVES ACE HARDWARE	29.16	DOCK REPAIRS
496496	06/30/2021	STEVES ACE HARDWARE	3.98	DUP KEYS-SW VAL SMPL AREA
496496	06/30/2021	STEVES ACE HARDWARE	15.16	FASTENERS FOR POOLS
496496	06/30/2021	STEVES ACE HARDWARE	(6.99)	RETURNED CAULK
496496	06/30/2021	STEVES ACE HARDWARE	(264.23)	RETURNED WRONG ITEM
496496	06/30/2021	STEVES ACE HARDWARE	25.98	SHOVELS FOR PAVING CREW
496496	06/30/2021	STEVES ACE HARDWARE	7.92	STARTER ROPE
496501	06/30/2021	STEVES ACE HARDWARE	12.20	FASTENERS
496430	06/30/2021	STRAND ASSOCIATES INC	37,100.00	CATFISH CREEK SANITAR
496380	06/30/2021	SUNNYCREST MANOR	758.13	FY21 FRANCHISE FEES
760	06/23/2021	SUPERIOR WELDING SUPPLY CO	19.50	TANK RENTAL FOR MEDIA

CK NBR	CHECK DATE	VENDOR	PAYMENT AMOUNT	DESCRIPTION
789	06/30/2021	SYN-TECH SYSTEMS INC	1,825.00	ANNUAL MAINTENANCE AG
496385	06/30/2021	TAG COMMUNICATIONS INC	1,975.28	MANAGE SOCIAL MEDIA
496385	06/30/2021	TAG COMMUNICATIONS INC	640.00	WEB MAINTENANCE FOR D
496496	06/30/2021	TANDEM TIRE & AUTO SERVICE	582.50	FRON TIRES #4435
496496	06/30/2021	TARGET STORES	455.78	FRIENDS TO GO PROJECT
496496	06/30/2021	TARGET STORES	61.98	GARDEN HOSES-POOLS
496496	06/30/2021	TARGET STORES	92.92	BATTERIES, USB DRIVE
496496	06/30/2021	TECH INSTRUMENTATION INC	236.42	THERMOMETER
496496	06/30/2021	TECHSOP FOR LIBRARIES	1,140.00	OFFICE SUITE FOR STAFF
496496	06/30/2021	TECHSOP FOR LIBRARIES	165.00	11 DONATED HOT SPOTS
496496	06/30/2021	TELEGRAPH HERALD	350.00	CIVIL ENGINEER 50%
496496	06/30/2021	TELEGRAPH HERALD	350.00	TRANSP SVCS OP SUPVSR
761	06/23/2021	TELEGRAPH HERALD	39.70	FIRE STATION EXTERNAL
761	06/23/2021	TELEGRAPH HERALD	126.68	GRASS WEED AND GARB
761	06/23/2021	TELEGRAPH HERALD	76.64	VAB AND PROBLEM PROBE
496496	06/30/2021	TELEGRAPH HERALD	350.00	TEEN SVCS LIB AIDE (FT)
496501	06/30/2021	TELEGRAPH HERALD	14.95	THONLINE MNTHLY FEE
761	06/23/2021	TELEGRAPH HERALD	85.75	ORDINANCE 13-21 DREAM
761	06/23/2021	TELEGRAPH HERALD	69.43	ORDINANCES 18-21 - 20
496496	06/30/2021	TELEGRAPH HERALD	350.00	LIB CLERK 0.333%
761	06/23/2021	TELEGRAPH HERALD	565.08	SHORT MINUTES FROM 5/
786	06/30/2021	TELEGRAPH HERALD	449.72	CLAIMS AND REVENUE PU
496496	06/30/2021	TELEGRAPH HERALD	140.57	PUB ZBA 5/27 ZAC 6/2 AGEN
496496	06/30/2021	TELEGRAPH HERALD	14.95	THONLINE MNTHLY FEE
761	06/23/2021	TELEGRAPH HERALD	42.96	BEE BRANCH RAILROAD C
761	06/23/2021	TELEGRAPH HERALD	404.42	CLAIMS AND REVENUE PU
761	06/23/2021	TELEGRAPH HERALD	123.50	ONE YEAR SUBSCRIPTION
786	06/30/2021	TELEGRAPH HERALD	72.86	PUBLIC NOTICES FOR AD
762	06/23/2021	TERMINAL SUPPLY	86.18	125MINI-ELECTRICAL SU
762	06/23/2021	TERMINAL SUPPLY	86.18	118-ELECTRICAL SUPPLY
762	06/23/2021	TERMINAL SUPPLY	86.19	132-ELECTRICAL SUPPLY
762	06/23/2021	TERMINAL SUPPLY	86.19	134-ELECTRICAL SUPPLY
762	06/23/2021	TERMINAL SUPPLY	86.18	119-ELECTRICAL SUPPLY
762	06/23/2021	TERMINAL SUPPLY	86.18	125BIG-ELECTRICAL SUP
496496	06/30/2021	THE BATTERY CENTER	309.90	BATTERIES FOR CAMERAS
496496	06/30/2021	THE LOCKSMITH EXPRESS	815.00	DOOR LOCK
496496	06/30/2021	THE LOCKSMITH EXPRESS	33.00	KEY FOB FOR ENV SAN AUTO
496496	06/30/2021	THE LOCKSMITH EXPRESS	12.00	KEYS FOR KEY BOX-MFC
496496	06/30/2021	THE LOCKSMITH EXPRESS	12.02	KEYS FOR MIRACLE LEAGUE
496496	06/30/2021	THE LOCKSMITH EXPRESS	8.00	KEYS OLD JULE GARAGE
496496	06/30/2021	THE LOCKSMITH EXPRESS	15.00	KEYS-LOCKES CHANGED
496501	06/30/2021	THE LOCKSMITH EXPRESS	7.50	KEYS-DISPLAY CASE-MCALEEC
496496	06/30/2021	THE LOCKSMITH EXPRESS	36.00	KEYS FOR MFC-KRISTEN
496496	06/30/2021	THE LOCKSMITH EXPRESS	36.00	LOCKSMITH EXPRESS
496501	06/30/2021	THE LOCKSMITH EXPRESS	14.00	PANIC BAR KEY BHGC
496373	06/30/2021	THE METRIX COMPANY	308.70	FY21 FRANCHISE FEES
496496	06/30/2021	THE POND GUY	277.97	POND CHEMICALS-EPP
496496	06/30/2021	THEISEN SUPPLY INC	7.99	50:1 GAS MIX
496496	06/30/2021	THEISEN SUPPLY INC	47.02	BUCKET AND SPRAYER
496496	06/30/2021	THEISEN SUPPLY INC	99.99	HOSE FOR MURPHY
496496	06/30/2021	THEISEN SUPPLY INC	77.88	LOCATE PAINT
496496	06/30/2021	THEISEN SUPPLY INC	97.94	OIL
496496	06/30/2021	THEISEN SUPPLY INC	82.98	RAIN GEAR
496496	06/30/2021	THEISEN SUPPLY INC	27.99	ZIP TIES-SIGNS-CHAP SCHMT
496496	06/30/2021	THEISEN SUPPLY INC	25.99	GREASE
496496	06/30/2021	THEISEN SUPPLY INC	134.98	MFLANAGAN UNIFORM AC
496496	06/30/2021	THEISEN SUPPLY INC	9.28	PAINT-MEMORIAL HELICOPTER
496496	06/30/2021	THEISEN SUPPLY INC	25.96	PIN HITCHES FOR SHOP
496496	06/30/2021	THEISEN SUPPLY INC	23.96	PRE-MIX FUEL
496496	06/30/2021	THEISEN SUPPLY INC	86.96	SMALL HAND TOOLS

CK NBR	CHECK DATE	VENDOR	PAYMENT AMOUNT	DESCRIPTION
496496	06/30/2021	THEISEN SUPPLY INC	149.98	WINTER UNIFORM SHIRTS
496501	06/30/2021	THEISEN SUPPLY INC	129.99	
496496	06/30/2021	THEISEN SUPPLY INC	154.99	
496496	06/30/2021	THEISEN SUPPLY INC	134.98	ANIMAL CONTROL UNIFORM
496496	06/30/2021	THEISEN SUPPLY INC	27.04	SIGN SUPPLIES
496496	06/30/2021	THEISEN SUPPLY INC	53.98	UNIFORM PANTS
496496	06/30/2021	THEISEN SUPPLY INC	8.88	WATER COOLER REPAIRS
496501	06/30/2021	THEISEN SUPPLY INC	79.54	SAWZALL BLADES, DROP CLOT
496496	06/30/2021	THEISEN SUPPLY INC	39.98	BOOTS FOR SPRAYING
496496	06/30/2021	THEISEN SUPPLY INC	16.99	ROPE FOR THE SEWER CREW
496496	06/30/2021	THEISEN SUPPLY INC	51.94	SAFETY ABSORBANT
496496	06/30/2021	THEISEN SUPPLY INC	6.98	SPRING FOR SHOP
496496	06/30/2021	THEISEN SUPPLY INC	33.61	SPRINGS FOR SHOP
496496	06/30/2021	THEISEN SUPPLY INC	287.60	THEISENS KIDS CAMP
496496	06/30/2021	THEISEN SUPPLY INC	21.46	WEED TRIMMER LINE
496501	06/30/2021	THEISEN SUPPLY INC	84.37	LOCATE PAINT
496496	06/30/2021	THERMO KING QUAD CITIES INC	250.79	2607-A/C COMPRESSOR,DRIER
496496	06/30/2021	THERMO KING QUAD CITIES INC	25.26	125BIG-O RINGS
496496	06/30/2021	THERMO KING QUAD CITIES INC	205.44	2607-EZ CLIP SPLICERS
496496	06/30/2021	THERMO KING QUAD CITIES INC	412.16	2681-REPAIR A/C TO COOL
496496	06/30/2021	THERMOWORKS INC	142.99	DISHWASHER THERMOMETERS
496496	06/30/2021	THOMPSON TIRE & RETREAD	508.00	BROOM WHEELS
496496	06/30/2021	THOMPSON TIRE & RETREAD	20.00	FLAT TIRE REPAIRS#1570
496496	06/30/2021	THOMPSON TIRE & RETREAD	58.00	TIRES #1570
496496	06/30/2021	THOMPSON TIRE & RETREAD	396.00	TIRES FOR EQUIPMENT
496371	06/30/2021	THOMPSON TRUCK & TRAILER INC	14.22	VEHICLE BULB
496496	06/30/2021	THOMPSON TRUCK & TRAILER INC	115.76	1919-DIMMER SWITCH
496496	06/30/2021	THOMPSON TRUCK & TRAILER INC	337.99	3415-HC INJECTOR KIT
496496	06/30/2021	THOMPSON TRUCK & TRAILER INC	117.04	FILTERS FOR CHIPPER
496501	06/30/2021	THOMPSON TRUCK & TRAILER INC	36.43	134-GASKETS
496496	06/30/2021	THOMPSON TRUCK & TRAILER INC	63.12	1843-BRAKE PADS
496496	06/30/2021	THOMPSON TRUCK & TRAILER INC	(121.30)	1907-CR A/C CONTROL MOTOR
496496	06/30/2021	THOMPSON TRUCK & TRAILER INC	379.67	2652-FRONT CAB SUPPORT
496496	06/30/2021	THOMPSON TRUCK & TRAILER INC	117.67	3405-RIGHT MIRROR MOUNT
496496	06/30/2021	THOMPSON TRUCK & TRAILER INC	52.30	3408-LOWER MIRROR BRACKET
496496	06/30/2021	THOMPSON TRUCK & TRAILER INC	71.51	2682-PRESSURE SENSOR
496496	06/30/2021	THOMPSON TRUCK & TRAILER INC	36.43	3415-GASKETS
496496	06/30/2021	THOMPSON TRUCK & TRAILER INC	63.12	1803-FRONT BRAKE PADS
496496	06/30/2021	THOMPSON TRUCK & TRAILER INC	121.30	1907-A/C DOORMOTOR CONTRL
496496	06/30/2021	THOMPSON TRUCK & TRAILER INC	(575.60)	1921-CR EIGHT BATTERIES
496496	06/30/2021	THOMPSON TRUCK & TRAILER INC	575.60	1921-EIGHT BATTERIES
496496	06/30/2021	THOMPSON TRUCK & TRAILER INC	179.24	3242-SEAT BELT
496496	06/30/2021	THOMPSON TRUCK & TRAILER INC	86.70	3409-LOW COOLANT SENSOR
496496	06/30/2021	THOMPSON TRUCK & TRAILER INC	174.81	3411-DRAG LINK
496496	06/30/2021	THOMPSON TRUCK & TRAILER INC	57.12	3415-U JOINT STRAP KITS
768	06/23/2021	THOMSON REUTERS - WEST	47.78	REMAINING EXPENSES FO
496431	06/30/2021	THREE RIVERS FS INC	1,766.75	LP FOR THE LANDFILL M
496496	06/30/2021	TOLL SERVICES	10.50	TOLLS
496496	06/30/2021	TRAFFIC SAFETY STORE	913.19	PLASTIC TRAFFIC DRUMS
763	06/23/2021	TRANS IOWA EQUIPMENT INC	6,467.30	4103-(1) HYDRAULIC RO
ET210656	06/22/2021	TREASURER STATE OF IOWA	32,280.00	UTILITY EXCISE & SALES TA
496432	06/30/2021	TREASURER, STATE OF IOWA	540.00	OUTSTANDING FINES/FEE
496496	06/30/2021	TREASURER, STATE OF IOWA	100.00	ROSS MEMBERSHIP RENEWAL
496496	06/30/2021	TREASURER, STATE OF IOWA	95.00	HAMMEL, BRYCE
496496	06/30/2021	TREASURER, STATE OF IOWA	95.00	KARAVERGOS, IOANNIS
496496	06/30/2021	TREASURER, STATE OF IOWA	665.00	RIVER WALK PROPERTIES LLC
496496	06/30/2021	TREASURER, STATE OF IOWA	95.00	DIAMOND APARTMENTS LLC
496496	06/30/2021	TREASURER, STATE OF IOWA	95.00	KITTLESON, TREVOR K & LAU
496496	06/30/2021	TREASURER, STATE OF IOWA	95.00	LINZMEIER, DAVID
496496	06/30/2021	TREASURER, STATE OF IOWA	95.00	POSEIDEN PROPERTIES LLC



CK NBR	CHECK DATE	VENDOR	PAYMENT AMOUNT	DESCRIPTION
496433	06/30/2021	TRICON CONSTRUCTION GROUP	594,020.63	UPPER BEE BRANCH CREE
496496	06/30/2021	TRI-STATE HUMAN RESOURCES ASSOC	10.00	SEMINAR FEE
777	06/30/2021	TRI-STATE PORTA POTTY INC	160.00	PORTABLE RESTROOM AT
734	06/23/2021	TRI-STATE PORTA POTTY INC	620.00	BERFELD EPP BACK ENT
734	06/23/2021	TRI-STATE PORTA POTTY INC	270.00	GOLF COURSE
496496	06/30/2021	TRUCK COUNTRY OF IOWA INC	17.51	
496496	06/30/2021	TRUCK COUNTRY OF IOWA INC	154.50	1939-AIR DRYER
496496	06/30/2021	TRUCK COUNTRY OF IOWA INC	52.98	4906-FILTER PM SERVICE
496496	06/30/2021	TRUCK COUNTRY OF IOWA INC	155.90	4915-AMBER BEACON LIGHT
496501	06/30/2021	TRUCK COUNTRY OF IOWA INC	130.59	132-SPARE DEF FILTER
496434	06/30/2021	TRUCK COUNTRY OF IOWA INC	141,426.00	TANDEM TRUCK REPLACING TR
496496	06/30/2021	TRUCK COUNTRY OF IOWA INC	49.78	125BIG-SPARE WHEEL SEAL
496496	06/30/2021	TRUCK COUNTRY OF IOWA INC	109.55	132-SPARE SLACK ADJUSTER
496496	06/30/2021	TRUCK COUNTRY OF IOWA INC	21.90	2652-PIGTAILS
496496	06/30/2021	TRUCK COUNTRY OF IOWA INC	130.59	3201-UREA FILTER KIT
496496	06/30/2021	TRUCK COUNTRY OF IOWA INC	109.55	3241-SLACK ADJUSTER
496496	06/30/2021	TRUCK COUNTRY OF IOWA INC	158.10	3412-SLACK ADJUSTERS
496501	06/30/2021	TRUCK COUNTRY OF IOWA INC	158.10	3409-SLACK ADJUSTERS
764	06/23/2021	TRUCK COUNTRY OF IOWA INC	0.00	3218-REPAIR OIL LEAK
787	06/30/2021	TRUCK COUNTRY OF IOWA INC	1,231.68	2698-STEER BRAKE DRUMS FA
496496	06/30/2021	TRUCK COUNTRY OF IOWA INC	132.75	125MINI-FREON 30LB 134A
496496	06/30/2021	TRUCK COUNTRY OF IOWA INC	96.90	2693-SCREW, SENSORS
496496	06/30/2021	TRUCK COUNTRY OF IOWA INC	955.38	4002-FAN CLUTCH
496496	06/30/2021	TRUCK COUNTRY OF IOWA INC	26.08	4002-PIN, RETAINER CLIPS
496501	06/30/2021	TRUCK COUNTRY OF IOWA INC	534.91	3241-NOX SENSOR
496496	06/30/2021	TRUCK COUNTRY OF IOWA INC	132.75	125BIG-FREON 30LB 134A
496496	06/30/2021	TRUCK COUNTRY OF IOWA INC	49.78	2691-WHEEL SEAL
496496	06/30/2021	TRUCK COUNTRY OF IOWA INC	130.59	3204-FILTER KIT
496496	06/30/2021	TRUCK COUNTRY OF IOWA INC	66.36	3242-BRAKE CHAMBER
496496	06/30/2021	TRUCK COUNTRY OF IOWA INC	87.45	3242-SLACK ADJUSTER
496496	06/30/2021	TRUCK COUNTRY OF IOWA INC	415.53	3402-A/C CONDENSER
496496	06/30/2021	TRUCK COUNTRY OF IOWA INC	13.50	3451-OUTER CAB AIR FILTER
764	06/23/2021	TRUCK COUNTRY OF IOWA INC	0.00	2698-STEER BRAKE DRUM
764	06/23/2021	TRUCK COUNTRY OF IOWA INC	0.00	TANDEM TRUCK REPLACIN
787	06/30/2021	TRUCK COUNTRY OF IOWA INC	724.26	3218-REPAIR OIL LEAK AT R
496496	06/30/2021	TRUPANION	256.67	TRUPANION, K9
496501	06/30/2021	TURPIN DODGE OF DUBUQUE LLC	32.89	2903-LEFT MIRROR GLASS
496084	06/18/2021	UNITED WAY SERVICES INC	191.00	DED:1700 UNITED WAY
496496	06/30/2021	UPS GROUND FREIGHT	84.89	SHIPPING FOR THE LAB
496496	06/30/2021	UPS GROUND FREIGHT	60.12	UPS
496496	06/30/2021	UPS GROUND FREIGHT	10.01	118-FREIGHT CHARGE
496501	06/30/2021	UPS GROUND FREIGHT	16.74	DUMP SLIPS TO SIMONS
496496	06/30/2021	UPS GROUND FREIGHT	20.04	127-FREIGHT RETURN CAMERA
496496	06/30/2021	US CELLULAR MOBILE TELEPHONE	223.14	PHONES FOR CITY STAFF
496496	06/30/2021	US COMPOSTING COUNCIL	930.00	MEMBERSHIP
496496	06/30/2021	USPS	8.25	
496496	06/30/2021	USPS	62.30	USPS
496496	06/30/2021	USPS	22.60	ZAC 6/2/21 PACKET MAILED
496496	06/30/2021	V BELT GLOBAL SUPPLY	37.21	GREASE GUN CARTRIDGE
496496	06/30/2021	VAN METER INDUSTRIAL INC	9.75	DRILL BIT #4459
496496	06/30/2021	VAN METER INDUSTRIAL INC	67.34	EMERG LIGHT BATTERY-MARIN
496496	06/30/2021	VAN METER INDUSTRIAL INC	20.13	PHOTOCELL-COMISKEY
496496	06/30/2021	VAN METER INDUSTRIAL INC	28.60	VOLTMETER
496501	06/30/2021	VAN METER INDUSTRIAL INC	294.92	FLUORESENT LAMPS -BLD#80
496496	06/30/2021	VAN METER INDUSTRIAL INC	50.18	EPP LIGHTING SUPLIES
496496	06/30/2021	VAN METER INDUSTRIAL INC	11.70	FITTINGS FOR GP-10-01 MOT
496496	06/30/2021	VAN METER INDUSTRIAL INC	69.99	FUSES/PHOTOCELS-HILL TOP
496496	06/30/2021	VAN METER INDUSTRIAL INC	40.00	RAIN SUITS
496496	06/30/2021	VAN METER INDUSTRIAL INC	89.75	
496496	06/30/2021	VAN METER INDUSTRIAL INC	93.06	1921-CORD END

CK NBR	CHECK DATE	VENDOR	PAYMENT AMOUNT	DESCRIPTION
496496	06/30/2021	VAN METER INDUSTRIAL INC	13.53	4915-CONDUIT 3/4 EMT
496496	06/30/2021	VAN METER INDUSTRIAL INC	596.16	CMPLT BAT BCK UP-#92/20
496496	06/30/2021	VAN METER INDUSTRIAL INC	8.36	DRILL BITS #4459
496496	06/30/2021	VAN METER INDUSTRIAL INC	716.68	PLC CARD 8 CHANNEL ANALOG
496496	06/30/2021	VAN METER INDUSTRIAL INC	137.60	RAIN SUITS-STAFF
496496	06/30/2021	VAN-WALL EQUIPMENT CO	52.36	TAILGATE CABLES-GATORS
496496	06/30/2021	VERIZON WIRELESS SERVICES LLC	19,172.22	PHONES/DEVICES
496496	06/30/2021	VERMEER SALES & SERVICES, INC	300.00	KNIFE ASSEMBLY
765	06/23/2021	VESSCO INC	88.06	PARTS TO REPAIR FLUOR
496496	06/30/2021	VICTOR STANLEY INC	5,204.00	TRASH/RECYCLE CONTAINERS
496210	06/23/2021	VONDERHAAR, FRANCIS J & ELAINE M	26.85	UB REFUND
496496	06/30/2021	WALGREENS COMPANY	(55.99)	RETURN THERMOMETER
496496	06/30/2021	WALGREENS COMPANY	25.98	1ST AID KITS-MLOD
496496	06/30/2021	WALGREENS COMPANY	110.98	DIGITAL THERMOMETER
496496	06/30/2021	WALMART	481.22	
496496	06/30/2021	WALMART	38.19	LOCKS, MARKERS, SPRAYPAIN
496496	06/30/2021	WALMART	135.08	PLAYGROUND SUPPLIES
496496	06/30/2021	WALMART	231.04	TARP, WATR, BINDERS, PEGS
496496	06/30/2021	WALMART	310.25	UNO, SORRY, BATTLESHIP
496496	06/30/2021	WALMART	334.84	BLEACH, OFFICE SUPPLIES
496496	06/30/2021	WALMART	43.87	BUNS, CHEESE, POPICE
496501	06/30/2021	WALMART	330.46	BASKETBALLS
496496	06/30/2021	WALMART	24.08	BINDERS, DIVIDERS
496496	06/30/2021	WALMART	223.09	GILL, CLORAX WIPES, LIGHT
496496	06/30/2021	WALMART	168.43	LEGOS, MARKERS, CRAYONS
496496	06/30/2021	WALMART	52.34	WALMART
496496	06/30/2021	WALMART	24.77	WASP SPRAY, BATTRIES, LOC
496501	06/30/2021	WALMART	368.67	MASKS, DAWN, PAINT, WIGGL
496496	06/30/2021	WALMART	34.01	BUUNS, CHEESE, DAWN
496496	06/30/2021	WALMART	34.21	FILE BOXES, PAPER CLIPS
496496	06/30/2021	WALMART	19.96	STAIN FOR POOLS
496501	06/30/2021	WALMART	46.72	
496435	06/30/2021	WASTE COMMISSION OF SCOTT COUNTY	5,734.00	COLLECTION AND PROPER
496453	06/30/2021	WEBQA INC	3,666.67	DOJ CEFS GRANT 2020-VD-BX
496496	06/30/2021	WELDON TIRE	338.05	3450-REPAIR BLOW OUT TIRE
496496	06/30/2021	WELDON TIRE	119.60	NEW MOWER TIRES
496436	06/30/2021	WELLS FARGO BANK NA	4,000.00	DE-CONVERSION FEES
766	06/23/2021	WELTER STORAGE EQUIPMENT CO INC	1,266.00	SHELVING FOR THE ELEC
496496	06/30/2021	WELTER STORAGE EQUIPMENT CO INC	115.00	KEYBOARD TRAY/BULLETIN BO
767	06/23/2021	WENZEL TOWING SERVICE	262.50	2693-TOW FROM CITY GA
767	06/23/2021	WENZEL TOWING SERVICE	50.00	1843-TOW FROM ALTA VI
496496	06/30/2021	WHELEN ENGINEERING CO	59.80	TORNADO SIREN PARTS
496496	06/30/2021	WHIRLPOOL CORPORATION	1,367.30	CITY HALL BSMNT STORAGE
496496	06/30/2021	WILD ROSE CASINO & RESORT	299.04	MCCLIMON LODGING
496496	06/30/2021	WILD ROSE CASINO & RESORT	99.68	MCCLIMON, COURT TESTIMONY
496213	06/23/2021	WINTER-FRANCOIS, HALEY J	55.82	UB REFUND
774	06/23/2021	WOODMAN ELECTRICAL CONTRACTORS	1,487.00	TECHNICAL SUPPORT VIS
496437	06/30/2021	WOODWARD COMMUNICATION INC	738.39	FY21 FRANCHISE FEES
496496	06/30/2021	WORLDPRESS	17.10	PROVERSION RESPONSE TABS
496408	06/30/2021	YARA I LOPEZ	28.00	1/25/21 TO 6/21/21
496408	06/30/2021	YARA I LOPEZ	37.38	9/8/20 TO 12/21/20
496496	06/30/2021	ZOOM VIDEO COMMUNICATIONS INC	29.98	
			<u>\$</u>	<u>3,386,609.62</u>

**City of Dubuque  
City Council Meeting**

**Consent Items # 5.**

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**ITEM TITLE:** Pre-Annexation Agreement - Sally A. Hoerner  
**SUMMARY:** City Manager recommending approval of a Pre-Annexation Agreement with Sally Hoerner for property located at 9653 Monticello Drive in Dubuque County, in conjunction with her request to connect to City water.

**RESOLUTION** Approving a Pre-Annexation Agreement between the City of Dubuque, Iowa and Sally A. Hoerner  
**SUGGESTED DISPOSITION:** Suggested Disposition: Receive and File; Adopt Resolution(s)

**ATTACHMENTS:**

**Description**

Hoerner Pre-Annexation Agreement-MVM Memo  
Staff Memo  
Resolution  
Pre-Annexation Agreement  
Covenant Pertaining to Water Service  
Vicinity Map

**Type**

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



**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Pre-Annexation Agreement - Sally A. Hoerner


**DATE:** June 29, 2021

Planning Services Manager Wally Wernimont recommends City Council approval of a Pre-Annexation Agreement with Sally Hoerner for property located at 9653 Monticello Drive in Dubuque County, in conjunction with her request to connect to City water. 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  
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 – Sally A. Hoerner  
**DATE:** June 25, 2021

### **INTRODUCTION**

This memo transmits for City Council review and approval, a pre-annexation agreement with Sally A. Hoerner, property owner, in conjunction with their request to connect to City water. This agreement and related materials are attached.

### **DISCUSSION**

The approximately .22 acre (9600 sf) subject property is located at 9653 Monticello Drive in Dubuque County, and as part of connecting to the City's water main, a pre-annexation agreement must be signed. There is no plan to annex the property at this time. In accordance with this requirement, Legal staff has prepared the attached pre-annexation agreement, with the standard ten-year transition in City's share of property taxes as an incentive.

### **RECOMMENDATION**

I recommend that the City Council approve the Sally A. Hoerner pre-annexation agreement 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  
Chris Lester, Water Department Manager  
Rose Hoerner, Utility Billing Supervisor



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

RESOLUTION NO. -21

**APPROVING A PRE-ANNEXATION AGREEMENT BETWEEN THE CITY OF  
DUBUQUE, IOWA AND SALLY A. HOERNER**

Whereas, Sally A. Hoerner, the owner of the following described property located at 9653 Monticello Drive in Dubuque County, Iowa (the Property) have submitted to the City Council of the city of Dubuque an application for voluntary annexation of the Property to the City of Dubuque:

**LOT 27 IN KERRIGAN ROAD HEIGHTS IN TABLE MOUND TOWNSHIP,  
DUBUQUE COUNTY, IOWA, ACCORDING TO THE RECORDED PLAT THEREOF**

Whereas, Sally A. Hoerner 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 Sally A. Hoerner and the City of Dubuque is hereby approved.

Passed, approved and adopted this 6<sup>th</sup> day of July 2021.

By: \_\_\_\_\_  
Roy D. Buol, Mayor

ATTEST:

By: \_\_\_\_\_  
Adrienne N. Breitfelder, City Clerk

Prepared by Maureen A. Quann, 300 Main Street, Suite 330 Dubuque, IA 52001 563-589-4381  
Return to City Clerk, 50 West 13<sup>th</sup> Street, Dubuque, IA 52001 563-589-4120

**PRE-ANNEXATION AGREEMENT  
BETWEEN  
THE CITY OF DUBUQUE, IOWA  
AND  
SALLY A. HOERNER**

This Pre-Annexation Agreement (the "Agreement"), dated for reference purposes the \_\_\_\_\_ day of \_\_\_\_\_, 2021, is made and entered into by and between the City of Dubuque, Iowa ("City") and Sally A. Hoerner ("Owner").

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

**LOT 27 IN KERRIGAN ROAD HEIGHTS IN TABLE MOUND TOWNSHIP, DUBUQUE  
COUNTY, IOWA, ACCORDING TO THE RECORDED PLAT THEREOF.**

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

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

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

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

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

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

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

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

**SECTION 2. TERM.** The term of this Agreement is from the \_\_\_\_\_ day of \_\_\_\_\_, 2021 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 13<sup>th</sup> Street  
   Dubuque, Iowa 52001

If to Owner:                    Sally A. Hoerner  
   9653 Monticello Drive  
   Dubuque, IA 52003

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

**CITY OF DUBUQUE, IOWA**

ATTEST:

By: \_\_\_\_\_  
Roy D. Buol, Mayor

By: \_\_\_\_\_  
Adrienne Breitfelder, City Clerk

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public in and for said state, personally appeared Roy D. Buol and Adrienne Breitfelder known to me to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

\_\_\_\_\_  
Notary Public in the State of Iowa

My Commission expires \_\_\_\_\_

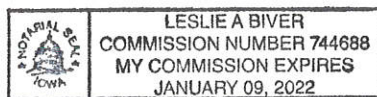
**OWNER**

By: Sally A. Hoerner  
Sally A. Hoerner

On this 16 day of June, 2021, before me, a Notary Public in and for said state personally appeared Sally A. Hoerner 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.

Leslie A Biver  
Notary Public in the State of Iowa

My Commission expires 01-09-2022



## **ATTACHMENTS**

EXHIBIT A: Legal Description and Map of Area to be Annexed

EXHIBIT B: Petition for Annexation

**LOT 27 IN KERRIGAN ROAD HEIGHTS IN TABLE MOUND TOWNSHIP, DUBUQUE COUNTY,  
IOWA, ACCORDING TO THE RECORDED PLAT THEREOF.**

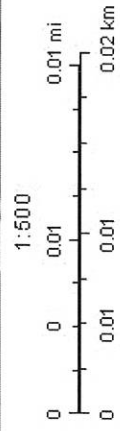


# ArcGIS Web Map



4/19/2021, 4:30:13 PM

☐ Tax Parcels



Esri, Inc., Dubuque County, Iowa

Web App Builder for ArcGIS  
© 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 \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: 563-\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: 563-\_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Notary Public

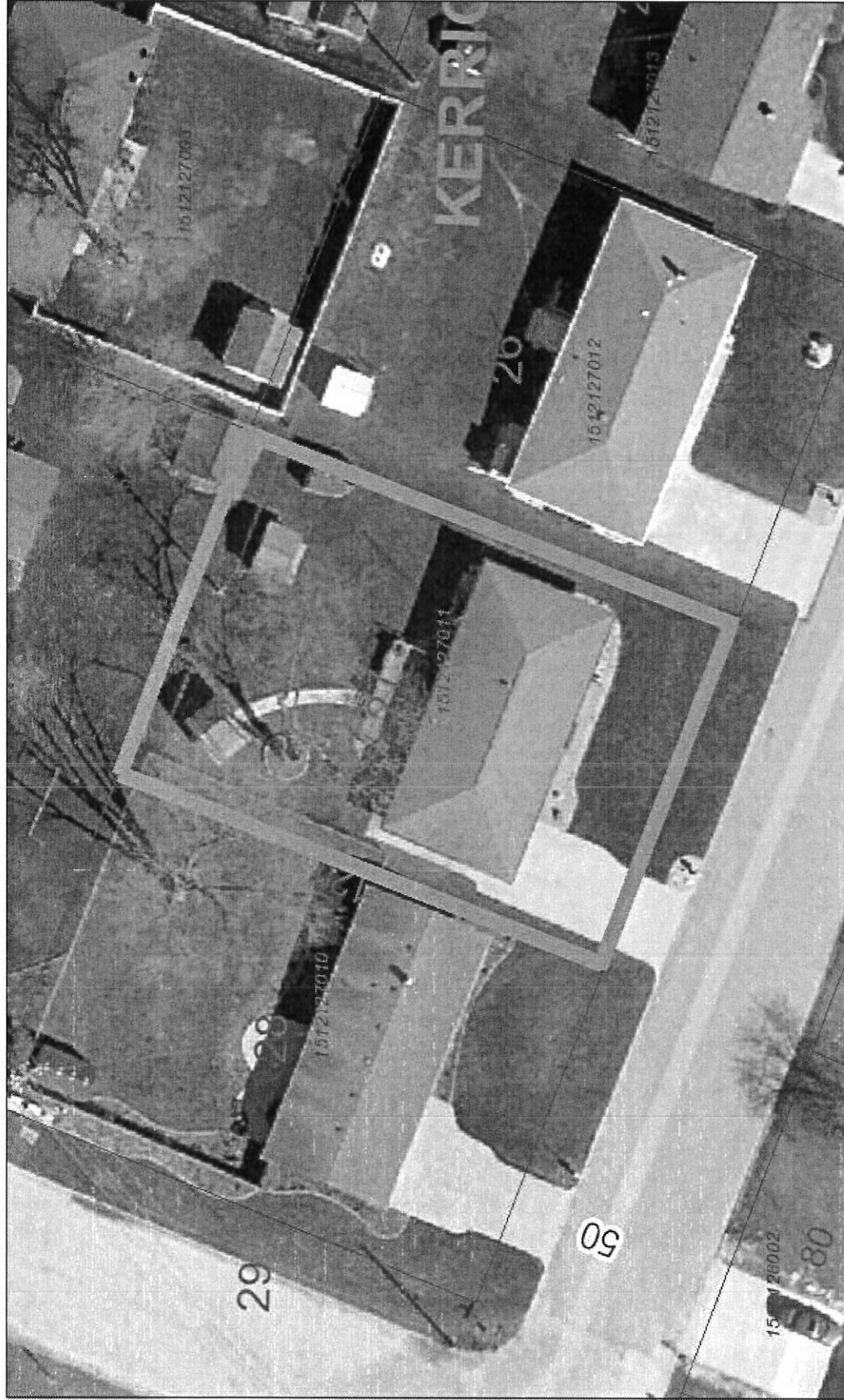
**ATTACHMENTS:**

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 27 IN KERRIGAN ROAD HEIGHTS IN TABLE MOUND TOWNSHIP, DUBUQUE COUNTY,  
IOWA, ACCORDING TO THE RECORDED PLAT THEREOF.**

# ArcGIS Web Map



4/19/2021, 4:30:13 PM

☐ Tax Parcels

1:500  
0 0.01 0.01 0.02 mi  
0 0.01 0.01 0.02 km

Esri, Inc., Dubuque County, Iowa

Web App Builder 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 City Clerk, 50 West 13<sup>th</sup> Street, Dubuque, IA 52001 563-589-4120

### **COVENANT PERTAINING TO WATER SERVICE**

THIS AGREEMENT, made and entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 2021, between the City of Dubuque, Iowa (hereinafter called "City"), and Sally A. Hoerner (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 27 IN KERRIGAN ROAD HEIGHTS IN TABLE MOUND TOWNSHIP, DUBUQUE COUNTY, IOWA, ACCORDING TO THE RECORDED PLAT THEREOF.**

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

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

NOW, THEREFORE, the parties hereto agree that:

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

service or sanitary sewer service to all or any part of the Real Estate, following annexation of the Real Estate to the City.

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

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

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

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

**CITY OF DUBUQUE, IOWA**

ATTEST:

By: \_\_\_\_\_  
Roy D. Buol, Mayor

By: \_\_\_\_\_  
Adrienne Breitfelder, City Clerk

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public in and for said state, personally appeared Roy D. Buol and Adrienne Breitfelder known to me to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

\_\_\_\_\_  
Notary Public in the State of Iowa

My Commission expires \_\_\_\_\_

**OWNER**

By: Sally A. Hoerner  
Sally A. Hoerner

On this 16 day of June, 2021, before me, a Notary Public in and for said state personally appeared Sally A. Hoerner 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.



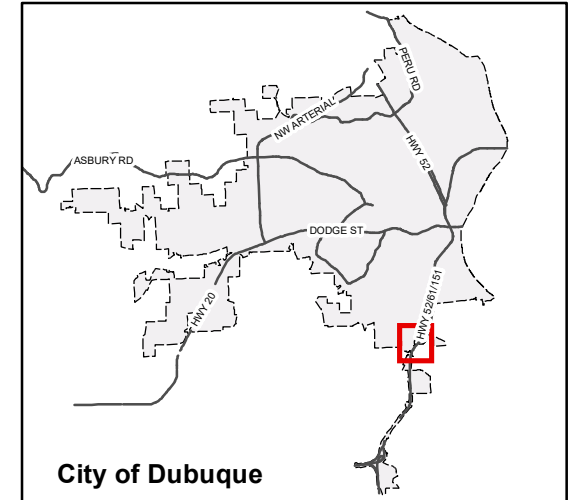
Leslie A Biver

Notary Public in the State of Iowa

My Commission expires 01-09-2022



## Vicinity Map





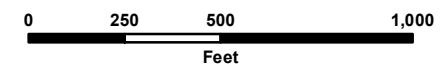
Applicant: Sally Hoerner

Location: 9653 Monticello Dr

PIN: 1512127011

Proposal: Pre-annexation

 Subject Property  
 City limits





**City of Dubuque  
City Council Meeting**

**Consent Items # 6.**

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**ITEM TITLE:** First Amendment to Grant Agreement Between the City of Dubuque and 84 Main, LLC for the Creation of Rental Units at 84 Main Street

**SUMMARY:** City Manager recommending approval of the First Amendment to Grant Agreement between the City of Dubuque and 84 Main, LLC for its creation of rental units at 84 Main Street.

**RESOLUTION** Approving the First Amendment to Grant Agreement between the City of Dubuque, Iowa and 84 Main, LLC

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

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
First Amendment to Grant Agreement with 84 Main-MVM Memo	City Manager Memo
Staff Memo	Staff Memo
Resolution	Resolutions
First Amendment	Supporting Documentation



**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 84 Main, LLC for the Creation of Rental Units at 84 Main Street

**DATE:** June 21, 2021

Economic Development Director Jill Connors recommends City Council approval of the First Amendment to Grant Agreement between the City of Dubuque and 84 Main, LLC for its creation of rental units at 84 Main Street. The amendment changes the completion date to October 1, 2021.

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  
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 84 Main, LLC for the Creation of Rental Units at 84 Main Street

**DATE:** June 18, 2021

## **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 84 Main, LLC for its creation of rental units at 84 Main Street.

## **BACKGROUND**

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

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

On December 2, 2019 the Dubuque City Council awarded to 84 Main, LLC a grant in the amount of \$40,000 for the creation of four new rental units at 84 Main Street. The original agreement required the minimum improvements to the property be completed by December 31, 2020.

## **DISCUSSION**

The creation of four new rental units at 84 Main Street is well underway. 84 Main, LLC is working closely with Starka Johnson Architects as well as City Staff across numerous

departments to ensure these quality rental units are finished as soon as possible. Unfortunately, supply and labor shortages due to the ongoing pandemic have pushed the project behind schedule. 84 Main, LLC has requested an amended completion date of October 1, 2021. This will allow time for the project to be completed and properly inspected.

**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 and 84 Main, LLC

Prepared by: Jill Connors, Economic Development, 50 W. 13<sup>th</sup> Street, Dubuque IA 52001, 563 589-4393  
Return to: Jill Connors, Economic Development, 50 W. 13<sup>th</sup> Street, Dubuque IA 52001, 563 589-4393

**RESOLUTION NO. \_\_\_\_-21**

**APPROVING THE FIRST AMENDMENT TO GRANT AGREEMENT BETWEEN THE CITY OF DUBUQUE, IOWA AND 84 MAIN, LLC**

WHEREAS, the City of Dubuque (City) and 84 Main, LLC (Grant Recipient) previously entered into a Grant Agreement dated December 2, 2019 for the creation of four new rental units at 84 Main 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 84 Main, 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 6<sup>th</sup> day of July, 2021.

---

Roy D. Buol, Mayor

Attest:

---

Adrienne N. Breitfelder, City Clerk

**FIRST AMENDMENT  
TO  
GRANT AGREEMENT  
BETWEEN  
THE CITY OF DUBUQUE, IOWA  
AND  
84 MAIN, LLC**

This First Amendment to Grant Agreement, dated for reference purposes the \_\_\_\_ day of \_\_\_\_\_, 2021, 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 84 Main, LLC (Grant Recipient), also referred to as Cutting Edge Development Inc.

Whereas, City and Grant Recipient previously entered into a Grant Agreement dated December 2, 2019 (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 1.2 of the Grant Agreement is hereby amended to read as follows:

1.2 Completion of Minimum Improvements. Grant Recipient shall complete construction of the Minimum Improvements by October 1, 2021. City shall determine in its sole discretion (following an inspection by City's Building Services Department and/or Housing & Community Development Department, and/or Planning Department) when the Minimum Improvements have been completed. In order to be considered completed, the Minimum Improvements must be constructed in accordance with the terms of this Agreement, in compliance with the regulations of the Downtown Rehabilitation Grant Program, and in substantial conformity with Grant Recipient's application to that Program and the Design Letter attached hereto.

2. Section 2.1 of the Grant Agreement is hereby amended to read as follows:

2.1. Operation of Development Property; Housing Vouchers. For and in consideration of the Grant offered under this Agreement, during the operation of the Development Property as a rental residential property, Grant Recipient 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. Grant Recipient


shall not deny any tenant a lease based on a public assistance source of income. A public assistance source of income means income and support derived from any tax supported federal, state or local funds, including, but not limited to, social security, supplemental security income, temporary assistance for needy families, family investment program, general relief, food stamps, and unemployment compensation, housing choice voucher subsidies and similar rent subsidy programs. This Section 4.2 shall survive the termination of this Agreement. If Grant Recipient, or Grant Recipient's successors or assigns violates the requirements of this Section 2.1 as determined by the City Manager in the City Manager's sole discretion after the termination of this Agreement, Grant Recipient or Grant Recipient's successors or assigns shall not be eligible for any City financial assistance programs.

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

**CITY OF DUBUQUE, IOWA**

**84 MAIN, LLC**

By: \_\_\_\_\_  
Roy D. Buol, Mayor

By: \_\_\_\_\_  
Brian Lammers,  
Managing Member



**City of Dubuque  
City Council Meeting**

**Consent Items # 7.**

---

**ITEM TITLE:** Childcare Grant Opportunity Through Care Constellation Open Call  
**SUMMARY:** City Manager recommending support of a grant application to the Care Constellation on the issue of childcare submitted on behalf of a local childcare coalition.  
**SUGGESTED DISPOSITION:** Suggested Disposition: Receive and File; Approve

**ATTACHMENTS:**

**Description**

Childcare Grant Opportunity-MVM Memo  
Staff Memo  
Online Submission  
Grant Narrative

**Type**

City Manager Memo  
Staff Memo  
Supporting Documentation  
Supporting Documentation



**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Childcare Grant Opportunity Through Care Constellation Open Call

**DATE:** June 23, 2021

Economic Development Director Jill Connors is transmitting information on an open call for grant applications by the Care Constellation on the issue of childcare and a Vision/Idea submitted on behalf of a local childcare coalition.

For several years, a local coalition of stakeholders has been meeting and strategizing on how to provide access to more quality, affordable childcare in Dubuque. This coalition includes City staff, Childcare Resource & Referral, Community Foundation of Greater Dubuque, Dubuque County Early Childhood, Greater Dubuque Development Corp., and Northeast Iowa Community College. The Iowa Women's Foundation has also served in a convening and legislative advocacy capacity.

The coalition was recently made aware of a grant opportunity provided by Care Constellation. This grant would provide \$50,000 - \$100,000 in grant funding and access to thought partnership and support from other Care Constellation grantees, advisors we select, Robert Wood Johnson Foundation Program Officers, and designers at IDEO.org. The basic tenet of the grant is to reimagine the childcare system from the ground up.

The local coalition is responding to the open call with a proposal to study and develop a solution to the transportation barrier as it relates to quality childcare/early education for children and as a barrier to quality employment for parents.\\

As a member of the coalition Economic Development Director Jill Connors is recommending City support of the grant application.

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  
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:** Childcare Grant Opportunity through Care Constellation Open Call

**DATE:** June 21, 2021

## **INTRODUCTION**

This memorandum provides information on an open call for grant applications by the Care Constellation on the issue of childcare and a Vision/Idea submitted on behalf of a local childcare coalition and requests City support of the grant application.

## **BACKGROUND**

For several years, a local coalition of stakeholders has been meeting and strategizing on how to provide access to more quality, affordable childcare in Dubuque. This coalition includes City Economic Development staff, Childcare Resource & Referral, Community Foundation of Greater Dubuque, Dubuque County Early Childhood, Greater Dubuque Development Corp., and Northeast Iowa Community College. The Iowa Women's Foundation has also served in a convening and legislative advocacy capacity.

## **DISCUSSION**

Our coalition was recently made aware of a grant opportunity provided by Care Constellation. This grant would provide \$50,000 - \$100,000 in grant funding and access to thought partnership and support from other Care Constellation grantees, advisors we select, Robert Wood Johnson Foundation Program Officers, and designers at IDEO.org. The basic tenet of the grant is to reimagine the childcare system from the ground up.

*IDEO.org and the Robert Wood Johnson Foundation have joined together to form the Care Constellation. Over the next year they will support a small-but-mighty set of collaborators to develop, advance, and amplify alternative visions for our childcare system. This Open Call is an invitation — to individuals, teams, organizations, companies,*

*cooperatives, communities, governments and more across the United States—to develop visions of a childcare system in the United States that are anchored in amplifying what is working for families, childcare providers, and children.*

*They encourage applicants to look beyond the challenges and constraints of today's childcare system and dream up what should be. To come up with a picture of what universal childcare in the United States would look like if we cared for every child, family, and childcare provider in the way they deserve—and then to share how a one-time grant will help play a role in developing, advancing, and amplifying our vision.*

Our local coalition is responding to the open call with a proposal to study and develop a solution to the transportation barrier as it relates to quality childcare/early education for children and as a barrier to quality employment for parents.

A copy of our online submission and the grant narrative are attached.

Expected timeline in the process is submission of Vision/Idea by June 21, 2021; evaluation of ideas by the Care Constellation team beginning June 23<sup>rd</sup>, Invitational begins July 12<sup>th</sup> (preliminary conversations between Care Constellation team and interesting proposals); Final Evaluation by August 7<sup>th</sup>, and winning Visions/Ideas to be announced August 28<sup>th</sup>.

## **RECOMMENDATION/ ACTION STEP**

I respectfully request Mayor and City Council support of this grant application. We look forward to reporting back in the near future on the results of this application.

CC: Abigail Degenhardt – Executive Director, [Dubuque County Early Childhood](#)  
Paul Duster – Director of Community Initiatives, [Community Foundation of Greater Dubuque](#)  
David Lyons – Director of Sustainable Innovation, [Greater Dubuque Development Corp.](#)  
Tara Roddick – Childcare Consultant Supervisor, [Child Care Resource & Referral Northeast Iowa](#)  
Erin Powers-Daley – Director of Recruitment, [Northeast Iowa Community College](#)

THE CARE CONSTELLATION OPEN CALL

Let's re-imagine a childcare system that sustains and provides for all and offer up visions and ideas to make that reality come true.

---

# Poverty Reduction and Better Childcare/Education through Flexible, Equitable Transportation

FOLLOW IDEA



BY JILL CONNORS

ECONOMIC DEVELOPMENT DIRECTOR

CITY OF DUBUQUE

SUBMISSION DATE

June 18, 2021

---



## OVERVIEW

### QUESTIONS

#### **Hello! Welcome to the Open Call. Who are you? And if you have a team, who's on it?**

Hi! Jill Connors here. I'm the Economic Development Director for the City of Dubuque, IOWA. Our coalition of partners includes:

- Jill Connors – Economic Development Director, [City of Dubuque](#)
- Abigail Degenhardt – Executive Director, [Dubuque County Early Childhood](#)
- Paul Duster – Director of Community Initiatives, [Community Foundation of Greater Dubuque](#)
- David Lyons – Director of Sustainable Innovation, [Greater Dubuque Development Corp.](#)
- Tara Roddick – Child Care Consultant Supervisor, [Child Care Resource & Referral of Northeast Iowa](#)
- Erin Powers-Daley – Director of Recruitment, [Northeast Iowa Community College](#)

#### **What role(s) do you (as an individual or team) play in the childcare system?**

- advocate
- organizer
- service provider
- policymaker
- other

#### **If you selected 'Other', can you tell us more about how you see your role?**

We also represent the community college which has begun to address the barrier of childcare for their students, allowing parents an equal opportunity to upskill.

#### **It's 2030—and every child, family, and care provider has something that works for them. What is your Vision of this future?**

Every parent is able to get their child(ren) to quality childcare, regardless of their income, residential location, work location, or childcare center location. Providers are able to serve children with their own resources, and when ready, the children can be transported to other educational opportunities (preschool, activities).

**Whose experiences inspire your Vision?**

Our partners at Childcare Resource & Referral work every day with parents who cannot find childcare to fit their families' needs. Much of it stems from a lack of transportation options. These parents will be better able to provide for their families if they can hold down good-paying job, which can only happen if their child is in quality care.

**How does your Vision center children and families experiencing structural discrimination?**

The transportation issue particularly discriminates against our low-income and racial minority residents (who live in a much higher rate of poverty in Dubuque). It is these very families who need the networks and support of the community in order to help their children succeed at the same level as our wealthier, more socially-networked residents.

**Which of these common childcare system goals and/or pain points does your Vision address forever for everyone?**

- Care availability at days, times, and locations that work for families and care providers
- Other (we'll ask you to tell us more elsewhere!)

**If you selected 'Other', can you tell us more about which other pain points your Vision addresses?**

We will address access to care through a flexible transportation model.

**What is your Idea? In other words, if you are selected as a winner, what do you want to do over the next year with up to \$100k in funding to bring your Vision for universal childcare closer to being real in the United States?**

Activities will include (1) a comprehensive feasibility study on the impact of transit/transportation on childcare availability in the Dubuque region; (2) a community-wide industry forum on public/private collaboration opportunities on childcare transportation; and (3) a public/private demonstration project on innovative transit/transportation capacity for children at risk of not receiving quality childcare (low-income families, single-parent families, new-to-workforce families and children from families with no active/authorized drivers.) Phases (1) and (2) will be completed within the year and phase (3) will be in implementation stage by year end. The demonstration project will test financial, human and physical infrastructure needs for a "best-interests-of-the-child" centered transportation/transit system.

**What mode are you (or you and your team) in with this Idea?**

- I'm (or we are) researching and developing

## Where is your idea on a continuum of dreaming, researching, building, strengthening, amplifying?

We've begun developing a list of other potential partners - some that are already in the transportation space. Some that are providers/schools. Some that are employers looking for a reliable workforce. We plan to start convening these stakeholders to flesh out what's possible.

## How will you center children and families moving forward?


The leading question in all of this is "what's best for the child". We know that whatever solution is developed has to work for the children and families - not JUST providers and employers. We have to "start at the beginning" - which is the child.

## What are some of the strengths, assets, and conditions you're counting on to be successful with this idea? What barriers have you encountered or do you anticipate? How have you or will you overcome them?

On the plus side, we've been working as a coalition on the general issue of childcare for several years already - so we know how to work together. We have already had success at the state and local levels of government where childcare has now been prioritized and policies have been put in place to address the cost of childcare. We represent a wide spectrum of stakeholders, and our community has a great track record when it comes to public/private partnerships and resident engagement. We have also been successful at developing a pilot program that provides free childcare to parents who attend the community college, incentivizing them to upskill for higher-wage jobs.

We have already begun to discuss the barrier of a sustainable business model for our vision of flexible transportation. We believe that if this were easy, someone would have already implemented a working model that equitably serves everyone in their community - not just those who can afford multiple transportation options through their financial and social capital. We're hoping to lead the way on tackling this issue!

## Anything else to share? Screenshots, videos, audio - upload away!

	<u>Name</u>	<u>Creation Time</u>
	<u>Grant narrative - Dubuque IOWA.docx</u>	Jun 18

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 JUNE 18, 2021

 5 VIEWS  0 LIKES  0 FOLLOWERS

< [THE CARE CONSTELLATION OPEN CALL](#)

## The Care Constellation Open Call – Grant Narrative – Dubuque, IOWA

Hello, and thank you for the opportunity to apply for the Care Constellation grant to find innovative ways to rethink our childcare system. We are a coalition of public, private, and non-profit organizations that has been coordinating for several years to find new approaches to supporting families, childcare providers, and employers in our community through pilot programs that address childcare issues. We are now looking to find a more sustainable solution. Our focus will be transportation.

Recognizing that transportation can be a barrier to parents being fully employed and to children getting high-quality childcare, our coalition of partners is proposing to solve for the issue of transportation to and from home/childcare centers/early education facilities.

Dubuque, Iowa, is a community of about 60,000 residents. We are located along the Mississippi River at the intersection of Iowa, Wisconsin, and Illinois. Like many river towns, we have a large manufacturing base. Our economy has diversified over the decades, but many of the higher-wage jobs that are available to residents of a variety of educational levels remain in the industrial sector.

In the 1980s, Dubuque began to develop an industrial park on the west end of town and technology park on the south end. These areas now boast over 55 employers and over 6,000 jobs, providing [livable wages](#) for two working adults with children.

The challenge for our residents is that many of our low-income residents live on the far east end of town. This area includes a greater number of households per capita without a personal vehicle. We have a public transit system, but the routes do not extend to the west end in a timely fashion. Nor does public transit provide parents the flexibility to transport their children to childcare or early education centers and then immediately proceed to their work locations. This keeps our low-income residents from moving up the economic ladder.

Regardless of income level or residential location in town, we hear from all stakeholders that transportation is a universal issue: we hear this from schools, parents, employers, providers, early childhood educators, preschools, etc. A lack of flexible transportation options can keep parents from accepting desirable jobs and prevents children from accessing a variety of educational offerings.

One illustration of how transportation is negatively affecting parents and children is that despite currently having 400 openings across our childcare system, parents call our Childcare Resource & Referral office saying they cannot find quality childcare. The reason for this is that the available openings are not in a location (in relation to their residence) where the parent can drop off/pick up their child(ren) in a way that would allow them to get to work on time and stay their entire shift.

In addition to the issue of transportation getting in the way of parents holding a steady, good-paying job, it also prevents children from accessing a quality early childhood experience. If parents need to choose childcare solely based on proximity to their residence, they may not have the luxury of placing their child in a registered/certified home or center that has openings and is across town.

Once the child is in a childcare facility, transportation can impede the child's ability to attend preschool. (Our local public schools do not provide wrap around care, so children must be transported between school programming and childcare.) This is a barrier to a quality education for the children, creating a situation where the children may not be fully prepared to be successful in kindergarten – which, as we know, is a predictor for future academic success.

Dubuque is committed to being an equitable community of choice. To achieve our equity goal, we need to ensure all our children have access to quality, affordable childcare and other learning opportunities. We know that the first 2,000 days of life are critical for setting up our children to succeed in the future.

We have more questions than answers at this point in our discussion on how to solve this issue in our community: Is there a way for our public transit system to be part of the answer for this issue? Could a for-profit entity afford to take this on? Would a non-profit organization be needed? Would parents entrust their children to other adults to drive them to childcare/early childhood centers? How would the eventual solution be affordable to parents?

As a coalition of partners that has already spent several years working with the National League of Cities and other consultants to create a community-wide approach to solving for quality, affordable childcare for all, we look forward to extending our work to solving this transportation piece of the puzzle.

We look forward to moving this work forward with the assistance of the Care Constellation grant.

Sincerely,

*Jill Connors* – Economic Development Director, [City of Dubuque](#)

*Abigail Degenhardt* – Executive Director, [Dubuque County Early Childhood](#)

*Paul Duster* – Director of Community Initiatives, [Community Foundation of Greater Dubuque](#)

*David Lyons* – Director of Sustainable Innovation, [Greater Dubuque Development Corp.](#)

*Tara Roddick* – Child Care Consultant Supervisor, [Child Care Resource & Referral of Northeast Iowa](#)

*Erin Powers-Daley* – Director of Recruitment, [Northeast Iowa Community College](#)

**City of Dubuque  
City Council Meeting**

**Consent Items # 8.**

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<b>ITEM TITLE:</b>	Support for Dubuque Initiatives Rehabilitation Project at 1739-1763 Central Avenue	
<b>SUMMARY:</b>	City Manager recommending support for the Dubuque Initiatives grant application to the Iowa Finance Authority for the use of National Housing Trust Fund grant dollars to complete a rehabilitation project at 1739-1763 Central Avenue by Chris Richard.	
<b>SUGGESTED DISPOSITION:</b>	Suggested Disposition: Receive and File; Approve	
<b><u>ATTACHMENTS:</u></b>		
<b>Description</b>	<b>Type</b>	
Support for 1739-1763 Central Avenue Project-MVM Memo	City Manager Memo	
Staff Memo	Staff Memo	
Letter of Support	Supporting Documentation	





**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Support for Dubuque Initiatives Rehabilitation Project at 1739-1763 Central Avenue

**DATE:** June 29, 2021

Economic Development Director Jill Connors is transmitting information on a Dubuque Initiatives grant application to the Iowa Finance Authority for the use of National Housing Trust Fund grant dollars to complete a rehabilitation project at 1739-1763 Central Avenue by Chris Richard. The project will bring 7 (4 - 2 bedroom and 3 – 3 bedroom) new quality, affordable units into the market aimed at rehousing people and families most in need. Jill Connors recommends City Council support of the grant application.

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  
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:** Support for Dubuque Initiatives Rehabilitation Project at 1739-1763  
Central Avenue

**DATE:** June 28, 2021

## **INTRODUCTION**

This memorandum provides information on a Dubuque Initiatives grant application to the Iowa Finance Authority for the use of National Housing Trust Fund grant dollars to complete a rehabilitation project at 1739-1763 Central Avenue.

## **BACKGROUND**

Dubuque Initiatives (DI) is a local economic development non-profit focusing on downtown development projects. Dubuque Initiatives, Inc. is a sustainable, non-profit organization, working as a community partner and catalyst, to undertake challenging projects involving job creation and/or community revitalization that supports a viable, livable and equitable community. Dubuque Initiatives takes on projects that otherwise would not be feasible.

## **DISCUSSION**

In an effort to revitalize areas of the Central Avenue Corridor, the DI board is partnering with Chris Richard by financing certain of the developer's Central Avenue projects. One of these projects is the redevelopment of 1739-1763 Central Avenue. The main objective of this project is to bring 7 (4-2 bedroom, 3 – 3 bedroom) new quality, affordable units into the market – aimed at rehousing people and families most in need. This project will also keep the historic integrity of the exterior by replacing the upper floor windows to match the original openings and style of the time period it was built. The high ceilings at the 1739 location will give the finished product a very distinctive look. The 1700 block of Central is planned to undergo a dramatic revitalization over the next couple years. This

project will be the kickstart of the block and will silence the stigma of gentrification that sometimes comes with a large-scale rehab of a block.

The developer has been working closely with Community Solutions of Eastern Iowa (CSEI) and the Eastern Iowa Regional Housing Authority (EIRHA) and the City of Dubuque Housing & Community Development Department to determine need for the project. CSEI manages the Emergency Shelter Grant Program and the Special Needs Assistance Program in Dubuque, Dubuque County and Delaware County. Their waiting list data is as follows: Referral Access List (Dubuque County only): 40 households waiting for assistance (not considered homeless but are eligible for some type of assistance); Homeless prevention list (Dubuque & Delaware Counties): 29 households waiting for assistance (about to be homeless); Homeless Coordinated Entry list (Dubuque & Delaware Counties): 19 households waiting for assistance (considered homeless). In total CSEI has 88 households that are at the target income level for the National Housing Trust Fund program of 30% or below the County Median Income.

Additionally, EIRHA manages the Section 8 Housing Voucher program for Dubuque County. They have 223 applicants on the waiting list from the City of Dubuque for Section 8 housing. They have an additional 69 people on the waiting list from Dubuque County outside the Dubuque City limits. Participants for the Section 8 Voucher program must be at or below 50% of the County Median Income.

This project meets two of the City Council's 2020-2022 Top Priorities – 1) Affordable Housing Creation and 2) implementation of the Equitable Poverty Prevention Plan.

The application requests letters of support for the project from multiple local organizations. City staff have provided the attached letter.

#### **RECOMMENDATION/ ACTION STEP**

I respectfully request Mayor and City Council support of this grant application. We look forward to reporting back in the near future on the results of this application.



City Manager's Office  
City Hall  
50 West 13th Street  
Dubuque, IA 52001-4845  
Office (563) 589-4110  
Fax (563) 589-4149  
TTY (563) 690-6678  
ctymgr@cityofdubuque.org  
www.cityofdubuque.org

June 28, 2021

To Whom it may concern,

The City of Dubuque supports the Dubuque Initiatives project at 1739-1763 Central Avenue in Dubuque.

City Council's 2020-2022 Top Priorities include City actions in support of Affordable Housing Creation and the implementation of the recently adopted Equitable Poverty Prevention Plan. The 1739-1763 Central Avenue project meets these objectives.

The project is located along the Central Avenue Corridor, which is in the Washington Neighborhood, where many of our low-income residents live. Having additional affordable housing stock in this area of town meets a housing need in an area where ownership per capita of a personal vehicle is lower than the rest of the community. The property is less than two blocks from three bus stops.

The City Council has also identified the Central Avenue Corridor as a priority area for redevelopment and economic support. The buildings along the corridor have experienced decades of disinvestment and are ripe for redevelopment. In 2018-2019, the City had prepared a Streetscape Master Plan for the area. The improvement of the exterior of these buildings promotes the aesthetics identified as important in that plan.

The City of Dubuque has several grant programs that are designed to assist this sort of project for the planning, design, and mixed-use rehabilitation of the buildings. The project would be eligible for up to \$130,000 for these purposes. In the anticipation of a quality rehabilitation of these buildings by Dubuque Initiatives and developer Chris Richard, City staff will recommend the award of these grants.

The project is also located in an Urban Revitalization Area, making it eligible for tax increment abatement for 10 years.

The City is pleased to lend its support to this important project.

Sincerely,

Michael C. Van Milligen  
City Manager

MCVM:jc

**City of Dubuque  
City Council Meeting**

**Consent Items # 9.**

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**ITEM TITLE:** Intent to Apply to City of Dubuque AmeriCorps Program: Partners in Learning

**SUMMARY:** City Manager recommending City Council approval to apply for City of Dubuque AmeriCorps Program: Partners in Learning grant in the amount of \$203,760.

**RESOLUTION** Authorizing the Mayor to execute an application for the City of Dubuque Americorps Program: Partners in Learning and authorizing the Leisure Services Manager and the City Manager to approve the application

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

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
AmeriCorps Partners in Learning Grant-MVM Memo	City Manager Memo
Staff memo	Staff Memo
Resolution	Resolutions
Grant Application	Supporting Documentation
Grant Budget	Supporting Documentation
Grant Budget Narrative	Supporting Documentation



**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Intent to Apply to City of Dubuque AmeriCorps Program: Partners in Learning

**DATE:** July 1, 2021

Leisure Services Manager Marie Ware recommends City Council approval to apply for City of Dubuque AmeriCorps Program: Partners in Learning grant in the amount of \$203,760.

AmeriCorps Partners in Learning Program has been extremely successful in its 20 years of operation, thirteen of which have been under the leadership of the City of Dubuque. The program's success is apparent in the over 800 AmeriCorps Alumni giving over 450,000 hours of service in our community. These members and alumni have performed invaluable service. The program has been awarded three-year grants since near its inception. The grant is currently in its 7th year, and this grant will fund year 8.

The grant focuses on ensuring students read at grade level by 3rd grade and targeting students with literacy needs. The program has been awarded three-year grants since near its inception. The grant is currently in its 7th year, and this grant will fund year 8. The grant was submitted to the Iowa Commission on Volunteer Service and to the Corporation for National and Community Service and has been approved for federal funding.

The AmeriCorps Partners in Learning program proposes to have 49 AmeriCorps members who will tutor K-3rd grade struggling readers one on one or in small groups in the Dubuque Community School District's elementary schools and summer programs. At the end of the first program year, the AmeriCorps members will be responsible for increasing the reading scores of 400 students with literacy needs. In addition, the AmeriCorps members will leverage an additional 100 volunteers who will be engaged in Dubuque community days of service. The program will focus on the Corporation for National and Community Service focus area of Education. The Corporation for National and Community Service investment of \$203,760 will be matched with \$209,169, \$193,419 in public funding and \$15,750 in private funding.

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  
Cori Burbach, Assistant City Manager  
Marie Ware, Leisure Services Manager

**TO:** Michael C. Van Milligen, City Manager  
**FROM:** Marie Ware, Leisure Services Manager  
**SUBJECT:** Intent to apply for City of Dubuque AmeriCorps Program: Partners in Learning  
**DATE:** 6/30/2021

## **INTRODUCTION**

The purpose of this memorandum is to request approval to apply for City of Dubuque AmeriCorps Program: Partners in Learning.

## **DISCUSSION**

AmeriCorps Partners in Learning Program has been extremely successful in its 20 years of operation, thirteen of which have been under the leadership of the City of Dubuque. The program's success is apparent in the over 800 AmeriCorps Alumni giving over 450,000 hours of service in our community. These members and alumni have performed invaluable service.

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

The Corporation for National and Community Service (CNCS) has established priority areas of funding for their grants. AmeriCorps Partners in Learning fits nicely into CNCS priority area of education. CNCS emphasizes performance measures and being able to measure progress. They require evidence based approaches with evaluative data and use of a logic model. We must provide evidence that the proposed intervention is effective for the proposed population and community challenge. A third-party evaluation was completed prior to the writing of this grant. The evaluation provided excellent feedback on the AmeriCorps Partners in Learning Program. This was used in the writing of the grant attached.

The grant focuses on ensuring students read at grade level by 3rd grade and targeting students with literacy needs. The program has been awarded three-year grants since near its inception. The grant is currently in its 7th year, and this grant will fund year 8. The grant was submitted to the Iowa Commission on Volunteer Service and to the Corporation for National and Community Service and has been approved for federal funding.

Anticipated Amount: \$412,929.00

Match Required: Yes

Match Amount: \$209,169.00

- Dubuque Community School District: \$45,000 through Cash support
- St Mark Youth Enrichment: \$15,750 through Cash Support
- City of Dubuque: \$120,369 through Cash which is already budgeted and In-Kind Support

Application Due Date: 5/27/2021

Anticipated Notification Date: 7/30/2021

Anticipated Receipt of money: 8/1/2021

Departments Involved: Leisure Services

Due to a new city grant processing system and process and staffing changeovers this memo was delayed from the time the grant was applied to proposed City Council approval of application.

### **GRANT OBJECTIVE**

The AmeriCorps Partners in Learning (APIL) program proposes to have 49 AmeriCorps members who will tutor K-3rd grade struggling readers one on one or in small groups in the Dubuque Community School District's elementary schools and summer programs. At the end of the first program year, the AmeriCorps members will be responsible for increasing the reading scores of 400 students with literacy needs. In addition, the AmeriCorps members will leverage an additional 100 volunteers who will be engaged in Dubuque community days of service. The program will focus on the CNCS focus area of Education. The CNCS investment of \$203,760 will be matched with \$209,169, \$193,419 in public funding and \$15,750 in private funding.

There is a future opportunity to reapply for these funds, at this time.

### **GOAL(S) ADDRESSED**

**Council Goal: Partnership for a Better Dubuque: Building our Community that is Viable, Livable and Equitable**

#### Outcome(s)

Become an inclusive and welcoming community for all

Have non-profit institutions, private businesses and educational institutions contributing toward implementation of the Imagine Dubuque plan

#### Value(s)

Access to wealth and social capacity – financial, spiritual, social, etc

More ownership of “end” products – residents involved in the process and support outcomes

Sense of community pride and commitment to the Dubuque community

### **ACTION STEP**

I am requesting that you approve my recommendation to apply for City of Dubuque AmeriCorps Program: Partners in Learning.

CC: Jennifer Larson, Director of Budget and Finance  
Cassie Ross, Assistant Director of Finance

MW/hs

**RESOLUTION NO. \_\_\_\_ - \_\_**

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION FOR THE CITY OF DUBUQUE AMERICORPS PROGRAM: PARTNERS IN LEARNING AND AUTHORIZING THE LEISURE SERVICES MANAGER AND THE CITY MANAGER TO APPROVE THE APPLICATION**

Whereas, the City of Dubuque has administered City of Dubuque AmeriCorps Program: Partners in Learning since June 2021; and

Whereas, the City of Dubuque proposes to continue administering the City of Dubuque AmeriCorps Program: Partners in Learning.

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

Section 1. That the Mayor hereby is authorized and directed to submit an application for the City of Dubuque AmeriCorps Program: Partners in Learning on behalf of the City of Dubuque.

Section 2. That the Leisure Services Manager and the City Manager are hereby authorized to approve the application that is submitted to Adam Lounsbury.

Section 2. That the City Manager is hereby authorized and directed to forward said application and resulting standard executed contract to the respective agencies in a timely fashion and as required by the Volunteer Iowa.

Passed, approved and adopted this 5th day of July 2021.

\_\_\_\_\_  
Roy D. Buol, Mayor

Attest:

\_\_\_\_\_  
Adrienne N. Breitfelder, City Clerk

## PART I - FACE SHEET

### APPLICATION FOR FEDERAL ASSISTANCE

Modified Standard Form 424 (Rev.02/07 to confirm to the Corporation's eGrants System)

1. TYPE OF SUBMISSION:

Application ☒ Non-Construction

2a. DATE SUBMITTED TO CORPORATION FOR NATIONAL AND COMMUNITY SERVICE (CNCS):

3. DATE RECEIVED BY STATE:

27-MAY-21

STATE APPLICATION IDENTIFIER:

N/A

2b. APPLICATION ID:

21AC230628

4. DATE RECEIVED BY FEDERAL AGENCY:

FEDERAL IDENTIFIER:

18ACHIA0010012

#### 5. APPLICATION INFORMATION

LEGAL NAME: City of Dubuque

UEI NUMBER:

DUNS NUMBER: 093105302

ADDRESS (give street address, city, state, zip code and county):

2200 Bunker Hill Rd

Dubuque IA 52001 - 3010

County: Dubuque

NAME AND CONTACT INFORMATION FOR PROJECT DIRECTOR OR OTHER PERSON TO BE CONTACTED ON MATTERS INVOLVING THIS APPLICATION (give area codes):

NAME: Heather M. Satterly

TELEPHONE NUMBER: (563) 690-6171

FAX NUMBER:

INTERNET E-MAIL ADDRESS: hsatterl@cityofdubuque.org

6. EMPLOYER IDENTIFICATION NUMBER (EIN):

426004596

7. TYPE OF APPLICANT:

7a. Local Government - Municipal

7b. Local Government, Municipal

8. TYPE OF APPLICATION (Check appropriate box).

☐ NEW

☐ NEW/PREVIOUS GRANTEE

☒ CONTINUATION

☐ AMENDMENT

If Amendment, enter appropriate letter(s) in box(es):



A. AUGMENTATION

B. BUDGET REVISION

C. NO COST EXTENSION D. OTHER (specify below):

9. NAME OF FEDERAL AGENCY:

**Corporation for National and Community Service**

10a. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 94.006

10b. TITLE: AmeriCorps State

11.a. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:

City of Dubuque AmeriCorps Program: Partners in Learning

12. AREAS AFFECTED BY PROJECT (List Cities, Counties, States, etc):

Dubuque, IA

11.b. CNCS PROGRAM INITIATIVE (IF ANY):

13. PROPOSED PROJECT: START DATE: 08/01/21 END DATE: 07/31/22

14. CONGRESSIONAL DISTRICT OF: a.Applicant  b.Program

15. ESTIMATED FUNDING: Year #:

a. FEDERAL \$ 203,760.00

b. APPLICANT \$ 209,169.00

c. STATE \$ 0.00

d. LOCAL \$ 0.00

e. OTHER \$ 0.00

f. PROGRAM INCOME \$ 0.00

g. TOTAL \$ 412,929.00

16. IS A APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

☐ YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:

DATE:

☒ NO. PROGRAM IS NOT COVERED BY E.O. 12372

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

☐ YES if "Yes," attach an explanation. ☒ NO

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. TYPED NAME OF AUTHORIZED REPRESENTATIVE:

Heather M. Satterly

b. TITLE:

AmeriCorps Director

c. TELEPHONE NUMBER:

(563) 690-6171

d. SIGNATURE OF AUTHORIZED REPRESENTATIVE:

e. DATE SIGNED:

05/26/21



# **Narratives**

## **Executive Summary**

The AmeriCorps Partners in Learning (APIL) program proposes to have 49 AmeriCorps members who will tutor K-3rd grade struggling readers one on one or in small groups in the Dubuque Community School District's elementary schools and summer programs. At the end of the first program year, the AmeriCorps members will be responsible for increasing the reading scores of 400 students with literacy needs. In addition, the AmeriCorps members will leverage an additional 100 volunteers who will be engaged in Dubuque community days of service.

The program will focus on the CNCS focus area of Education. The CNCS investment of \$203,760 will be matched with \$209,169, \$193,419 in public funding and \$15,750 in private funding.

## **Rationale and Approach/Program Design**

### **THEORY OF CHANGE AND LOGIC MODEL**

Dubuque Community School District's (DCSD) students are not reading at grade level by 3rd grade. Data from DCSD's FAST (Formative Reading Assessment System for Teachers) and Certified Annual Enrollment provide us with current literacy rates. In Fall 2019, 36% of all DCSD 3rd grade students were not reading at grade level. When poverty is taken into consideration, the data is more severe. In Fall 2019, 47% of DCSD's 3rd grade students that were eligible for Free and Reduced Lunch did not read at grade level, compared to the 27% of Non-Free and Reduced Lunch students who did not read at grade level. When looking at all grade levels leading up to grade 3, the data is similar. In Fall 2019, 56% of DCSD 2nd grade students, 53% of 1st grade students and 59% of Kindergarten students, were not reading at grade level. In the Fall of 2019, 39% of DCSD K-3rd grade students, or approximately 2,999 students, were not reading at grade level. 5 of 13 Dubuque elementary schools (Audubon, Fulton, Lincoln, Marshall, Prescott) are Title 1 which means they are designated as schools with high percentages of children from low-income families. In the remaining 8 elementary schools, there exists an increasing percentage of students in poverty: Bryant (39%); Carver (47%); Eisenhower (40%); Hoover (66%); Irving (42%); Kennedy (53%); Sageville (63%); Table Mound (38%).

Our program realizes and understands that children from many backgrounds, impoverished or not, struggle with reading. However, living in poverty can create a reality for students that contributes to the struggle of reading at grade level. First, children in poverty are more likely to be unprepared for kindergarten. A series of longitudinal studies by Hart and Risley (1995-2003) demonstrated low income children heard 30 million fewer words total by age three than did more affluent children.

## **Narratives**

These early gaps result in persistent academic challenges in beginning elementary school years. Second, students in poverty often experience learning loss during the summer. According to the Campaign for Grade Level Reading, research has proven the summer slide exists. Simply, students lose ground academically when not engaged academically during the summer. The problem is particularly acute among low-income students who lose an average of more than two months in the summer. In Dubuque, the rate of impoverished households is rising. Research conducted by MIT in 2018 showed that there is a strong positive correlation between the poverty rate and affordable quality childcare. Because of this issue, our low-income families in our community struggle significantly with students accessing early childhood education and quality educational summer programming. The long term academic ramifications for students who do not read at grade level by 3rd grade are great. According to the Campaign for Grade Level Reading, reading by 3rd grade is a critical milestone in a child's academic success. Before 3rd grade, students learn how to read. After 3rd grade, students transition from learning how to read, to reading to learn. According to a study by researchers, students who couldn't read at grade level by 3rd grade continued to fall further behind their peers after 3rd grade (McNamara, J.K., Scissons, M, and Gutknecht, N; 2011). In addition, a 2012 study by the Annie E. Casey Foundation states children who do not read proficiently by the end of third grade are four times less likely to graduate from high school on time than proficient readers. These ramifications are serious for both the individual student and the community.

Our integrated, comprehensive, two pronged approach will ensure students with literacy needs read at grade level by the end of 3rd grade. The first approach consists of a school year program where members provide 1-1 or small group literacy interventions to struggling readers. The second approach consists of a summer program where members provide 1-1 or small group literacy support and enrichment activities. According to the Campaign for Grade Level Reading, communities must use a collaborative approach to ensure students read at grade level by 3rd grade. Our program works with both the school district and community partners to target literacy efforts in Dubuque's elementary schools and summer programs. This year-round approach ensures students continue to build on their grade level reading efforts from the school year through the summer months.

During the school year, the program will place 22 (11 RHT and 11 MT) members as trained Academic Reading Tutors in 13 DSCD elementary schools. Members will tutor K-3rd grade, Tier 2 students identified through the Multi-Tiered System of Support (MTSS). MTSS is an evidence-based model to integrate academic interventions. Tier 2 students are students who are not proficient in reading or who are at risk of becoming not proficient in reading and require interventions. Tier 2 students do not

## **Narratives**

often receive needed interventions from classroom teachers or staff because their time must be spent with Tier 3 students who need intense, individual interventions from a certified teacher. Therefore, AmeriCorps members are critical to Tier 2 students' literacy success because these interventions would not otherwise occur.

Tutoring sessions will occur 1-1 or in small groups. Each session will occur at least three times per week for 15-30 minutes for a minimum of 10 weeks or 30 sessions and until the student has been reassessed and results show the child performing at grade level. Additionally, members will be providing limited targeted support to 4th (20 15-30 minute sessions) and 5th (10 15-30 minute sessions) grade students who have received at least 2 years of previous interventions from our program during K-3rd grades, who are not proficient or at risk of losing proficiency. 1 FT member with Carnegie Stout Public Library will focus on phonemic awareness skill building with the DCSD preschool programs. 3 QT members with St Mark Youth Enrichment will support literacy homework help and social-emotional learning during the after-school programs at 3 Title 1 DCSD schools. AmeriCorps members will use two specific interventions, LEAD 21 and Lexia, both of which are critical to the success of the tutoring session. These interventions are curriculum used by the classroom teacher and align with Iowa's Common Core standards. LEAD 21 is designed to foster essential literacy skills and strategies, such as phonemic awareness, phonics, fluency and comprehension. LEAD 21 provides systematic and explicit instruction as well as built-in differentiated interventions specifically for Tier 2 students. Lexia provides all students a personalized, systematic, structured approach in the following reading areas: phonological awareness, phonics, fluency, and comprehension. It also provides differentiated interventions for Tier 2 students. Lexia's research proven program targets skill gaps as they emerge and provides student-specific interventions through Lexia Lessons. Lexia Lessons are scripted materials which allow each member to provide explicit, multi-sensory interventions in a specific skill area. LEAD 21 and Lexia intervention materials are already created for our members, which means all members are provided with a specific script to follow.

School-based AmeriCorps members will target 800 DCSD students with literacy needs who start our tutoring program. The program defines start as a student who has at least 10 tutoring sessions with an AmeriCorps member. Of the 800 students that our members start with, 500 (ED 1A) will complete the tutoring program. The program defines completion as a student who has 30 tutoring sessions which equates to 10 weeks of the program with at least three sessions per week. Of those 500 students, 400 (ED 5A) will show steady progress toward grade level reading proficiency based upon

## **Narratives**

fall and spring Formative Assessment System for Teachers (FAST) literacy assessment scores. The program defines steady progress as improving by 1 or more FAST determined risk levels from the student's fall to spring FAST assessment. Students who make steady progress from fall to spring are more likely to read at grade level by 3rd grade.

During the summer, the program will combat summer learning loss by placing 26 Minimum Time (MT) members in summer programs. AmeriCorps members will provide K-3rd grade students small group or 1-1 literacy supports and enrichment programming. Each site will also provide additional literacy and enrichment interventions. Ten MT members will serve at DCSD's Summer Academy for the 6 week program. Six MT members will serve at Leisure Service Playground Explorations for the ten week program. One MT member will serve at Carnegie-Stout Public Library for the 6 week program. Six MT members will serve at St. Mark Youth Enrichment for the 6 week program. The school year tutoring program, coupled with the summer literacy support and enrichment programs, will ensure students read at grade level by 3rd grade.

### **EVIDENCE BASE**

APIL's program design is evidence informed and meets the preliminary tier level. Using an outside evaluator, Dr. Rachel Daack PhD, of Clarke University, APIL conducted an outcome evaluation of the school-based portion of our literacy services which yielded positive results indicating the sustainability of student gains in reading over time. The results of the process evaluation to determine stakeholder perceptions of program delivery and student impacts were also positive, as are the student gains seen based on our annual performance measure data.

The external outcome evaluation was conducted using a longitudinal cohort design during the 2018-2019 program year for the 2017-2020 grant cycle. APIL has seen steady, positive student growth towards proficiency in annual performance measure results. In 2014-2015, our first year, the program saw a 67% improvement towards K-3rd grade reading proficiency, and in 2015-2016, the program saw an 89% increase towards K-3rd grade reading proficiency. The steady improvement in our program data led us to the two main questions for our external outcome evaluation, which were: 1) whether students at grade level by the end of third grade maintained growth to grade level through fifth grade? and 2) whether students in the high and low-risk categories at the end of third grade grew by fifth grade?

Complete data sets of FAST reading proficiency scores were available from DCSD for 276 of the 321 individual students served by APIL during the school year program. The data sets were of students who were in 2nd grade in 2014-2015 or 3rd grade in 2015-2016 through the end of 5th grade and

## **Narratives**

were included in the study. The evaluation results indicated that 52% of the 111 students served that completed 3rd grade at grade level in reading remained at grade level in fifth grade. Of the 96 students with 'high risk' reading scores in 3rd grade, 5% had improved to grade level by 5th grade and nearly 30% improved by at least one risk level. Among the 69 students with 3rd grade 'some risk' scores, by 5th grade, 22% had improved to grade level and another 54% were able to maintain their 'some risk' rating. Additionally, 36% of these students dropped to 'some risk' and 12% dropped all the way to 'high risk' by fifth grade. The findings from the evaluation demonstrated that for most of the students we served, reading gains were maintained or continued to improve through 5th grade. However, for a portion of the students a decline was noted after 3rd grade and the end of APIL support. Taking this research data into consideration, the program and DCSD has determined that that APIL will extend its intervention model to provide limited target support to 4th and 5th grade students who received interventions from our program during K-3rd grade in an effort to help students maintain or improve their risk level.

The program conducted a process evaluation from March 2016 to November 2016. The two main research questions were: 1) Is the APIL program being implemented consistently with the program's logic model and theory of change and 2) Are program beneficiaries generally satisfied with the program? The program utilized an outside evaluator to conduct and analyze focus groups, surveys and data files. Surveys completed by the site supervisors showed 100% of the 12 respondents agreed the interventions implemented by AmeriCorps members have helped children make progress in grade level reading; 100% agreed AmeriCorps is positively contributing to K-3rd grade reading proficiency; 100% agreed they were satisfied with the program overall; and 92% agreed the students tutored by AmeriCorps members have more positive connections to school because of AmeriCorps members. There were also very high responses to members' training, attitude and professionalism.

In the program's 2018-2019 school year, the program had 24 AmeriCorps members serve as Academic Reading Tutors. Out of the 1,078 K-3rd grade students served during the school year, 489 K-3rd grade Tier 2 students completed the tutoring program with the required dosage of three times per week for 15-30 minutes each session, for a minimum of 10 weeks or 30 sessions over the course of the school year. Of these 489 students, there were complete data sets for 477 students. Of the 477, 97% or 463 improved their FAST reading proficiency scores by at least 10 points, moving them toward grade level proficiency as reported for Performance Measure ED5A.

During the Summer 2019, 199 students started the 6 week DCSD Summer Reading Academy, where 12 MT members served as academic and enrichment tutors. Based on FAST data, 56% of students

## **Narratives**

improved by at least 1 risk level due to the summer program reading support they received, 31% of students remained at High Risk, 13% remained at some or low risk, and only 1% of students declined a risk level. Summer data from DCSD is meaningful to our program, because it shows that our program is helping stem the summer learning loss issues among our districts most at-risk students. DCSD is excited about the performance measurement and evaluation data, as both show students who completed the APIL AmeriCorps tutoring program during both the school year and summer program had positive gains in their reading proficiency.

### **NOTICE PRIORITY**

The APIL program doesn't fit with any 2020-2021 CNCS priority areas. However, the program does fit with several of our State of Iowa priorities based on the ICVS State Service Plan: 1) comprehensive community strategy for Dubuque's Campaign for Grade Level Reading 2) engage underrepresented populations and those that provide a high return on investment 3) address disparities with minority populations 4) Governors priority areas of education, childcare and enrichment; and 5) actively participate in the Iowa Disaster Cadre. The program fits with one of Iowa's priorities based on Iowa Code. The program is an Iowa Reading Corps program providing data-based, models of literacy instruction to tutor students from pre-k to 3rd grade who are not proficient in reading or who are at risk of becoming not proficient in reading.

### **MEMBER EXPERIENCE**

Member experience is a priority of our program. Development begins with the recruitment process where the Director strategically recruits, interviews and places members from our community to the site that is the best fit for each member. During their year of service, members are challenged to develop personally and professionally. Members are supported and developed at their host site in partnership with their site supervisors. The Director takes a personal, 1-1 approach with every member to challenge them in different ways. This can include community presentations, mentoring other members, applying for graduate school or leading service projects. Members also gain important experiences through our Days of Service which are conducted in partnership with Dubuque's National Service Partnership (DNSP), a collaboration of area national service members and programs. Through National Days of Service and DSNP, members learn about their community, network with other national service members, and participate in service opportunities.

Members are provided 12 hours of orientation consisting of general information on the Corporation for National and Community Service (CNCS), AmeriCorps and the Iowa Commission on Volunteer Service (ICVS). The program reviews member's rights and responsibilities, code of conduct, prohibited



## **Narratives**

activities, Drug Free Workplace Act, grievance procedures, suspension and termination procedures, sexual harassment and discrimination policies. Members review and sign the Member Service Agreement which includes the review of the National Criminal History Background Check, prohibited activities and grievance procedure. Members are trained on data collection, time sheets, and other program specific information. Additionally, members participate in 4 hours of communication training through a low/high ropes course to provide individual and team challenges, as well as 21 hours of training, spread out over monthly meetings, focused on Diversity, Equity and Inclusion, ensuring that members are able to provide the best support to students from different cultures and backgrounds. DCSD trains members on Tier 2 students, professionalism, confidentiality, LEAD 21 curriculum, and Lexia interventions. Members are provided intensive on-site training and orientation at their host site. Finally, all members develop and present a reflection project during our End of Service Ceremony and Life After AmeriCorps Training.

### **Organizational Capability**

#### **ORGANIZATIONAL BACKGROUND AND STAFFING**

API L has been sponsored by the City of Dubuque since 2007. The City of Dubuque is a Municipal Corporation governed by an elected mayor and six-member council. The City relies on its expert personnel to plan and implement the grant and provides in-kind administration, personnel and fiscal support. The City Council reviews the grant and budget documents each year. The AmeriCorps Director, Heather Satterly, a 3-term AmeriCorps alum, has been the Director for 2 years in addition to working in Iowa AmeriCorps Grant Management for 3 years. Kim Stickney, also an AmeriCorps alum, has been the AmeriCorps Assistant for 10 years. She organizes and maintains key program paperwork such as Background Checks and Data Collection Submissions. Marie Ware, Leisure Services Department Manager, oversees the activities of the AmeriCorps Director and members. Marie has been directly and indirectly involved with grant award management for over twenty-five years for three cities and a non-profit agency. Arielle Swift, Assistant Public Works Director, previously our Accountant, has overseen the fiscal responsibilities of the program since 2015. Jennifer Raber, Finance Manager, & Jennifer Larson, Finance and Budget Director, have been training since April 2019, and will continue to be supported by Arielle.

#### **COMPLIANCE AND ACCOUNTABILITY**

API L strongly believes in compliance and accountability. The program prides itself in having a reputation as a high functioning, low risk program and has a complete plan for compliance and accountability. The Director ensures site supervisors and host sites fully understand the prohibited

## **Narratives**

activities, non-duplication and non-displacement guidelines, and all other rules and regulations through service agreements and training. The Director also conducts at least two site visits a year, as well as a mid-term review to ensure rules and regulations are being followed. The Director keeps lines of communications open between members and site supervisors to ensure compliance and accountability. The Director monitors the activities being performed through ongoing communication with members and site supervisors. The Director can visit any site, at any time without prior appointment. Should a compliance issue be suspected or arise, the Director holds a meeting with all parties involved to review guidelines and design a corrective action plan. If compliance issues continue to be a concern the members are removed from their assigned placement until the site can ensure all activities fall within the AmeriCorps guidelines. If compliance issues are not corrected, or re-appear, the Director will no longer place members at the host site. Lastly, the program manages and implements its program with limited compliance issues. Our staff takes CNCS' Criminal History Record Check very seriously as well as the following program management policies: time sheets, in kind documentation, position descriptions, Member Service Agreements, Host Site Agreements, mandatory training requirements, corrective action forms, midterm and end of year evaluations, grievance, termination of service, drug free workplace, sexual harassment, prohibited activities and unallowable activities. Our systems follow this cyclical pattern: follow, monitor, review and update to detect instances of risk or noncompliance. The AmeriCorps Director runs all background checks on members. As these checks are completed, the Director completes the ICVS NSCHC Document Checklist and attaches it to copies of all Background checks. Additionally, copies of all checks are kept in the member electronic file, as well as in a hard copy format. The AmeriCorps Assistant reviews all background checks to ensure compliance. The Director and Assistant conduct member and staff file audits twice a year and works closely with its expert fiscal staff to ensure compliance.

### **CULTURE THAT VALUES LEARNING**

APIL, as part of the City of Dubuque, believes in creating an equitable community of choice by being a data-driven & outcome focused high performance government built on four pillars: Equity, Resiliency, Sustainability and Compassion. The City of Dubuque City Council develops and sets goals, policy agenda top priorities and high priorities, as well as management agenda top priorities and high priorities based on the City mission and vision statements. These goals and priorities set the tone and expectations of the City government plan for the next 2 years, driving each department and division within the organization to collect data, measure performance, and continually strive to create meaningful impact for community members. All departments, including APIL, have performance

## **Narratives**

measures that connect to the City goals and priorities. Data is collected on a regular basis and reported annually to the City Council and the community in the City annual budget review process. During this budget review process, all departments present the updates to performance measures and impacts to the City Council for a decision on the next years budget and goals.

### **MEMBER SUPERVISION**

All of our members receive two layers of supervision. First, every host site designates a site supervisor. Each site supervisor provides daily supervision to their members and conducts biweekly, 1-1 meetings with each of their members for clear guidance. Site supervisors also provide on-site training as described previously and observations by the site supervisor to ensure accurate interventions. Second, the Director serves as an added level of supervision for all members. The Director meets regularly with each member to discuss progress and ensure member activities fall within allowable activities. The Director has an open door policy and members may contact via in-person meeting, email, phone, or text at any time for any reason. Each site supervisor is trained by the Director. Training occurs before members arrive on site and are completed in person, 1-1, as well as in recorded webinar format to review overall program changes. The site supervisor training consists of an overview of the CNCS and ICVS, member responsibilities, supervisor responsibilities and host site agreements, in-kind match documentation, time sheets, data collection, prohibited activities and unallowable activities including nonduplication and nondisplacement. Site supervisors can contact the Director with questions/concerns at any time.

The AmeriCorps brand is a high priority for our program. All members receive apparel and a photo id, both with the AmeriCorps logo. Members are required to wear their photo id at all times during service and are required to wear their AmeriCorps logo apparel at least once per week or more frequently if participating in a community event. All host sites are provided an "AmeriCorps Members Serve Here" sign and display it in a prominent location.

### **Cost Effectiveness and Budget Adequacy**

SEE BUDGET.

### **Evaluation Summary or Plan**

#### **APIL EVALUATION PLAN**

#### **PROGRAM BACKGROUND/PROGRAM MODEL**

AmeriCorps Partners in Learning Program (APIL) has been extremely successful in its 20 years of operation, 13 of which have been under the leadership of the City of Dubuque. The program has

## **Narratives**

always focused around education, however, the current iteration of APIL focuses on ensuring students read at grade level by 3rd grade and targeting students with literacy needs. The programs success in the Dubuque community is apparent in the over 750 AmeriCorps alumni giving over 450,000 hours of service in our community.

The AmeriCorps Partners in Learning Program has become an important part of the schools served. The AmeriCorps Program has partnered with the Dubuque Community School District to formulate a program that continues to place AmeriCorps members in elementary schools at the Kindergarten, 1st, 2nd and 3rd grade level. The School District provides training to the AmeriCorps members that aligns with the curriculum taught in the schools. By creating this focus, we have moved the needle with our AmeriCorps program and members and will continue these efforts.

### **SCOPE AND PURPOSE OF CURRENT EVALUATION**

As a Grantee receiving Corporation funds of less than \$500,000 annually, AmeriCorps Partners in Learning is required to conduct a process evaluation. However, APIL has decided to again go beyond the minimum to conduct an external impact evaluation of its school year reading tutoring program. The evaluation will replicate the longitudinal cohort design that was used for the 2017-2020 grant cycle and add an additional component to determine if students who have received multiple years of reading interventions from the AmeriCorps program during K-3rd grade maintain or improve their reading proficiency by the 5th grade at the same or higher rates than students only served for a single year.

The purpose of this evaluation is to better understand the sustainability of APIL AmeriCorps reading tutoring over time. The findings of the evaluation will help our AmeriCorps Program learn and grow to better support our students. Our intent, as a program and a partner in a community impact model, is to determine how effective our program is and to use this information to drive enhancements to our processes and procedures and inform future decision-making for our community.

### **THEORY OF CHANGE**

Dubuque Community School District's (DCSD) students are not reading at grade level by 3rd grade. Data from DCSD's FAST (Formative Reading Assessment System for Teachers) and Certified Annual Enrollment provide us with current literacy rates. In Fall 2019, 36% of all DCSD 3rd grade students were not reading at grade level. In Fall 2019, 56% of DCSD 2nd grade students, 53% of 1st grade students and 59% of Kindergarten students, were not reading at grade level. Overall, in the Fall of 2019, 39% of DCSD K-3rd grade students, or approximately 2,999 students, were not reading at grade

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level.

The long term academic ramifications for students who do not read at grade level by 3rd grade are great. According to the Campaign for Grade Level Reading, reading by 3rd grade is a critical milestone in a child's academic success. Before 3rd grade, students learn how to read. After 3rd grade, students transition from learning how to read, to reading to learn. According to a study by researchers, students who couldn't read at grade level by 3rd grade continued to fall further behind their peers after 3rd grade (McNamara, J.K., Scissons, M, and Gutknecht, N; 2011). In addition, a 2012 study by the Annie E. Casey Foundation states children who do not read proficiently by the end of third grade are four times less likely to graduate from high school on time than proficient readers. These ramifications are serious for both the individual student and the community.

Our integrated, comprehensive, two pronged approach will ensure students with literacy needs read at grade level by the end of 3rd grade. The first approach consists of a school year program where members provide 1-1 or small group literacy interventions to struggling readers. Each session will occur at least three times per week for 15-30 minutes for a minimum of 10 weeks or 30 sessions and until the student has been reassessed and results show the child performing at grade level. Additionally, members will be providing limited targeted support to 4th (20 15-30 minute sessions) and 5th (10 15-30 minute sessions) grade students who received interventions from our program during K-3rd who are not proficient or at risk of losing proficiency.

The second approach consists of a summer program where members provide 1-1 or small group literacy support and enrichment activities. This year-round approach ensures students continue to build on their grade level reading efforts from the school year through the summer months.

### **OUTCOME OF INTEREST**

The outcome of interest underlying this impact evaluation is that students with literacy needs who receive APIL interventions will improve their reading proficiency as a result of the interventions provided by the APIL AmeriCorps members. This impact evaluation will study the FAST Assessment scores of students who have received AmeriCorps Interventions during their K-3rd grade years and the FAST Assessment scores of the same students after they have completed 5th grade.

### **EVALUATION RESEARCH QUESTIONS**

The impact evaluation will address the following three research questions:

## **Narratives**

- 1) Do students supported by API L who reach grade level reading proficiency by the end of third grade maintain growth to grade level through fifth grade?
- 2) Do students who receive multiple years of support by API L improve or maintain proficiency through fifth grade at a higher rate than students supported for only one year?
- 3) Do students supported by API L who remain in the high and some-risk categories at the end of third grade maintain their risk level by fifth grade?

### **EVALUATION DESIGN**

API L proposes to use a longitudinal cohort design to track changes in student reading proficiency over time. The strengths of this design include being able to utilize existing FAST data collected by our program and Dubuque Community School District, as well as data that will be collected during the 2019-2020 5th grade Spring FAST Assessment. The Dubuque Community School District conducts these evaluations, holds the data, and regularly analyzes this data, ensuring that the evaluation results will be produced with high reliability and validity. Another strength of this impact evaluation design is that our program will be replicating the same design that was conducted for the 2017-2020 grant competition. This allows our program to analyze new variables and also allows our program to build a long-term research plan with this design. One of the downsides of this design is that it can take several years to acquire the data and some students may not complete 5th grade with the DCSD, which can reduce the final number of complete data sets to review. While this is a limitation, the positives of this design significantly outweigh the negatives. Our program will be able to utilize this long-term data to make changes to our program design and effectiveness.

### **DATA COLLECTION AND ANALYSIS PLAN.**

API L utilizes the results of the Formative Assessment System for Teachers (FAST), the state-wide mandated reading assessment used by Dubuque Community School District for all K-5th grade students to determine reading proficiency. The DCSD instructional coaches (who are also the AmeriCorps Site Supervisors) conduct the FAST Assessment three times each year. Much of the data for this evaluation has been collected, checked and processed in previous years by both the DCSD and the program for yearly performance measures while students were being served during their K-3rd grade years. Data is collected in the same way for every program year to ensure accuracy and consistency. Each program year's data is held by the program to allow for the program to compare which students are seen for multiple years. The program will only pull student data for students who met dosage and duration requirements of our program. The API L Director sends DCSD a list of



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students who have completed the programs dosage and duration requirements. The DCSD reviews the students spring FAST scores and risk levels for both 3rd and 5th grade and then cleans this data of all Personal Identifiable Information of the students and provides the risk levels for 3rd and 5th grade and the total number of years the students were served by APIL to our external evaluator to analyze how many students improved, maintained or declined from their 3rd grade FAST risk level to their 5th grade FAST risk level using a multivariate regression model. Our evaluator analyzes this quantitative data and aggregates it into a report for our AmeriCorps Program and DCSD, looking for themes, concerns, or outliers.

### **EVALUATOR QUALIFICATIONS**

Dr. Rachel Daack, PhD, of Clarke University, will work closely with the Program Director to develop and execute our impact evaluation. Dr. Daack has a BA in Global Studies, a MA in Geography and a PhD in Interdisciplinary Studies and currently served as a Professor of Sociology at Clarke University in Dubuque, IA. Dr. Daack has prior experience with APIL, as she conducted both the Outcome Evaluation (2018-2019) and Process Evaluation (2015-2016). Dr. Daack also provides evaluation services to several community organizations, which includes St. Mark Youth Enrichment and the Dubuque Dream Center, which support the Dubuque Campaign for Grade-Level Reading Initiative, making her an ideal evaluator for our program.

Heather Satterly is a 3-term AmeriCorps alum, and has been the AmeriCorps Director of the City of Dubuques AmeriCorps Partners in Learning Program for 2 years. Heather has a BS degree in Recreation, Parks and Tourism Administration with an emphasis on Recreation Therapy from Western Illinois University. Heather has also worked for another competitively funded Iowa AmeriCorps Program as a Program Manager for 3 years. She organizes and maintains Student logs and Data Collection Submissions from AmeriCorps Members and handles the compilation of all member-student intervention data.

Tammy Duehr is the Lead Instructional Coach and the K-5th grade Language Arts Coordinator for the Dubuque Community School District. Tammy has been an educator for the past 28 years. She has a BS in Elementary Education and Early Childhood Education from Clarke University and a MS in Reading from Southern Connecticut State University. She was a first and second grade classroom teacher for 20 years and has held her current positions for the past 8 years. As one of her job responsibilities, she is always involved with student data. DCSD currently uses FastBridge as their literacy screener. Gathering, analyzing, and interpreting FAST data is something DCSD does three

## Narratives

times each year. Tammy is responsible for pulling all the data off the FastBridge system and organizing it for the district and for individual schools to analyze and make instructional decisions. Tammy has participated in State meetings to learn about FAST and has the support of Keystone AEA when working with FAST data.

### BUDGET

Line Item	Total	Year 1	Year 2	Year 3	Notes
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Staffing (Evaluator)	\$3,000	\$1,000	\$1,000	\$1,000	\$50/hr @ 20 hours
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Staffing (DCSD)	\$3,480	\$1,160	\$1,160	\$1,160	\$58/hour @ 20 hours
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Budget Total	\$6,480	\$2,160	\$2,160	\$2,160	
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### TIMELINE

In 2020-21 (Year One), program staff will begin to pull student data of students who have only received services for one year in Q1. In Q2, program staff will provide a finalized list of students served for only one year to DCSD and DCSD will begin to pull 3rd grade and 5th grade FAST scores, risk level, race, gender and Free-Reduced Lunch status. In Q3, DCSD staff will provide the cleaned data to our external evaluator, who will begin the analysis. Program staff will begin to pull student names who were served for multiple years. In Q1 of Year Two (2021-2022), program staff will finalize the list of students who received AmeriCorps services for multiple years during K-3rd grade and will provide the list of students to DCSD. In Q2 and Q3, DCSD will begin to pull 3rd grade and 5th grade FAST scores, risk level, race, gender and Free-Reduced Lunch status. In Q3, DCSD staff will provide the cleaned data to our external evaluator, who will begin the analysis. Data will be analyzed and a report will be prepared for the final evaluation report in Q1 of Year Three (2022-2023) for submission with our next recompetite application due to CNCS in January 2023. The Evaluator, Program Staff and DCSD staff will meet together to review the report to determine a post-evaluation action plan to drive decision making for continuous improvements to reading interventions, delivery methods, member training, and/or management systems will be developed.

### Amendment Justification

N/A

### Clarification Summary

20-21 CLARIFICATIONS

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Section 1G - Staff Training: The City of Dubuque has historically set aside funding for the AmeriCorps Director's professional development. These funds are utilized towards yearly conferences, such as the Iowa Women's Leadership Conference for community networking and leadership development; as well as towards trainings and conferences to help the AmeriCorps Director improve their public speaking skills as it relates to recruitment and training of AmeriCorps Members and towards 'train the trainer' conferences that will allow the AmeriCorps Director to take back knowledge and establish trainings for AmeriCorps Members. A perfect example of this is the current equity-based curriculum for AmeriCorps Members that was developed after the AmeriCorps Director attended a 32-hour Equity 'train the trainer' workshop. All trainings, conferences and workshops will relate to the professional development of the AmeriCorps Director to continually improve the AmeriCorps Program.

### 20-21 Programmatic Resolutions:

1. In order to better explain the impact of the AmeriCorps project on the identified community need, please clarify numbers of Tier 2 students in grades K-3 in the schools to be served as well as the percent of students who are in need to be served by AmeriCorps members.

-As of January 2020, the most recent FAST assessment has shown that the total number of K-3rd grade students on a tier II intervention is 556. This is 19% of the total number (2852) of K-3 students in the Dubuque community school district. Due to COVID-19, DCSD will be unable to conduct their Spring FAST assessment and expects that the Fall 2020 FAST assessment will show a significant increase in the number of students needing Tier II interventions. During the 2020-2021 Academic School Year, the AmeriCorps program expects to serve 500 students, which is approximately 90% of Dubuque Community School District's K-3 Tier II students (as of January 2019 FAST Assessment). Of those 500 students, AmeriCorps Partners in Learning will improve the reading risk level of 400 K-3 Tier II students (80%).

### 21-22 Financial Resolutions:

1. Budget has been adjusted to the approved amount of \$203,761 for 13.18 MSY. No change made to performance measures.

## **Continuation Changes**

### 2021-2022 CONTINUATION CHANGES

## **Narratives**

### **APPLICANT INFO:**

The program has made an adjustment to the Applicant Info section regarding the naming convention of the program. The program's name has been adjusted to City of Dubuque AmeriCorps Program: Partners in Learning from the City of Dubuque AmeriCorps Partners in Learning Program. This is to allow for a more streamlined branding change in lieu of the new AmeriCorps Branding Guidelines. Additionally, the email associated with the program was updated.

### **EXECUTIVE SUMMARY:**

The AmeriCorps Partners in Learning (APIL) program proposes to have 50 AmeriCorps members who will tutor K-3rd grade struggling readers one on one or in small groups in the Dubuque Community School District's elementary schools and summer programs. At the end of the second program year, the AmeriCorps members will be responsible for increasing the reading scores of 400 students with literacy needs. In addition, the AmeriCorps members will leverage an additional 100 volunteers who will be engaged in Dubuque community days of service.

The program will focus on the CNCS focus area of Education. The CNCS investment of \$218,261 will be matched with \$224,400, \$198,000 in public funding and \$26,400 in private funding.

### **CHANGES IN OPERATING SITES:**

There are no anticipated changes in operating sites.

### **SIGNIFICANT CHANGES IN PROGRAM SCOPE OR DESIGN:**

The program requests 1 additional minimum-time AmeriCorps Member for an increase in .21 MSY. This member will serve with Carnegie-Stout Public Library during our summer program alongside the 1 FT AmeriCorps Member. The program has previously had 2 MT Members serving during the summer months prior to have 1 FT member requested. The Host Site has determined that they need the additional MT member for their Summer Reading Program to prevent the loss in program capacity that has previously been built.

### **CHANGE TO PERFORMANCE MEASURES: N/A**

### **SIGNIFICANT CHANGES TO STAFFING:**

## **Narratives**

The AmeriCorps Program Assistant that has been with our program for nearly 10 years retired in the 2020-2021 program year. The program has reviewed the role of the part-time assistant and has changed the position to a part-time AmeriCorps Program Coordinator. This position will still have duties associated with monitoring program compliance, but added duties to the position include member technical support. Sarah Berna, an AmeriCorps Alum, has previously worked as a temporary coordinator for the program, as well as a Site Supervisor for the Program's AmeriCorps Members and as an outside contractor for developing virtual curriculum for COVID-19 Virtual Tutoring. Sarah is a certified teacher with a background in Elementary Education.

### **BUDGET REVISIONS:**

The revised program budget includes increased costs for the living allowance and associated costs with the increase of .21 MSY. The program also requests an increase in funding in a total of \$9,000 to cover costs associated with AmeriCorps Member technology purchased to continue program services during COVID-19. The host organization's rate is \$30/month per iPad. With 25 iPads, the data costs associated with the AmeriCorps Virtual Tutoring is \$9,000. To prevent barriers to access, the program invested in iPads with data plans for members to utilize to provide virtual tutoring services. This has allowed members who cannot afford home internet to provide virtual tutoring to our school district's virtual students in a safe manner. Without knowing how long students may be learning in a virtual setting, the program anticipates needing data plans connected to these AmeriCorps Member iPad. Additionally, the program has invested in the approved CNCS AmericaLearns Data Collection System to increase the program's ability to collect and evaluate reliable data. The cost of this system is \$6,000 per program year. This system will decrease administrative burden related to the previous data collection methods for the program and will allow for an increased focus on member management and compliance monitoring. The requested increase results in a \$16,300/MSY.

### **Grant Characteristics**

## Performance Measures

**MSYs by Focus Area**



Table1: MSYs by Focus Areas

Focus Area	% MSYs
Education	100%

**MSYs by Objective**



Table2: MSYs by Objectives

Objectives	%MSYs
K- 12 Success	100%

**% of MSY NPM VS Applicant VS Not in ANY**

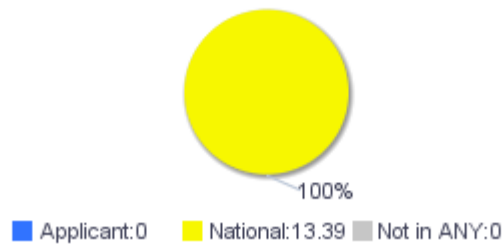


Table3: %MSYs by NPM vs.Applicant vs. Not in ANY

% MSYs	NPM	Applicant	Not in ANY
	100%	0%	0%

Table4: No of MSY and Members by Objective

Objectives	No of MSYs	No of Members
K- 12 Success	13.39	50
Total	13.39	50

Primary Focus Area: Education

Primary Intervention: Tutoring

Secondary Focus Area:

Secondary Intervention:



Performance Measure: Tutoring K-3 grade students in Reading

Focus  
Area:

Education

Objective: K- 12 Success

No of  
MSY's: 13.39

No of  
Members: 50

#### Problem Statement:

Dubuque Community School District's students are not reading at grade level by 3rd grade. There are a few challenges that create this problem. First, is poverty. Students living in poverty are more likely to be unprepared for kindergarten. Research shows children from low income homes have limited exposure to reading and vocabulary in the early years which can result in persistent academic challenges in elementary school. Second, is summer learning loss. Research spanning 100 years has proven students lose ground academically when they are out of school for the summer. Therefore, the purpose of AmeriCorps Partners in Learning is a two pronged program.

During the school year, members tutor K- 3rd grade students with literacy needs in the elementary schools in reading to ensure students read at grade level by 3rd grade. Students will be identified as having a literacy need based upon their scores with the Iowa FAST testing. 5 of the 13 elementary schools have a majority of students who are eligible for free or reduced lunch. Students tutored at these 5 schools are considered economically disadvantaged. The remaining 8 schools have free or reduced lunch rates of 33%, 22%, 29%, 35%, 28%, 21%, 26% and 29%.

During the summer, members spend 50% of their time tutoring K- 3rd grade students with literacy needs who are enrolled in a summer program in reading to combat the summer slide. Students tutored in the summer will be identified as having a literacy need based upon their scores with the Iowa FAST testing. 5 of the 13 elementary schools have a majority of students who are eligible for free or reduced lunch. Students who attend one of these 5 schools are considered economically disadvantaged. The remaining 8 schools have free or reduced lunch rates of 33%, 22%, 29%, 35%, 28%, 21%, 26% and 29%.

#### Selected Interventions:

Tutoring

#### Describe Interventions:

During the school year, 11 RHT and 11 MT tutor K- 3rd grade, Tier 2 students identified through the Multi-Tier System of Supports in reading in small groups or one on one at least three times per week for 15- 30 minutes each session for a minimum of 10 weeks or 30 sessions and until the child has been reassessed and results show the child performing at grade level. Research shows tutoring sessions for Tier 2 students must be at least three times a week for 15- 30 minutes to be effective. 30 sessions equates to 10 weeks of our program if sessions are at least three times per week for 10 weeks. Research shows 10 weeks is sufficient to see academic gains in the school year. Materials used complement classroom curriculum.

Members are trained on data collection processes during orientation and by DCSD at their on- site trainings. The program's dosage and duration are revisited to reinforce tutoring sessions are occurring according to the program's standards. The program uses strong data collection tools to collect information for our output (ED1A). Each member is given a student log to collect students' name, teacher, grade and number of sessions for each intervention used. The members send their data to the Director and Assistant, biweekly, where they analyze the data, ensure accuracy, and organizes the data by school and member. The program sends the collected data to the site supervisor quarterly to analyze for accuracy and progress to targeted outputs and outcomes. The program has an agreement with DCSD to get literacy data on the students we serve in a timely

Performance Measure: Tutoring K-3 grade students in Reading

Problem Statement:

Selected Interventions:

manner. In the spring, the Director sends DCSD a list of students who completed the program. DCSD compares the completed students' fall and spring reading assessments and analyzes how many students improved from fall to spring FAST Assessment. DCSD provides the program with each school's number and percent of students who improved.

#### ED1A Output:

ED1A: Number of individuals served

Target: 500 Individuals

Measured By: Tracking System

Described Instrument: Members will record the name and school of each student who starts the school year program on the Student Attendance Log. The list of student names will be cross referenced to ensure no student is counted twice. Members will track each student's individual tutoring session on the Student Attendance Log. Sessions must be one on one or small group and 15- 30 minutes at least 3 times per week. Students who start our program and have a literacy need will be counted in this measure. Students will be identified as having a literacy need based upon their scores with the Iowa FAST testing.

Members will record the number of tutoring sessions completed for each student. Each session must meet the requirement of one on one or small group for at least 15- 30 minutes. For our school year program, students who have received at least 30 tutoring sessions and have a literacy need will be counted as having completed the school year program. Students will be identified as having a literacy need based upon their scores with the Iowa FAST testing.

#### ED5A Outcome:

ED5A: Number of students with improved academic performance

Target: 400 Students

Measured By: Standardized Test

Described Instrument: During our school year program, in the fall students take a standardized, district- approved pre- test in reading titled Formative Assessment System for Teachers (FAST). FAST aligns with the materials being used in our tutoring program and is appropriate for K- 3rd grade. FAST has demonstrated reliability and validity for K- 3rd grade students. FAST will be administered to students in the spring at the end of the school year. Students who complete our school year program (30 sessions or more), who have a literacy need and who improve in their risk level from the fall to spring FAST assessment

Performance Measure: Tutoring K-3 grade students in Reading

Problem Statement:

Selected Interventions:

Described Instrument: will be counted under this measure. Students will be identified as having a literacy need based upon their scores and risk level with the Iowa FAST testing. A change in risk level is significant because the FAST expects students to grow by a risk level. Therefore, if struggling students , they are showing great growth from fall to spring.

## Program Information

### AmeriCorps Funding Priorities

\*Check any priority area(s) that apply to the proposed program. In order to receive priority consideration, applicants must demonstrate that the priority area is a significant part of the program focus, high quality program design, and outcomes.

Advancing Racial Equality

### Grant Characteristics

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

Geographic Focus- Urban

## Demographics

Other Revenue Funds	0
Number of volunteers generated by AmeriCorps members	100
Percent of disadvantaged youth enrolled	0

## Required Documents

<u>Document Name</u>	<u>Status</u>
Evaluation	Sent
Federally Approved Indirect Cost Agreement	Not Applicable
Labor Union Concurrence	Not Applicable
Other Documents	Not Applicable



## Logic Model

Problem	Inputs	Activities	Outputs	Short-Term Outcomes	Mid-Term Outcomes	Long-Term Outcomes
The community problem that the program activities (interventions) are designed to address.	Resources that are necessary to deliver the program activities (interventions), including the number of locations/sites and number/type of AmeriCorps members.	The core activities that define the intervention or program model that members will implement or deliver, including duration, dosage and target population.	Direct products from program activities.	Changes in knowledge, skills, attitudes and opinions. These outcomes, if applicable to the program design, will almost always be measurable during the grant year.	Changes in behavior or action. Depending on program design, these outcomes may or may not be measurable during the grant year.	Changes in condition or status in life. Depending on program design, these outcomes may or may not be measurable during the grant year. Some programs, such as environmental or capacity-building programs, may measure changes in condition over a period as short as one year.

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# City of Dubuque AmeriCorps Program: Partners in Learning

## City of Dubuque

Application ID: 21AC230628

Budget Dates:

	Total Amt	CNCS Share	Grantee Share
<b>Section I. Program Operating Costs</b>			
A. Personnel Expenses	65,872	57,000	8,872
B. Personnel Fringe Benefits	24,651	22,936	1,715
C. Travel			
Staff Travel	1,580	0	1,580
Travel to CNCS-Sponsored Meetings	779	0	779
Member Travel			0
Total	\$2,359	\$0	\$2,359
D. Equipment			
E. Supplies	1,620	0	1,620
F. Contractual and Consultant Services	29,874	0	29,874
G. Training			
Staff Training	1,000	0	1,000
Member Training	2,700	0	2,700
Total	\$3,700	\$0	\$3,700
H. Evaluation	7,160	4,648	2,512
I. Other Program Operating Costs	8,406	6,402	2,004
<b>Section I. Subtotal</b>	<b>\$143,642</b>	<b>\$90,986</b>	<b>\$52,656</b>
<b>Section I Percentage</b>		<b>63%</b>	<b>37%</b>
<b>Section II. Member Costs</b>			
A. Living Allowance			
Full Time (1700 hrs)	16,150	0	16,150
1-Year Half Time (900 hours)	0	0	0
Reduced Half Time (675 hrs)	70,510	25,510	45,000
Quarter Time (450 hrs)	12,825	12,825	0
Minimum Time (300 hrs)	96,900	38,150	58,750
2-Year Half Time (2nd Year)	0	0	0
2-Year Half Time (1st Year)	0	0	0
Three Quarter Time (1200 hours)	0	0	0
Abbreviated Time (100 hrs)	0	0	0
Total	\$196,385	\$76,485	\$119,900
B. Member Support Costs			
FICA for Members	15,023	15,023	0
Worker's Compensation	6,284	6,284	0
Health Care	4,800	4,800	0
Total	\$26,107	\$26,107	\$0
<b>Section II. Subtotal</b>	<b>\$222,492</b>	<b>\$102,592</b>	<b>\$119,900</b>
<b>Section II. Percentages</b>		<b>46%</b>	<b>54%</b>
<b>Section III. Administrative/Indirect Costs</b>			
A. Corporation Fixed Percentage			
Corporation Fixed Amount	42,722	6,109	36,613
Commission Fixed Amount	4,073	4,073	0
Total	\$46,795	\$10,182	\$36,613
B. Federally Approved Indirect Cost Rate			
<b>Section III. Subtotal</b>	<b>\$46,795</b>	<b>\$10,182</b>	<b>\$36,613</b>
<b>Section III Percentage</b>		<b>22%</b>	<b>78%</b>
<b>Section I + III. Funding Percentages</b>		<b>53%</b>	<b>47%</b>
<b>Budget Totals</b>	<b>\$412,929</b>	<b>\$203,760</b>	<b>\$209,169</b>
<b>Budget Total Percentage</b>		<b>49%</b>	<b>51%</b>
<b>Required Match</b>		<b>0%</b>	

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## City of Dubuque AmeriCorps Program: Partners in Learning

### City of Dubuque

# of years Receiving CNCS Funds		15	
Total MSYs		13.18	
Cost/MSY		\$15,460	
	Total Amt	CNCS Share	Grantee Share
Budget Totals	\$0	\$0	\$0
Budget Total Percentage		0%	0%
Required Match		0%	
# of years Receiving CNCS Funds		15	
Total MSYs		13.18	

# Budget Narrative: City of Dubuque AmeriCorps Program: Partners in Learning for City of Dubuque

## Section I. Program Operating Costs

### A. Personnel Expenses

Position/Title -Qty -Annual Salary -% Time	CNCS Share	Grantee Share	Total Amount
AmeriCorps Director: - 1 person(s) at 67100 each x 83.61 % usage	55,000	1,102	56,102
AmeriCorps Coordinator: - 1 person(s) at 19540 each x 50 % usage	2,000	7,770	9,770
<b>Category Totals</b>	57,000	8,872	65,872

### B. Personnel Fringe Benefits

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
AmeriCorps Director Benefits Package: Health Flat Rate=\$13032 + FICA@.0765=\$4292 + IPERS@.0991= \$5560 + Life@.000927=\$52	22,936	0	22,936
AmeriCorps Coordinator Benefits Package: FICA@.0765= \$747 + IPERS@.0991= \$968	0	1,715	1,715
<b>Category Totals</b>	22,936	1,715	24,651

### C. Travel

#### Staff Travel

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
Travel to CNCS-Sponsored Meetings: Director travel to 1 CNCS Sponsored meeting: \$229 airfare, \$400 in hotel, meal= \$50 per day diem x 3 days = \$150	0	779	779
Travel to ICVS sponsored meeting: ICVS (Director travel to ICVS sponsored meeting: 2 Trips to Des Moines @ 450 miles each=900 miles x .58 per mile (City of Dubuque policy approved mileage reimbursement rate) = \$522; \$50 per day diem x 3 days \$150; \$328 for 3 night in hotel)	0	1,000	1,000
Director's Travel: Director Travel (Mileage for site supervision for 18 site visits, 60 midterm review s, and service projects, x 1000 miles per year x .58 per mile (City of Dubuque policy approved mileage reimbursement rate) =\$580.)	0	580	580
<b>Category Totals</b>	0	2,359	2,359

#### Member Travel

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
<b>Category Totals</b>	0	0	0

### D. Equipment

Item/Purpose -Qty -Unit Cost	CNCS Share	Grantee Share	Total Amount
<b>Category Totals</b>	0	0	0

## E. Supplies

Item -Calculation	CNCS Share	Grantee Share	Total Amount
Member Gear w with AmeriCorps Logo: Member gear w /AmeriCorps logo (Uniform shirts & badges, 50 x \$30= \$1500; all w ith AmeriCorps logo)	0	1,500	1,500
AmeriCorps Office supplies: AmeriCorps office supplies (paper, ink, toner, pens, pencils, post-it notes) \$10 per month x 12= \$120	0	120	120
<b>Category Totals</b>	0	1,620	1,620

## F. Contractual and Consultant Services

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
Member Supervision (DCSD School Year): 3 hours of direct member supervision/w eek per member for 34 w eeks by 11 DCSD staff @ a minimum of \$25/hour- Daily Rate of 25	0	28,050	28,050
AmeriCorps Copy Machine Lease: AmeriCorps Office Copy machine @\$456/quarterly*4 = \$1824- Daily Rate of 0	0	1,824	1,824
<b>Category Totals</b>	0	29,874	29,874

## G. Training

### Staff Training

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
Program Director training: Program director attendance at conferences required by the program sponsor: 8 trainings x \$75 registration, \$50 per day diem x 8 = 1000- Daily Rate of 125	0	1,000	1,000
<b>Category Totals</b>	0	1,000	1,000

### Member Training

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
Member Development/Communication: 4 Mounds Team Building/communication training; 2 trainings per year at \$600 each= \$1200- Daily Rate of 600	0	1,200	1,200
Member Orientation and ongoing training: Member Orientation (Portfolios, handbooks, printed materials and other training supplies as needed. \$30 x 50 members=1500. 3 day orientation training for fall and summer members. Ongoing monthly training for both fall and summer members.)- Daily Rate of 30	0	1,500	1,500
<b>Category Totals</b>	0	2,700	2,700

## H. Evaluation

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
Program Evaluation to support AmeriCorps program Evaluation Plan: Program Evaluation conducted by outside evaluator (\$58/hr for 20 hours=\$1,160)- Daily Rate of 58	0	1,160	1,160
AmericaLearns Data Collection System: CNCS Approved AmericaLearns Data Collection System for collection of raw data by AmeriCorps Members = \$6,000- Daily Rate of 0	4,648	1,352	6,000
<b>Category Totals</b>	4,648	2,512	7,160

## I. Other Program Operating Costs

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
Criminal History Background Checks: Background Checks (53 x \$54 each = 2916. Includes FBI, state of residence and state of service checks for 49 members and 4 site summer supervisors. No funds budgeted for 2 program staff- no expected turn-over.	2,862	0	2,862
Site Liability Insurance: \$500 flat rate	0	500	500
Member Timekeeping System: Member Timekeeping System (\$16 x 49 members=\$784)	0	784	784
AmeriCorps Director Cell Phone: Program Director cell phone/lpad combo \$60 x 12= \$720 (negotiated rate per sponsor); For AmeriCorps Program/Staff use only.	0	720	720
Member Assistance Program (MAP): Member Assistance Program from ASC- \$250 Enrollment + \$10 x 49 = \$740	740	0	740
AmeriCorps Program Technology Replacement: AmeriCorps Staff Tech Replacement cost & timeline per Host Org Tech Replacement Policy(Yr 2: Coordinator Laptop Computer + 2 monitors, Mouse & keyboard \$2800)	2,800	0	2,800
<b>Category Totals</b>	6,402	2,004	8,406
<b>Section Totals</b>	90,986	52,656	143,642
<b>PERCENTAGE</b>	63%	37%	

## Section II. Member Costs

### A. Living Allowance

Item -# Mbrs w / Allow -Allow ance Rate -# Mbrs w/o Allow	CNCS Share	Grantee Share	Total Amount
Full Time (1700 hrs): 1 Member(s) at a rate of 16150 each Members W/O allow ance 0	0	16,150	16,150
1-Year Half Time (900 hours): 0 Member(s) at a rate of 0 each Members W/O allow ance 0	0	0	0
2-Year Half Time (1st Year): Member(s) at a rate of each Members W/O allow ance	0	0	0



2-Year Half Time (2nd Year): Member(s) at a rate of each Members W/O allowance	0	0	0
Reduced Half Time (675 hrs): 11 Member(s) at a rate of 6410 each Members W/O allowance 0	25,510	45,000	70,510
Quarter Time (450 hrs): 3 Member(s) at a rate of 4275 each Members W/O allowance 0	12,825	0	12,825
Minimum Time (300 hrs): 34 Member(s) at a rate of 2850 each Members W/O allowance 0	38,150	58,750	96,900
Three Quarter Time (1200 hours): 0 Member(s) at a rate of 0 each Members W/O allowance 0	0	0	0
Abbreviated Time (100 hrs): Member(s) at a rate of each Members W/O allowance	0	0	0
<b>Category Totals</b>	76,485	119,900	196,385

## B. Member Support Costs

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
FICA for Members: .0765 X 196385= \$15023	15,023	0	15,023
Worker's Compensation: .032 x 196385= 6284	6,284	0	6,284
Health Care: \$400*12 / FT member = 4800	4,800	0	4,800
<b>Category Totals</b>	26,107	0	26,107
<b>Section Totals</b>	102,592	119,900	222,492
<b>PERCENTAGE</b>	46%	54%	

## Section III. Administrative/Indirect Costs

### A. Corporation Fixed Percentage

Item -Calculation	CNCS Share	Grantee Share	Total Amount
Corporation Fixed Amount: Corporation Fixed Amount @ 5.26% x CNCS share section I + CNCS share section II x 60%= \$6109 Grantee share = 10% total section I + total section II = \$36613	6,109	36,613	42,722
Commission Fixed Amount: ICVS Fixed Amount @ 5.26% X CNCS section I + CNCS section II x 40%= \$4073	4,073	0	4,073
<b>Category Totals</b>	10,182	36,613	46,795

### B. Federally Approved Indirect Cost Rate

Calculation -Cost Type -Rate -Rate Claimed -Cost Basis	CNCS Share	Grantee Share	Total Amount
<b>Category Totals</b>	0	0	0
<b>Section Totals</b>	10,182	36,613	46,795

<b>PERCENTAGE</b>	22%	78%	
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<b>Budget Totals</b>	203,760	209,169	412,929
<b>PERCENTAGE</b>	49%	51%	
<b>Total MSYs</b>	13.18		
<b>Cost/MSY</b>	15,460		

## Source of Funds

Section	Match Description	Amount	Classification	Source
Source of Funds	Dubuque Community School District (secured)	45,000	Cash	State/Local
	St Mark Youth Enrichment (Secured)	15,750	Cash	Private
	Dubuque Community School District (Secured)	28,050	In Kind	State/Local
	City of Dubuque (Secured)	120,369	Cash	State/Local
Total Source of Funds		209,169		

**City of Dubuque  
City Council Meeting**

**Consent Items # 10.**

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**ITEM TITLE:** Intent to Apply for City of Dubuque AmeriCorps Program: Creating Opportunities

**SUMMARY:** City Manager recommending approval to apply for City of Dubuque AmeriCorps Program: Creating Opportunities grant in the amount of \$110,000.

**RESOLUTION** Authorizing the Mayor to execute an application for the City of Dubuque Americorps Program: Creating Opportunities and Authorizing the Leisure Services Manager and the City Manager to approve the application

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

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
AmeriCorps Creating Opportunities Grant-MVM Memo	City Manager Memo
Staff memo	Staff Memo
Resolution	Resolutions
Grant Narrative	Supporting Documentation
Grant Budget	Supporting Documentation
Grant Budget Narrative	Supporting Documentation



**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Intent to Apply for City of Dubuque AmeriCorps Program: Creating Opportunities

**DATE:** July 1, 2021

Leisure Services Manager Marie Ware recommends City Council approval to apply for City of Dubuque AmeriCorps Program: Creating Opportunities grant in the amount of \$110,000.

This formula-funded grant is a continued effort to support Teen Mentoring programs through Leisure Services, the Multicultural Family Center, and Hillcrest Family Services - Mentor Dubuque, expanding teen programs from summer-only into year-around programming. This grant will provide 2 full-time positions and 1 part-time position with Hillcrest Family Services - Mentor Dubuque, and 1 full-time positions with the Multicultural Family Center. The grant will also provide 5 minimum-time (300 hour) positions that will support the Multicultural Family Center's summer STEP program and 5 positions to support the Leisure Services Summer Teen Night Programs. These positions will work together to support teens to develop connections to their community through teen-focused programs that will provide structured and unstructured mentoring, community and health education, equity engagement and workforce development opportunities.

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

The City of Dubuque proposes to have 14 AmeriCorps members who will develop and implement teen programming in Dubuque, IA. At the end of the program year, the AmeriCorps members will be responsible for a change in teenaged youths' knowledge of social-emotional skills and knowledge of career opportunities. In addition, the AmeriCorps members will leverage 100 volunteers who will be engaged in mentoring teens and supporting teen programming. This program will focus on the Corporation for

National and Community Service (CNCS) focus areas of Education and Economic Opportunity. The CNCS investment of \$110,000 will be matched with \$50,191, \$29,816 in public funding and \$20,375 in private funding.

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  
Cori Burbach, Assistant City Manager  
Marie Ware, Leisure Services Manager

**TO:** Michael C. Van Milligen, City Manager  
**FROM:** Marie Ware, Leisure Services Manager  
**SUBJECT:** Intent to apply for City of Dubuque AmeriCorps Program: Creating Opportunities  
**DATE:** 6/30/2021

## **INTRODUCTION**

The purpose of this memorandum is to request approval to apply for City of Dubuque AmeriCorps Program: Creating Opportunities.

## **DISCUSSION**

This formula-funded grant is a continued effort to support Teen Mentoring programs through Leisure Services, the Multicultural Family Center, and Hillcrest Family Services - Mentor Dubuque, expanding teen programs from summer-only into year-around programming. This grant will provide 2 full-time positions and 1 part-time position with Hillcrest Family Services - Mentor Dubuque, and 1 full-time positions with the Multicultural Family Center. The grant will also provide 5 minimum-time (300 hour) positions that will support the Multicultural Family Center's summer STEP program and 5 positions to support the Leisure Services Summer Teen Night Programs. These positions will work together to support teens to develop connections to their community through teen-focused programs that will provide structured and unstructured mentoring, community and health education, equity engagement and workforce development opportunities.

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

Anticipated Amount: \$160,191.00

Match Required: Yes

Match Amount: \$49,659.21

- City of Dubuque: \$29,816 through Cash which is already budgeted and In-Kind Support
- Hillcrest Family Services: \$20,375 through Cash Support

Application Due Date: 6/4/2021

Anticipated Notification Date: 7/30/2021

Anticipated Receipt of money: 9/1/2021

Departments Involved: Leisure Services

Due to a new city grant processing system and process and staffing changeovers this memo was delayed from the time the grant was applied to proposed City Council approval of application.

### **GRANT OBJECTIVE**

The City of Dubuque proposes to have 14 AmeriCorps members who will develop and implement teen programming in Dubuque, IA. At the end of the program year, the AmeriCorps members will be responsible for a change in teenaged youths' knowledge of social-emotional skills and knowledge of career opportunities. In addition, the AmeriCorps members will leverage 100 volunteers who will be engaged in mentoring teens and supporting teen programming. This program will focus on the CNCS focus areas of Education and Economic Opportunity. The CNCS investment of \$110,000 will be matched with \$50,191, \$29,816 in public funding and \$20,375 in private funding. There is a future opportunity to reapply for these funds, at this time.

### **GOAL(S) ADDRESSED**

**Council Goal: Partnership for a Better Dubuque: Building our Community that is Viable, Livable and Equitable**

#### Outcome(s)

Become an inclusive and welcoming community for all

Have non-profit institutions, private businesses and educational institutions contributing toward implementation of the Imagine Dubuque plan

Have opportunities for residents for upward mobility and empowerment across all demographics

#### Value(s)

Access to wealth and social capacity – financial, spiritual, social, etc

Leveraging community resources in order to accomplish more than tax revenues

Sense of community pride and commitment to the Dubuque community

### **ACTION STEP**

I am requesting that you approve my recommendation to apply for City of Dubuque AmeriCorps Program: Creating Opportunities.

CC: Jennifer Larson, Director of Budget and Finance  
Cassie Ross, Assistant Director of Finance

MW/hs



**RESOLUTION NO. \_\_\_\_ - \_\_**

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION FOR THE CITY OF DUBUQUE AMERICORPS PROGRAM: CREATING OPPORTUNITIES AND AUTHORIZING THE LEISURE SERVICES MANAGER AND THE CITY MANAGER TO APPROVE THE APPLICATION**

Whereas, the City of Dubuque has administered City of Dubuque AmeriCorps Program: Creating Opportunities since June 2021; and

Whereas, the City of Dubuque proposes to continue administering the City of Dubuque AmeriCorps Program: Creating Opportunities.

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

Section 1. That the Mayor hereby is authorized and directed to submit an application for the City of Dubuque AmeriCorps Program: Creating Opportunities on behalf of the City of Dubuque.

Section 2. That the Leisure Services Manager and the City Manager are hereby authorized to approve the application that is submitted to Adam Lounsbury.

Section 2. That the City Manager is hereby authorized and directed to forward said application and resulting standard executed contract to the respective agencies in a timely fashion and as required by the Volunteer Iowa.

Passed, approved and adopted this 5th day of July 2021.

\_\_\_\_\_  
Roy D. Buol, Mayor

Attest:

\_\_\_\_\_  
Adrienne N. Breitfelder, City Clerk

## PART I - FACE SHEET

### APPLICATION FOR FEDERAL ASSISTANCE

Modified Standard Form 424 (Rev.02/07 to confirm to the Corporation's eGrants System)

#### 1. TYPE OF SUBMISSION:

Application ☒ Non-Construction

2a. DATE SUBMITTED TO CORPORATION FOR NATIONAL AND COMMUNITY SERVICE (CNCS):

3. DATE RECEIVED BY STATE:

04-JUN-21

STATE APPLICATION IDENTIFIER:

2b. APPLICATION ID:

21AC234652

4. DATE RECEIVED BY FEDERAL AGENCY:

FEDERAL IDENTIFIER:

18AFHIA0010011

#### 5. APPLICATION INFORMATION

LEGAL NAME: City of Dubuque

UEI NUMBER:

DUNS NUMBER: 093105302

ADDRESS (give street address, city, state, zip code and county):

2200 Bunker Hill Rd

Dubuque IA 52001 - 3010

County: Dubuque

NAME AND CONTACT INFORMATION FOR PROJECT DIRECTOR OR OTHER PERSON TO BE CONTACTED ON MATTERS INVOLVING THIS APPLICATION (give area codes):

NAME: Heather M. Satterly

TELEPHONE NUMBER: (563) 690-6171

FAX NUMBER:

INTERNET E-MAIL ADDRESS: hsatterl@cityofdubuque.org

6. EMPLOYER IDENTIFICATION NUMBER (EIN):

426004596

7. TYPE OF APPLICANT:

7a. Local Government - Municipal

7b. Local Government, Municipal

8. TYPE OF APPLICATION (Check appropriate box).

☐ NEW

☐ NEW/PREVIOUS GRANTEE

☒ CONTINUATION

☐ AMENDMENT

If Amendment, enter appropriate letter(s) in box(es):



A. AUGMENTATION

B. BUDGET REVISION

C. NO COST EXTENSION D. OTHER (specify below):

9. NAME OF FEDERAL AGENCY:

**Corporation for National and Community Service**

10a. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 94.006

10b. TITLE: AmeriCorps State

11.a. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:

City of Dubuque Creating Opportunities AmeriCorps Program

12. AREAS AFFECTED BY PROJECT (List Cities, Counties, States, etc):

Dubuque, IA

11.b. CNCS PROGRAM INITIATIVE (IF ANY):

13. PROPOSED PROJECT: START DATE: 09/01/21 END DATE: 08/31/22

14. CONGRESSIONAL DISTRICT OF: a.Applicant  b.Program

15. ESTIMATED FUNDING: Year #:

a. FEDERAL \$ 110,000.00

b. APPLICANT \$ 50,191.00

c. STATE \$ 0.00

d. LOCAL \$ 0.00

e. OTHER \$ 0.00

f. PROGRAM INCOME \$ 0.00

g. TOTAL \$ 160,191.00

16. IS A APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

☐ YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:

DATE:

☒ NO. PROGRAM IS NOT COVERED BY E.O. 12372

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

☐ YES if "Yes," attach an explanation. ☒ NO

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. TYPED NAME OF AUTHORIZED REPRESENTATIVE:

Heather M. Satterly

b. TITLE:

AmeriCorps Director

c. TELEPHONE NUMBER:

(563) 690-6171

d. SIGNATURE OF AUTHORIZED REPRESENTATIVE:

e. DATE SIGNED:

06/04/21

# **Narratives**

## **Executive Summary**

The City of Dubuque proposes to have 14 AmeriCorps members who will develop and implement teen programming in Dubuque, IA. At the end of the program year, the AmeriCorps members will be responsible for a change in teenaged youths' knowledge of social-emotional skills and knowledge of career opportunities. In addition, the AmeriCorps members will leverage 100 volunteers who will be engaged in mentoring teens and supporting teen programming.

This program will focus on the CNCS focus areas of Education and Economic Opportunity. The CNCS investment of \$110,000 will be matched with \$50,191, \$29,816 in public funding and \$20,375 in private funding.

## **Rationale and Approach/Program Design**

### **Theory of Change**

Teenaged youth in Dubuque are in crisis. According to the 2018 Iowa Youth Survey, only 82% of Dubuque County youth felt that they have someone they can talk to within their homes compared to 84% of Iowa youth, and less than 82% of Dubuque County youth felt that the adults in the community care about students. Only 60% of Dubuque County youth feel that adults in the community let youth know that they are proud of them, compared to 61% of Iowa youth. Since 2014, the percentage of Dubuque County youth taking the Iowa Youth Survey who agreed that adults in their community let them know they are proud of them when they do something well decreased by 9%, compared to all Iowa youth decreasing by 10.9%. Overall, from 2012 to 2018, the percentage of Iowa Youth who reported having a plan to kill themselves within the past year increased by 53.0%. In Dubuque County, youth reporting plans to kill themselves rose from 6.4% in 2012 to 10.5% in 2018; with an alarming increase from a reported 6.2% in 2016 to 10.5% in 2018. One in ten students taking the Iowa Youth Survey in 2018 reported they had a plan to kill themselves in the past twelve months. From 2016 to 2018, the percent of Dubuque County 8th grade students who reported having a plan to kill themselves within the past year increased from 6.8% to 13.5%. Of the Dubuque County youth surveyed in 2018, 21% of youth identified as another race besides white (up from 14% in 2014); 6% of youth were made fun of because of their race or color (up from 5% in 2014); 31% disagreed that students were respected for their differences (up from 21% in 2014); and 11% disagreed that adults respected differences in students (up from 8% in 2014). Dubuque teens are also struggling with risk-taking behaviors and criminal activity. Data received from Dubuque Police for the timeframe of January 2016 through November 2018 show 1,932 criminal charges were reported involving youth

## **Narratives**

aged 9-17. Of the 1,932 charges reported, some of these charges belong to the same individuals, with a total of 1,524 arrests during this time span. A breakdown of ages of individuals charged shows that the older a student is, the more likely they are to engage in risk taking and law-breaking behaviors. The top five charges were disorderly conduct, assault, theft, criminal mischief, and interference with official acts. 195 charges were drug-related, including drug possession, unlawful possession of prescription drugs and possession of drug paraphernalia. 133 charges were alcohol-related, including consumption, OWI, possession and public intoxication. Youth were more likely to be engaged in risk-taking and unlawful behavior during after-school and evening hours, with 767 arrests occurring between 2:30pm to 10pm. From 2012 to 2018, according to the Iowa Youth Survey, the percentage of Dubuque County youth reporting most of their school peers feel it would be wrong or very wrong for them to use any illegal drug other than alcohol, cigarettes, or marijuana decreased from 83.9% to 79.6%.

Our program utilizes a two-pronged approach to our community's problem of teens in crisis. The first prong revolves around creating a positive connection between teens and adults through-out the year, while the second prong focuses on fostering resiliency and curbing risk-taking behaviors by giving teens safe and positive programming options during after-school time and summer months. The first prong of our program is focused on developing positive connections between teenaged youth and positive adult role models to support teens through crisis through year-long programming. During the year, six Full-Time AmeriCorps members will serve with community-centered programs to develop positive relationships between teenaged youth and adult role models, while during the summer, 10 Minimum-Time and 5 Affiliate-Time Members will develop and implement positive and enriching summer programs to build community within and around Dubuque teens. Our program believes that utilizing AmeriCorps members to develop and increase opportunities for community connection, as well as fostering direct connections with youth will create and foster resiliency among these youth. In contexts of risk, relationships are crucial to mitigating the negative impact of toxic environments. Resilience, the capacity to overcome adversity, is facilitated by those who engage with the child (Masten, 2001; Rutter, 2012). Hillcrest Family Services will have 3 Full-Time members: The Teen Education Specialist, the Match Specialist and the Mentor Specialist. The Match and Mentor Specialists will support their Mentor Dubuque program, fostering positive community-based mentoring relationships between youth and adults. These AmeriCorps members will identify at-risk youth who would benefit from mentoring and the safe, positive adult role model that the youth will be paired with, creating 30 new mentoring relationships. The AmeriCorps members will follow the

## **Narratives**

relationship, checking in on all aspects of the relationship while providing opportunities for new experiences within the community. The Teen Education Specialist will support their teenaged youth community education programming focusing on teen pregnancy, smoking cessation, and opioid education. The Multicultural Family Center will have two Full-Time Members. The Teen Engagement Specialist will develop and enhance connections with the teenaged youth populations of Dubuque. This AmeriCorps member will interact directly with over 25 community youth to build positive relationships and increase attendance within teen-related after-school and summer programming. The Academic Advocate will support the newly created Future-Bound Program, focused specifically on supporting Teens from communities of color, marginalized communities, and low-income families to help these students identify the correct coursework and career preparations to set them up for post-secondary education, trade school or post-High School work. The City of Dubuque Engineering Department will have one Full-time member serving as the as the Career Specialist. This member will engage at-risk teens in job-shadowing experiences and summer-internship opportunities within municipal and civic careers. This member will provide 1 on 1 career coaching and mentorship to the teens. Youth with a positive adult connection had significantly higher odds of good school performance, and lower odds of alcohol use, violence involvement and violence witnessing (Culyba, Alison J., et al).

The second prong of our program utilizes AmeriCorps members to engage teens during out-of-school time and during the summer through teen programs. During the summer, the Multicultural Family Center will host Minimum-Time AmeriCorps members will serve with the Multicultural Family Center to provide small group mentoring to a total of 40 teens between the ages of 12-17 during the summer. During 2 separate sessions, 20 teens will receive small group mentoring from AmeriCorps Members 4 times per week for 4 weeks. These teens experience workforce engagement, service projects, engagement in topics around Diversity, Equity and Inclusion, and post-secondary education experiences in a safe, controlled environment. These teens will develop skills and gain resources that will help them seek future employment, giving them access to opportunities that they would not have previously had, as well as adult mentors who will be able to guide them. Evidence is clear that social connections are important determinants of healthy adolescent development (Ewell Foster, Cynthia, et al). The Out-of-School teen programming is tailored to provide experiences with positive adults that are interested in furthering teen futures. The City of Dubuque's Leisure Services Department will host five Minimum-Time AmeriCorps members to provide small group enrichment to 25 teens during the summer-evenings with community teens. These members expand teen night programming to

## **Narratives**

multiple times a week to ensure that youth are supported by positive adults through meaningful engagement, while also keeping teens engaged productively and are not engaging in unlawful behavior. These AmeriCorps Members will partner with the Multicultural Family Center, Carnegie-Stout Public Library, and other community organizations to provide active and engaging teen programs to increase community connections. Most of the summer teen programming will be held at one of our city parks or with park staff along corridors where teens are shown to be arrested and charged with crimes. Providing thoughtful programming that engages the three pillars of the National Park and Recreation Association, conservation, health and wellness, and social equity, is the best practice for teens to feel connected to their city parks and provide positive outlets. Two-thirds of survey respondents agree that offering a safe space to play is a top benefit of their park and recreation agencies' OST (Out-of-School Time) programs. Similarly, 46 percent of park and recreation professionals report that another benefit of OST program is providing a free or affordable space that encourages healthy, physically active lifestyles through play, swimming, exercise, and sports (National Parks and Recreation Association, 2018).

The program proposes the development of a third-prong to our program, focused on developing a Youth AmeriCorps Program for Dubuque Teens. The program will host five Affiliate-Time AmeriCorps Members that will consists of teens ages 17-19. This program will be the third tier of the STEP program and will consist of students who have completed STEP and are active participants in the Future-Bound program. These 5 youth will serve the Dubuque Community during a six-week summer municipal career exploration program. Each youth will be assigned to two different city departments for 3-week service stints. The departments will be selected based on their capacity to support a Youth AmeriCorps Member, their proposals for a Youth AmeriCorps Member project, the project's criteria to not meet prohibited activities and the program's own grant criteria, and finally- the interest of the Youth AmeriCorps Member's Career path. This municipal career exploration is vital for the City of Dubuque and for teens from minority communities. The City of Dubuque's staffing is predominantly made up of white males. The City of Dubuque expects over 50% of it's workforce to retire in the next 10 years, creating many openings in leadership. With seasonal positions, as of March 16, 2021, we have a total of 740 employees. Breakdown by race and gender for those are as follows: Male = 66% ,Female = 34%; White = 92.5%, Black = 4.5%, Hispanic = 2%, Asian = 0.75, Native American = 0.25%. The municipal career exploration focus could lead to a marked change in the make-up of our workforce in the future. The Academic Advocate and the Career Specialist will serve together to identify 5 at-risk teens to enroll in career exploration programming and will provide

## **Narratives**

ongoing coaching and mentoring to the youth enrolled in the Program, while the MFC Teen Coordinator will serve as their site supervisor.

### **EVIDENCE BASE**

Our program falls into the Pre-preliminary evidence tier as a proposed evidence-informed program. Our program has previously been implemented in a past program year as an education-based program, we have continued to grow in our partnerships to expand the program. With this growth, we have determined that our program would be better suited to address the community needs of teen mental health and teen workforce development. Our program previously saw the success of the Multicultural Family Center's Summer Teen Empowerment Program (STEP, previously known as YEPP), which saw 35 out of 40 at-risk teens complete a summer mentoring and workforce development program in Summer 2019 and 18 of 21 at-risk teens in Summer 2020. The success of the STEP program, the lack of other teen opportunities in Dubuque, and the increasing number of teens experiencing crisis helped our program determine that utilizing AmeriCorps can help meet these community needs. Recently, the 2018 Iowa Youth Survey results were published by the Iowa Department of Public Health showing that teenaged youth are struggling with mental health, suicide, and risk-taking behaviors. Additionally, our program was able to review detailed arrest records from the Dubuque Police Department of youth ages 9 - 17, which showed us that teens are engaging in unlawful and risk-taking behavior. Teenaged youth are an inherently underserved population that is typically difficult to serve. Our program was unable to find a community-based program that served teenaged youth that our partners (a mentoring organization, a city recreation department, and a community center) would be able to replicate with fidelity. This led our program to research best practices in teen programming from across the country and in Iowa. Many Iowa communities of Dubuque's size do not have the capacity to serve teens through free, community-based programming, which led us to look at best practices from the National Parks and Recreation Association to focus on out-of-school time programming to reduce unlawful and risk-taking behaviors in teens by giving them options during their out-of-school time. Additionally, our program wanted to help support teens in crisis by fostering resiliency. Research has shown that resiliency increases when youth relate to positive adult role models, leading our program to aim to create mentoring relationships with teenaged youth. There is very little data on Dubuque teens, so our program will collect data on the knowledge of social-emotional skills of the teens who participate in these community-based teen programs to gauge an increase in their knowledge and an eventual change in behavior. The program will work to contact teens who have graduated from STEP to determine if the program assisted them



## **Narratives**

in workforce readiness.

Additionally, our program has shown that we are serving significant numbers of youth who are an underrepresented population. The program heavily supports the Multicultural Family Center, which is the only community center in the Greater Dubuque Area that focuses on supporting families from diverse backgrounds, races, religions, and cultures. Each year, over 60% of youth served by the Multicultural Family Center were students of color. In the Mentor Dubuque program, 68% of youth served at on welfare, 21% are a racial minority, 21% have an Individualized Education Plan and 7% are a rural population. In both programs, we do have anecdotal data on students who identify as transgender and non-binary on the gender spectrum. Our program has worked closely with key organizations in Dubuque to bring positive role models into the lives of youth. Our program is actively creating space for youth to be themselves, to value their identities and embrace new experiences.

### **NOTICE PRIORITY**

The program fits with the 2021-2022 CNCS priority areas of programs that actively engage in removing structural racial inequities, advancing racial equality, and increasing opportunity to achieve sustainable change in communities and the Priority of Economic Opportunity. Additionally, the program does fit with several of our State of Iowa priorities based on the I CVS State Service Plan: 1) comprehensive community strategy 2) engage underrepresented populations and those that provide a high return on investment 3) address disparities with minority populations 4) Governor's priority areas of Future Ready Iowa, enrichment; and 5) actively participate in A-DRT. Additionally, one of our Host Sites- Mentor Dubuque, is certified through the Iowa Mentoring Partnership. The program fits into the following priorities based on Iowa Code: Summer Youth Corps through the Multicultural Family Center STEP Program, where students receive workforce development, service learning, high school credit and the ability to earn a paid stipend as well as the new implementation of a Youth AmeriCorps Program.

### **MEMBER EXPERIENCE**

Member experience is a priority of our program. Development begins with the recruitment process where the Director strategically recruits, interviews and places members from our community to the site that is the best fit for each member. During their year of service, members are challenged to develop personally and professionally. Members are supported and developed at their host site in partnership with their site supervisors. The Director takes a personal, 1-1 approach with every member to challenge them in different ways. This can include community presentations, mentoring other members, applying for graduate school, or leading service projects. Members also gain important

## **Narratives**

experiences through our Days of Service which are conducted in partnership with Dubuque's National Service Partnership (DNSP), a collaboration of area national service members and programs. Through National Days of Service and DNSP, members learn about their community, network with other national service members, and participate in service opportunities. Members are provided 12 hours of orientation consisting of general information on the Corporation for National and Community Service (CNCS), AmeriCorps and the Iowa Commission on Volunteer Service (ICVS). The program reviews member's rights and responsibilities, code of conduct, prohibited activities, Drug Free Workplace Act, grievance procedures, suspension and termination procedures, sexual harassment, and discrimination policies. Members review and sign the Member Service Agreement which includes the review of the National Criminal History Background Check, prohibited activities and grievance procedure. Members are trained on data collection, time sheets, and other program specific information. Additionally, members participate in 4 hours of communication training through a low/high ropes course to provide individual and team challenges, as well as 21 hours of training, spread out over monthly meetings, focused on Diversity, Equity, and Inclusion, ensuring that members can provide the best support to students from different cultures and backgrounds. Members are provided intensive on-site training and orientation at their host site. Finally, all members develop and present a reflection project during our End of Service Ceremony and Life After AmeriCorps Training.

### **Organizational Capability**

#### **ORGANIZATIONAL BACKGROUND AND STAFFING**

The City of Dubuque has sponsored an AmeriCorps Program since 2007. The City of Dubuque is a Municipal Corporation governed by an elected mayor and six-member council. The City relies on its expert personnel to plan and implement the grant and provides in-kind administration, personnel and fiscal support. The City Council reviews the grant and budget documents each year. The AmeriCorps Director, Heather Satterly, a 3-term AmeriCorps alum, has been the Director since 2017, in addition to working in Iowa AmeriCorps Grant Management for 3 previous years. Sarah Berna, an AmeriCorps Alum, is the current AmeriCorps Coordinator for the program, providing compliance monitoring and technical assistance to Members. Sarah previously worked as a temporary coordinator for the program's planning grant, as well as a Site Supervisor for the Summer Teen Night Program's AmeriCorps Members, as well as an outside contractor for developing virtual curriculum for COVID-19 Virtual Tutoring. Sarah is a certified teacher with a background in Elementary Education. Marie Ware, Leisure Services Department Manager, oversees the activities of the AmeriCorps Director and members. Marie has been directly and indirectly involved with grant award management for over

## **Narratives**

twenty-five years for three cities and a non-profit agency. Elena Fox serves as the Grant Financial Analyst for the AmeriCorps Program. She has a Bachelor & Masters degree in Business Administration and has overseen the fiscal responsibilities of the program since 2020. Elena is a former Intelligence Analyst for the United States Marine Corps. Cassie Ross, Finance Manager, & Jennifer Larson, Finance and Budget Director, have been monitoring the AmeriCorps Finances since 2019.

### **COMPLIANCE AND ACCOUNTABILITY**

Our program strongly believes in compliance and accountability. The program prides itself in having a reputation as a high functioning, low risk program and has a complete plan for compliance and accountability. The Director ensures site supervisors and host sites fully understand the prohibited activities, non-duplication and non-displacement guidelines, and all other rules and regulations through service agreements and training. The Director also conducts at least two site visits a year, as well as a mid-term review to ensure rules and regulations are being followed. The Director keeps lines of communications open between members and site supervisors to ensure compliance and accountability. The Director monitors the activities being performed through ongoing communication with members and site supervisors. The Director can visit any site, at any time without prior appointment. Should a compliance issue be suspected or arise, the Director holds a meeting with all parties involved to review guidelines and design a corrective action plan. If compliance issues continue to be a concern the members are removed from their assigned placement until the site can ensure all activities fall within the AmeriCorps guidelines. If compliance issues are not corrected, or re-appear, the Director will no longer place members at the host site. Lastly, the program manages and implements its program with limited compliance issues. Our staff takes CNCS' Criminal History Record Check very seriously as well as the following program management policies: time sheets, in kind documentation, position descriptions, Member Service Agreements, Host Site Agreements, mandatory training requirements, corrective action forms, midterm and end of year evaluations, grievance, termination of service, drug free workplace, sexual harassment, prohibited activities and unallowable activities. Our systems follow this cyclical pattern: follow, monitor, review and update to detect instances of risk or noncompliance. The AmeriCorps Director runs all background checks on members. As these checks are completed, the Director completes I CVSs NSCHC Document Checklist and attaches it to copies of all Background checks. Additionally, copies of all checks are kept in the members electronic file, as well as in a hard copy format. The AmeriCorps Coordinator reviews all background checks to ensure compliance. The Director and Coordinator conduct member and staff file audits twice a year and works closely with its expert fiscal staff to ensure compliance.

## **Narratives**

### **CULTURE THAT VALUES LEARNING**

As part of the City of Dubuque, our program believes in creating an equitable community of choice by being a data-driven & outcome focused high performance government built on four pillars: Equity, Resiliency, Sustainability and Compassion. The City of Dubuques City Council develops and sets goals, policy agenda top priorities and high priorities, as well as management agenda top priorities and high priorities based on the Citys mission and vision statements. These goals and priorities set the tone and expectations of the City governments plan for the next 2 years, driving each department and division within the organization to collect data, measure performance, and continually strive to create meaningful impact for its community members. All departments, including AmeriCorps, have performance measures that connect to the Citys goals and priorities. Data is collected on a regular basis and reported annually to the City Council and the community in the Citys annual budget review process. During this budget review process, all departments present the last years performance measures and impacts to the City Council for a decision on the next years budget and goals.

### **MEMBER SUPERVISION**

All of our members receive two layers of supervision. First, every host site designates a site supervisor. Each site supervisor provides daily supervision to their members and conducts biweekly, 1-1 meetings with each of their members for clear guidance. Site supervisors also provide on-site training as described previously and observations by the site supervisor to ensure accurate interventions. Second, the Director serves as an added level of supervision for all members. The Director meets regularly with each member to discuss progress and ensure member activities fall within allowable activities. The Director has an open door policy and members may contact via in-person meeting, email, phone, or text at any time for any reason. Each site supervisor is trained by the Director. Training occurs before members arrive on site and are completed in person, 1-1, as well as in recorded webinar format to review overall program changes. The site supervisor training consists of an overview of the CNCS and ICVS, member responsibilities, supervisor responsibilities and host site agreements, in-kind match documentation, time sheets, data collection, prohibited activities and unallowable activities including nonduplication and nondisplacement. Site supervisors can contact the Director with questions/concerns at any time. The AmeriCorps brand is a high priority for our program. All members receive apparel and a photo id, both with the AmeriCorps logo. Members are required to wear their photo id at all times during service and are required to wear their AmeriCorps logo apparel at least once per week or more frequently if participating in a community event. All host sites are provided an "AmeriCorps Members Serve Here" sign and display it in a prominent location.

## **Narratives**

### **Cost Effectiveness and Budget Adequacy**

See Budget.

### **Evaluation Summary or Plan**

#### **EVALUATION PLAN**

##### **PROGRAM BACKGROUND/PROGRAM MODEL**

The City of Dubuque AmeriCorps Program has been extremely successful in its 21 years of operation, 14 of which have been under the leadership of the City of Dubuque. The program's success in the Dubuque community is apparent in the over 800 AmeriCorps alumni giving over 450,000 hours of service in our community. The program has typically been focused on education; however, the current iteration of the program focuses on supporting at-risk teens through mentoring and out of school programming around social-emotional learning and workforce development.

The AmeriCorps Program has become an important part of the organizations served. The AmeriCorps Program has partnered with the Multicultural Family Center since the MFC's inception and has been essential to the implementation of its programming. The MFC provides training to the AmeriCorps members that aligns with City priorities, AmeriCorps Program goals and MFC performance indicators. By creating this focus, The MFC's growth in teen programming since 2017 has steadily increased.

##### **SCOPE AND PURPOSE OF CURRENT EVALUATION**

The City of Dubuque AmeriCorps Program has decided to conduct an external impact evaluation of the Summer Teen Empowerment Program (STEP).

The purpose of this evaluation is to better understand the long-term impacts that the program has on community teens. The findings of the evaluation will help our AmeriCorps Program learn and grow to better support our students. Our intent, as a program and a partner in a community impact model, is to determine how effective our program is and to use this information to drive enhancements to our processes and procedures and inform future decision-making for our community.

##### **THEORY OF CHANGE**

Teenaged youth in Dubuque are in crisis. According to the 2018 Iowa Youth Survey, only 84% of

## Narratives

Iowa teens felt that they have someone they can talk to within their homes, and less than 83% of students felt that the adults in the community care about students. Only 61% of students feel that adults in the community let students know that they are proud of them. Since 2014, the percentage of all students taking the Iowa Youth Survey who agreed that adults in their community let them know they are proud of them when they do something well decreased by 10.9%. Overall, from 2012 to 2018, the percentage of students who reported having a plan to kill themselves within the past year increased by 53.0%. One in ten students taking the Iowa Youth Survey in 2018 reported they had a plan to kill themselves in the past twelve months. From 2012 to 2018, the percent of 6th grade students who reported having a plan to kill themselves within the past year increased by 71.1%. Dubuque teens are also struggling with risk-taking behaviors and criminal activity. Data received from Dubuque Police for the timeframe of January 2016 through November 2018 show 1,932 criminal charges were reported from youth aged 9-17. Of the 1,932 charges reported, some of these charges belong to the same individuals, with a total of 1,524 arrests during this time span. A breakdown of ages of individuals charged shows that the older a student is, the more likely they are to engage in risk taking and law-breaking behaviors. The top five charges were disorderly conduct, assault, theft, criminal mischief, and interference with official acts. 195 charges were drug-related, including drug possession, unlawful possession of prescription drugs and possession of drug paraphernalia. 133 charges were alcohol-related, including consumption, OWI, possession and public intoxication. Youth were more likely to be engaged in risk-taking and unlawful behavior during after-school and evening hours, with 767 arrests occurring between 2:30pm to 10pm. From 2012 to 2018, according to the Iowa Youth Survey, the percentage of students reporting most of their school peers feel it would be wrong or very wrong for them to use any illegal drug other than alcohol, cigarettes, or marijuana decreased from 86.3% to 82.2%. Our program utilizes a two-pronged approach to our community's problem of teens in crisis. The first prong revolves around creating a positive connection between teens and adults through-out the year, while the second prong focuses on fostering resiliency and curbing risk-taking behaviors by giving teens safe and positive programming options during after-school time and summer months. The first prong of our program is focused on developing positive connections between teenaged youth and positive adult role models to support teens through crisis. Our program believes that utilizing AmeriCorps members to develop and increase opportunities for community connection, as well as fostering direct connections with youth will create and foster resiliency among these youth. In contexts of risk, relationships are crucial to mitigating the negative impact of toxic environments. Resilience, the capacity to overcome adversity, is facilitated by those

## **Narratives**

who engage with the child (Masten, 2001; Rutter, 2012). During the year, six AmeriCorps members will serve with community-centered programs to develop positive relationships between teenaged youth and adult role models. The Teen Engagement At HFS, two FT members as the Match and Mentor Specialists, will support their Mentor Dubuque program, fostering positive community-based mentoring relationships between youth and adults. These AmeriCorps members will identify at-risk youth who would benefit from mentoring and the safe, positive adult role model that the youth will be paired with, creating 30 new mentoring relationships. The AmeriCorps members will follow the relationship, checking in on all aspects of the relationship while providing opportunities for new experiences within the community. The other FT member will support their teenaged youth community education programming as the Teen Education Specialist- focusing on teen pregnancy, smoking cessation, and opioid education. One Full-Time Member will serve with the Multicultural Family Center as the Academic Advocate, supporting Teens from communities of color and low-income families to help these students identify the correct coursework to set them up for post-secondary education. One Full-time member will serve with the City of Dubuque Engineering Department as the Career Specialist, helping engage teens in job-shadowing and internship opportunities within municipal careers. The Academic Advocate and the Career Specialist will serve together to identify 5 at-risk teens to enroll in career exploration programming inside of the City of Dubuque as Abbreviated-Time Youth AmeriCorps Members. These 5 students will serve the Dubuque Community during a six-week summer municipal career exploration program. Five of the MT AmeriCorps members will serve with the Multicultural Family Center to provide small group mentoring to a total of 40 teens during the summer. During 2 separate sessions, 20 teens will receive mentoring 4 times per week for 4 weeks. These teens experience workforce engagement, service projects, and post-secondary education experiences in a safe, controlled environment. These teens will develop skills and gain resources that will help them seek future employment, giving them access to opportunities that they would not have previously had, as well as adult mentors who will be able to guide them. Evidence is clear that social connections are important determinants of healthy adolescent development (Ewell Foster, Cynthia, et al). The second prong of our program utilizes 6 AmeriCorps members to engage teens during out-of-school time and during the summer through teen night programs. One FT AmeriCorps Member will serve with the Multicultural Family Center as the Teen Engagement Specialist to develop and enhance connections with the teenaged youth populations of Dubuque. These AmeriCorps members will interact directly with over 25 community youth to build relationships and increase attendance within teen-related after-school and summer programming.



## **Narratives**

Youth with a positive adult connection had significantly higher odds of good school performance, and lower odds of alcohol use, violence involvement and violence witnessing (Culyba, Alison J., et al). The Out-of-School teen programming is tailored to provide experiences with positive adults that are interested in furthering teen futures. The other five MT AmeriCorps members will serve with the City of Dubuque's Leisure Services Department providing small group enrichment to 25 teens during the evenings with community teens. These members expand teen night programming to multiple times a week to ensure that youth are engaged productively and are not engaging in unlawful behavior. These AmeriCorps Members will partner with the Multicultural Family Center, Carnegie-Stout Public Library, and other community organizations to provide active and engaging teen programs to increase community connections. Most of the summer teen programming will be held at one of our city parks or with park staff along corridors where teens are shown to be arrested and charged with crimes. Providing thoughtful programming that engages the three pillars of the National Park and Recreation Association, conservation, health and wellness, and social equity, is the best practice for teens to feel connected to their city parks and provide positive outlets. Two-thirds of survey respondents agree that offering a safe space to play is a top benefit of their park and recreation agencies, OST (Out-of-School Time) programs. Similarly, 46 percent of park and recreation professionals report that another benefit of OST programming is providing a free or affordable space that encourages healthy, physically active lifestyles through play, swimming, exercise, and sports (National Parks and Recreation Association, 2018).

### **OUTCOME OF INTEREST**

The outcome of interest underlying this impact evaluation is that students who have graduated from STEP will feel that the program helped them feel more connected to the community and helped prepare them for a job. This evaluation will study the response data collected from past graduates of the program.

### **EVALUATION RESEARCH QUESTIONS**

The impact evaluation will address the following three research questions:

- 1) What percentage of students that graduated from STEP report that the program helped their social-emotional well-being?
- 2) What percentage of students that graduated from STEP report that the program helped prepare them for the workforce?
- 3) What percentage of students that graduated from STEP remained involved in community

## **Narratives**

programming?

### **EVALUATION DESIGN**

We propose to use a longitudinal cohort design to track changes in student perceived knowledge gain from the program over time. The strengths of this design include being able to utilize existing data collected by our program and Multicultural Family Center. The AmeriCorps Program administers pre- and post-assessments to all STEP participants, holds the data, and regularly analyzes the accuracy of the data, contributing to the validity of the evaluation results.

This descriptive study allows us to consider gains or losses that occur after students complete the STEP program. It also allows us to compare these data between cohorts as our programming responses developed between cohorts.

This design allows our program to explore logical explanations for differences between cohort performance and allows our program to build a long-term research plan with this design. One of the downsides of this design is that it can take several years to acquire the data. Responses to the results are not implemented in the next program year. On the other hand, the responses are to a much more informed data set. So, instead of comparing only perceived knowledge gains with the current year's students with previous year's students, we can compare whether improvement overall persisted through time and make changes to our program that consider how we can most impact the students we serve. The positives of this design significantly outweigh the limitations. Our program will be able to utilize these long-term data to make changes to our program design and effectiveness.

### **DATA COLLECTION AND ANALYSIS PLAN.**

Our program utilizes data that has been previously collected in grant years related to student participant completion rates, as well as pre-post assessment data that is administered to each participant. Data is collected in the same way for every program year to ensure accuracy and consistency. Each program year's data is held by the program to allow for the program to compare which students are seen for multiple years. The program will only pull student data for students who met dosage and duration requirements of our program. The program will work directly with the Multicultural Family Center's staff and AmeriCorps members to pull contact information for all past participants. MFC AmeriCorps Members will be responsible for contacting past participants and administering a follow up assessment about their perceived knowledge gains in the program, as well as their perceived impact that the program has had on their ability to enter the workforce and

## **Narratives**

maintain a job. The estimated number for this population is 70.

Our evaluator analyzes this quantitative data and aggregates it into a report for our AmeriCorps Program, looking for themes, concerns, or outliers.

### **EVALUATOR QUALIFICATIONS**

Dr. Rachel Daack, PhD, of Clarke University, will work closely with the Program Director to develop and execute our impact evaluation. Dr. Daack has a BA in Global Studies, a MA in Geography and a PhD in Interdisciplinary Studies and currently served as a Professor of Sociology at Clarke University in Dubuque, IA. Dr. Daack has prior experience with the City of Dubuque AmeriCorps Program, as she conducted both the Outcome Evaluation (2018-2019) and Process Evaluation (2015-2016). Dr. Daack also provides evaluation services to several community organizations, which includes St. Mark Youth Enrichment and the Dubuque Dream Center, which support the Dubuque Campaign for Grade-Level Reading Initiative, making her an ideal evaluator for our program.

Heather Satterly is a 3-term AmeriCorps alum, and has been the AmeriCorps Director of the City of Dubuque AmeriCorps Partners in Learning Program since 2017. Heather has a BS degree in Recreation, Parks and Tourism Administration with an emphasis on Recreation Therapy from Western Illinois University. Heather has also previously worked for another competitively funded Iowa AmeriCorps Program as a Program Manager for 3 years. She organizes and maintains Student logs and Data Collection Submissions from AmeriCorps Members and handles the compilation of all member-student intervention data.

Jacqueline Hunter joined the Multicultural Family Center as Director in October 2018. She brings to the MFC 25 years of experience working in local government and public-school education. She is a Veteran of the Gulf War and is a graduate of Bethune-Cookman University and Nova Southeastern University. She is currently a doctoral student. Jacqueline is committed to initiatives that ensure families have a voice and a choice to achieve sustainable livelihoods they have a reason to value. She supports collaborations that empower local communities to identify and implement the projects they most need. Jacqueline oversees the overall operations and community collective impact of the MFC. Sarah Petersen has been the Multicultural Family Center Assistant Director since May 2013. She brings to the MFC over 25 years of experience working in the non-profit sector, specializing in program development and community engagement. Sarah has lived in Chicago, IL, Albuquerque, NM, San Francisco, CA and Galena, IL, and worked with diverse and marginalized populations in those communities. Sarah oversees programming and program operations for the MFC.

## Narratives

### BUDGET

Line Item Total Year 1 Year 2 Year 3 Notes

Staffing (Evaluator) \$3,000 \$1,000 \$1,000 \$1,000 \$50/hr @ 20 hours

### TIMELINE

In 2021-22, program staff will pull student data and will coordinate with MFC Staff to identify participant contact information in Q1. In Q2, program staff will provide a finalized list of past participants and their contact information to AmeriCorps Members. AmeriCorps Members will be trained on survey administration and data collection methods to ensure data is collected accurately and consistently. AmeriCorps Members will then begin to contact past participants and administer surveys. In Q3, AmeriCorps Members will continue to administer surveys and provide collected data to program staff. Program staff will provide the cleaned data to our external evaluator, who will begin the analysis. In Q4, Data will be analyzed by our outside evaluator and a report will be prepared for the final evaluation report for submission with our next application. The Evaluator, Program Staff and MFC staff will meet to review the report to determine a post-evaluation action plan to drive decision making for continuous improvements to reading interventions, delivery methods, member training, and/or management systems will be developed.

### Amendment Justification

NA

### Clarification Summary

NA

### Continuation Changes

2021-22 Clarifications:

Updated the budget to reflect the new Volunteer Iowa method for charging commission administrative costs as a "State Support & Monitoring fee" within the Other Program Operating costs.

Updated the budget to the awarded amount of \$109,920.

Updated the Performance Measure module with changes to the target numbers and 14 member/5.5 MSY allocation.

Re-aligned logic model targets to the approved MSY/member levels

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Updated the executive summary with changes to the award amounts and member/MSY counts.

### Grant Characteristics

## Performance Measures

**MSYs by Focus Area**



Table1: MSYs by Focus Areas

Focus Area	% MSYs
Education	100%

**MSYs by Objective**



Table2: MSYs by Objectives

Objectives	%MSYs
K- 12 Success	100%

**% of MSY NPM VS Applicant VS Not in ANY**

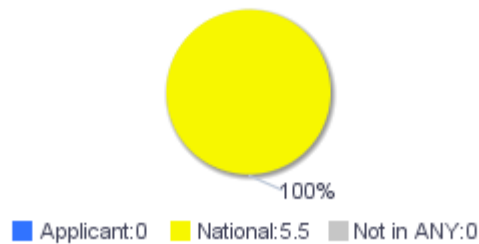


Table3: %MSYs by NPM vs.Applicant vs. Not in ANY

% MSYs	NPM	Applicant	Not in ANY
	100%	0%	0%

Table4: No of MSY and Members by Objective

Objectives	No of MSYs	No of Members
K- 12 Success	5.50	14
Total	5.50	14

Primary Focus Area: Education

Primary Intervention: Out- of- School Time

Secondary Focus Area:

Secondary Intervention:

Performance Measure: Teen Out-of-School Time Engagement

Focus Area: Education

Objective: K- 12 Success

No of MSY's: 5.50

No of Members: 14

**Problem Statement:**

As an underserved population in Dubuque, teenaged youth are experiencing mental health crisis and are more likely to participate in risk taking behaviors during the summer and out- of- school time when not engaged in structured programming.

**Selected Interventions:**

Out- of- School Time

**Describe Interventions:**

The City of Dubuque Creating Opportunities AmeriCorps Program will have 2 FT and 1 RHT AmeriCorps members supporting one on one mentoring for at risk teenaged youth in the Hillcrest Family Services Mentor Dubuque program AmeriCorps members will recruit and support positive mentoring relationships with teenaged youth and adult mentors who will meet for at least 1 hour a week for 50 weeks to improve the student's knowledge of their social- emotional skills. The Program will will have 1 FT year long and 5 MT summer AmeriCorps members supporting teen programming for at risk teenaged youth AmeriCorps members will recruit and support teen participation on Teen Night programming to increase their knowledge of social- emotional skills for 2 hours a week for 50 weeks or for at least 80 hours of Teen Night Programs.

**ED1A Output:**

ED1A: Number of individuals served

Target: 80 Individuals

Measured By: Tracking System

Described Instrument: AmeriCorps Members will record names of teenaged youth who participate in STEP and Teen Night programs and the Hillcrest Family Services Mentor Dubuque program. Teens will take a pre- assessment to measure their current knowledge of social- emotional skills.

**ED27C Outcome:**

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

Target: 64 Students

Measured By: Survey

Described Instrument: Names of teenaged youth who participated in Teen Nights programs for 2 hours a week for 50 weeks, STEP the 4 week summer program, or for at least 80 hours of Teen Night Programs or have completed the Hillcrest Family Services Mentor Dubuque program will be recorded.  
Upon completion of the Mentor Dubuque and STEP programs or the teen night



Performance Measure: Teen Out-of-School Time Engagement

Problem Statement:

Selected Interventions:

Out of School Time

Described Instrument: programs, Teens will take a post- assessment to measure their current knowledge of social- emotional skills. The Pre and Post assessments for each teen will be compared to determine a change in knowledge.

## Program Information

### AmeriCorps Funding Priorities

\*Check any priority area(s) that apply to the proposed program. In order to receive priority consideration, applicants must demonstrate that the priority area is a significant part of the program focus, high quality program design, and outcomes.

Advancing Racial Equality,  
Economic Opportunity  
Workforce Preparation

### Grant Characteristics

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

Geographic Focus- Urban

## Demographics

Other Revenue Funds	0
Number of volunteers generated by AmeriCorps members	100
Percent of disadvantaged youth enrolled	0

## Required Documents

### Document Name

### Status

Evaluation

Not Applicable

Federally Approved Indirect Cost Agreement

Not Applicable

Labor Union Concurrence

Not Applicable

Other Documents

Not Applicable

## Logic Model

Problem	Inputs	Activities	Outputs	Short-Term Outcomes	Mid-Term Outcomes	Long-Term Outcomes
The community problem that the program activities (interventions) are designed to address.	Resources that are necessary to deliver the program activities (interventions), including the number of locations/sites and number/type of AmeriCorps members.	The core activities that define the intervention or program model that members will implement or deliver, including duration, dosage and target population.	Direct products from program activities.	Changes in knowledge, skills, attitudes and opinions. These outcomes, if applicable to the program design, will almost always be measurable during the grant year.	Changes in behavior or action. Depending on program design, these outcomes may or may not be measurable during the grant year.	Changes in condition or status in life. Depending on program design, these outcomes may or may not be measurable during the grant year. Some programs, such as environmental or capacity-building programs, may measure changes in condition over a period as short as one year.
Dubuque Community Middle & High School students do not have access to out-of-school time opportunities.	<p>Year-Long Program (Sept - August) 2 FT; 1 RHT at Hillcrest Family Services Mentor Dubuque 1 FT at City of Dubuque/Multicultural Family Center Teen Programs</p> <p>Summer Program (June - August) 5 MT AmeriCorps Members at Multicultural Family Center STEP Program 5 MT AmeriCorps Members at Leisure Services Teen Night Program</p>	<p>1 on 1 or small group mentoring for at least once a week for 50 weeks or a total of 80 hours.</p> <p>1 on 1 or small group mentoring at least 5 times a week for 4 weeks during the summer months.</p>	<p>40 at risk youth will start the Mentor Dubuque Program.</p> <p>40 at-risk youth will start the Multicultural Family Center STEP Program.</p>	<p>32 at risk youth will complete the Mentor Dubuque Program</p> <p>32 at-risk youth will complete the Multicultural Family Center STEP Program.</p>	<p>Youth are connected to a caring adult mentors for a year.</p> <p>Youth will increase in their readiness for the workforce.</p>	<p>Youth will become more resilient in their social-emotional skills.</p> <p>Youth will become more resilient in making their career choices.</p>

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# City of Dubuque Creating Opportunities AmeriCorps Program

## City of Dubuque

Application ID: 21AC234652

Budget Dates:

	Total Amt	CNCS Share	Grantee Share
<b>Section I. Program Operating Costs</b>			
A. Personnel Expenses	18,107	18,107	0
B. Personnel Fringe Benefits	3,407	3,407	0
C. Travel			
Staff Travel	1,755	1,755	0
Travel to CNCS-Sponsored Meetings	0	0	0
Member Travel			0
Total	\$1,755	\$1,755	\$0
D. Equipment			
E. Supplies	660	660	0
F. Contractual and Consultant Services			
G. Training			
Staff Training			
Member Training	1,020	600	420
Total	\$1,020	\$600	\$420
H. Evaluation	1,000	0	1,000
I. Other Program Operating Costs	5,198	4,175	1,023
<b>Section I. Subtotal</b>	<b>\$31,147</b>	<b>\$28,704</b>	<b>\$2,443</b>
<b>Section I Percentage</b>		<b>92%</b>	<b>8%</b>
<b>Section II. Member Costs</b>			
A. Living Allowance			
Full Time (1700 hrs)	51,000	30,625	20,375
1-Year Half Time (900 hours)	0	0	0
Reduced Half Time (675 hrs)	6,750	6,750	0
Quarter Time (450 hrs)	0	0	0
Minimum Time (300 hrs)	30,000	16,700	13,300
2-Year Half Time (2nd Year)	0	0	0
2-Year Half Time (1st Year)	0	0	0
Three Quarter Time (1200 hours)	0	0	0
Abbreviated Time (100 hrs)	0	0	0
Total	\$87,750	\$54,075	\$33,675
B. Member Support Costs			
FICA for Members	6,713	6,713	0
Worker's Compensation	2,808	2,808	0
Health Care	14,400	14,400	0
Total	\$23,921	\$23,921	\$0
<b>Section II. Subtotal</b>	<b>\$111,671</b>	<b>\$77,996</b>	<b>\$33,675</b>
<b>Section II. Percentages</b>		<b>70%</b>	<b>30%</b>
<b>Section III. Administrative/Indirect Costs</b>			
A. Corporation Fixed Percentage			
Corporation Fixed Amount	17,373	3,300	14,073
Commission Fixed Amount	0	0	0
Total	\$17,373	\$3,300	\$14,073
B. Federally Approved Indirect Cost Rate			
<b>Section III. Subtotal</b>	<b>\$17,373</b>	<b>\$3,300</b>	<b>\$14,073</b>
<b>Section III Percentage</b>		<b>19%</b>	<b>81%</b>
<b>Section I + III. Funding Percentages</b>		<b>66%</b>	<b>34%</b>
<b>Budget Totals</b>	<b>\$160,191</b>	<b>\$110,000</b>	<b>\$50,191</b>
<b>Budget Total Percentage</b>		<b>69%</b>	<b>31%</b>
<b>Required Match</b>		<b>0%</b>	

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## City of Dubuque Creating Opportunities AmeriCorps Program

### City of Dubuque

# of years Receiving CNCS Funds		4	
Total MSYs		5.50	
Cost/MSY		\$20,000	
	Total Amt	CNCS Share	Grantee Share
Budget Totals	\$0	\$0	\$0
Budget Total Percentage		0%	0%
Required Match		0%	
# of years Receiving CNCS Funds		4	
Total MSYs		5.50	



# Budget Narrative: City of Dubuque Creating Opportunities AmeriCorps Program for City of Dubuque

## Section I. Program Operating Costs

### A. Personnel Expenses

Position/Title -Qty -Annual Salary -% Time	CNCS Share	Grantee Share	Total Amount
Program Director: - 1 person(s) at 63300 each x 13.17 % usage	8,337	0	8,337
Program Assistant: - 1 person(s) at 19540 each x 50 % usage	9,770	0	9,770
<b>Category Totals</b>	18,107	0	18,107

### B. Personnel Fringe Benefits

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
Program Director Fringe Benefits: Program Director (Workers Comp + FICA + IPERS= 20.9%)	1,692	0	1,692
Program Assistant Fringe Benefits: AmeriCorps Coordinator Benefits Package: FICA@.0765= \$747 + IPERS@.0991= \$968	1,715	0	1,715
<b>Category Totals</b>	3,407	0	3,407

### C. Travel

#### Staff Travel

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
Travel to CNCS-Sponsored Meetings: N/A	0	0	0
ICVS (AmeriCorps staff travel to ICVS sponsored meeting): 3 Trips to Des Moines @ 450 miles each=1350 miles x .58 per mile (City of Dubuque policy approved mileage reimbursement rate) = \$783; \$50 per day diem x 3 days \$150; \$242 for 2night in hotel	1,175	0	1,175
AmeriCorps Staff Travel: Mileage for site supervision for site visits, 8 midterm review s, and service projects, x 1000 miles per year x .58 per mile (City of Dubuque policy approved mileage reimbursement rate) =\$580.	580	0	580
<b>Category Totals</b>	1,755	0	1,755

#### Member Travel

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
<b>Category Totals</b>	0	0	0

### D. Equipment

Item/Purpose -Qty -Unit Cost	CNCS Share	Grantee Share	Total Amount

<b>Category Totals</b>	0	0	0
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## E. Supplies

Item -Calculation	CNCS Share	Grantee Share	Total Amount
Member gear w /AmeriCorps logo: Badge & Shirts all w ith AmeriCorps logo @ \$30/member @ 14 Members = 630	420	0	420
Office supplies: (paper, ink, toner, pens, pencils, post-it notes) \$20 per month x 12= \$240)	240	0	240
<b>Category Totals</b>	660	0	660

## F. Contractual and Consultant Services

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
<b>Category Totals</b>	0	0	0

## G. Training

### Staff Training

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
<b>Category Totals</b>	0	0	0

### Member Training

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
Member Development: (4 Mounds Team Building/communication training; 1 trainings per year at \$600)- Daily Rate of 600	600	0	600
Member Orientation: Portfolios, handbooks, printed materials and other training supplies as needed. \$30 x 14 members. 3 day orientation training for fall and summer members. Ongoing monthly training for both fall and summer members.)- Daily Rate of 30	0	420	420
<b>Category Totals</b>	600	420	1,020

## H. Evaluation

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
Program Evaluation: Program Evaluation to support AmeriCorps program Evaluation Plan: Program Evaluation conducted by outside evaluator (\$58/hr for 20 hours=\$1,000)- Daily Rate of 50- Daily Rate of 50	0	1,000	1,000
<b>Category Totals</b>	0	1,000	1,000

## I. Other Program Operating Costs

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Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
Background Checks: 18 x \$54 each = 972. Includes FBI, state of residence and state of service checks for 14 members + 4 site supervisors. There is no expected turn-over for staff.	972	0	972
Member Timekeeping System: Member Timekeeping System (\$16 x 14 members=\$224)	224	0	224
Member Assistance Program: \$250 + \$10/MEMBER = \$390	390	0	390
Site Liability Insurance: FLAT RATE @ \$500	0	500	500
AmeriCorps Coordinator Cell Phone: Program cell phone \$300 +(\$60 x 12)= \$1020 (negotiated rate per sponsor); For AmeriCorps Program/Staff use only.	497	523	1,020
State Support & Monitoring Fee: \$26,612+ \$77996= \$104,608* 0.02= \$2092	2,092	0	2,092
<b>Category Totals</b>	4,175	1,023	5,198
<b>Section Totals</b>	28,704	2,443	31,147
<b>PERCENTAGE</b>	92%	8%	

## Section II. Member Costs

### A. Living Allowance

Item -# Mbrs w / Allow -Allow ance Rate -# Mbrs w /o Allow	CNCS Share	Grantee Share	Total Amount
Full Time (1700 hrs): 3 Member(s) at a rate of 17000 each Members W/O allow ance 0	30,625	20,375	51,000
Three Quarter Time (1200 hours): 0 Member(s) at a rate of 0 each Members W/O allow ance 0	0	0	0
1-Year Half Time (900 hours): 0 Member(s) at a rate of 0 each Members W/O allow ance 0	0	0	0
2-Year Half Time (1st Year): Member(s) at a rate of each Members W/O allow ance	0	0	0
2-Year Half Time (2nd Year): Member(s) at a rate of each Members W/O allow ance	0	0	0
Reduced Half Time (675 hrs): 1 Member(s) at a rate of 6750 each Members W/O allow ance 0	6,750	0	6,750
Quarter Time (450 hrs): Member(s) at a rate of each Members W/O allow ance	0	0	0
Minimum Time (300 hrs): 10 Member(s) at a rate of 3000 each Members W/O allow ance 0	16,700	13,300	30,000
Abbreviated Time (100 hrs): 0 Member(s) at a rate of 1000 each Members W/O allow ance 0	0	0	0
<b>Category Totals</b>	54,075	33,675	87,750

### B. Member Support Costs

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
FICA for Members: $87750 \times .0765 = \$6713$	6,713	0	6,713
Worker's Compensation: living allowance total (87750) x City of Dubuque Workers Comp Rate (.032) = 2808	2,808	0	2,808
Health Care: 12 months of health insurance for 3 FT member at \$400/MEMBER*12 MO = 14400	14,400	0	14,400
<b>Category Totals</b>	23,921	0	23,921
<b>Section Totals</b>	77,996	33,675	111,671
<b>PERCENTAGE</b>	70%	30%	

### Section III. Administrative/Indirect Costs

#### A. Corporation Fixed Percentage

Item -Calculation	CNCS Share	Grantee Share	Total Amount
Corporation Fixed Amount: $(26561 + 77996 = 104557 \times 0.0526 \times .06 = \$3300) + (26535 + 2494 + 77996 + 33675) \times .01 = 14073$	3,300	14,073	17,373
Commission Fixed Amount: See OPOC	0	0	0
<b>Category Totals</b>	3,300	14,073	17,373

#### B. Federally Approved Indirect Cost Rate

Calculation -Cost Type -Rate -Rate Claimed -Cost Basis	CNCS Share	Grantee Share	Total Amount
<b>Category Totals</b>	0	0	0
<b>Section Totals</b>	3,300	14,073	17,373
<b>PERCENTAGE</b>	19%	81%	

<b>Budget Totals</b>	110,000	50,191	160,191
<b>PERCENTAGE</b>	69%	31%	
<b>Total MSYs</b>	5.50		
<b>Cost/MSY</b>	20,000		

### Source of Funds

Section	Match Description	Amount	Classification	Source
Source of Funds	City of Dubuque (Secured)	29,816	Cash	State/Local
	Hillcrest Family Services (Secured)	20,375	Cash	Private
Total Source of Funds		50,191		



**City of Dubuque  
City Council Meeting**

**Consent Items # 11.**

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**ITEM TITLE:** Intent to apply for Lowes 100 Hometowns

**SUMMARY:** City Manager recommending approval to apply for Lowes 100 Hometowns grant in the amount of \$115,000.

**RESOLUTION** Authorizing the Mayor to execute an application for the Lowes 100 Hometowns and authorizing the Leisure Services Manager and the City Manager to approve the application

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

**ATTACHMENTS:**

**Description**

Lowes 100 Hometowns Grant-MVM Memo  
Staff memo  
Resolution  
Grant Application  
Grant Support Material  
Grant Support Material  
Grant Support Material  
Grant Application Information  
Grant Application Information

**Type**

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



**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Intent to apply for Lowes 100 Hometowns

**DATE:** July 1, 2021

Leisure Services Manager Marie Ware recommends City Council approval to apply for Lowes 100 Hometowns grant in the amount of \$115,000. There is no required match.

Lowe's is celebrating its 100th anniversary in 2021. As part of their centennial celebration, Lowe's wants to enhance the communities in which we all live by providing funding for 100 charitable projects such as improvements, to community resources/spaces, neighborhood housing, cultural preservation and area revitalization. Community resources/spaces included parks.

Dubuque Lowe's Manager Michael Bryson contacted Marie Ware and shared the details of the Lowe's 100 Hometown grant. Marie shared details of the Re-Imagine Comiskey plans and engagement and Mr. Bryson was excited to see the City apply to this program.

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  
Cori Burbach, Assistant City Manager  
Marie Ware, Leisure Services Manager



**TO:** Michael C. Van Milligen, City Manager  
**FROM:** Marie Ware, Leisure Services Manager  
**SUBJECT:** Intent to apply for Lowes 100 Hometowns  
**DATE:** 6/30/2021

## **INTRODUCTION**

The purpose of this memorandum is to request approval to apply for Lowes 100 Hometowns.

## **DISCUSSION**

Dubuque Lowe's Manager Michael Bryson contacted Leisure Services Manager Marie Ware and shared the details of the Lowe's 100 Hometown grant. She shared details of the Re-Imagine Comiskey plans and engagement and Mike was excited to see the City apply to this program. He shared that Lowe's employees could not be a part of the nomination process but he was very supportive of the City applying.

Anticipated Amount: \$115,000.00

Match Required: No

Match Amount: N.A.

Application Due Date: 4/19/2021

Anticipated Notification Date: 7/20/2021

Anticipated Receipt of money: 10/29/2021

Departments Involved: Leisure Services

Due to a new city grant processing system and process and staffing changeovers this memo was delayed from the time the grant was applied to proposed City Council approval of application.

## **GRANT OBJECTIVE**

Lowe's is celebrating its 100th anniversary in 2021. As part of their centennial celebration, Lowe's wants to enhance the communities in which we all live by providing funding for 100 charitable projects such as improvements, to community resources/spaces, neighborhood housing, cultural preservation and area revitalization. Community resources/spaces included parks.

The grant was submitted electronically via a form on the Lowe's website. Attached to this item is the sample nomination as well as the FAQ sheet which outlines all fields that were filled in. The website acknowledged receipt of the grant however did not provide any form of documentation of all fields filled out. Attached is the answer to the three main questions asked. Each question could only be up to 250 word long answers. No specific personal contact information was provided by Lowe's on their website for a name of an individual.

There is not a future opportunity to reapply for these funds, at this time.

**GOAL(S) ADDRESSED**

**Council Goal: Diverse Arts, Culture, Parks, and Recreation: Experiences and Activities**

Outcome(s)

Have well-built, well-maintained and upgraded parks and park amenities

Value(s)

Access to quality parks, facilities and park amenities for all

**ACTION STEP**

I am requesting that you approve my recommendation to apply for Lowes 100 Hometowns.

CC: Jennifer Larson, Director of Budget and Finance  
Cassie Ross, Assistant Finance Director

MW/mw

**RESOLUTION NO. \_\_\_\_ - \_\_**

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN APPLICATION FOR THE LOWES 100 HOMETOWNS AND AUTHORIZING THE LEISURE SERVICES MANAGER AND THE CITY MANAGER TO APPROVE THE APPLICATION**

Whereas, the City of Dubuque has administered Lowes 100 Hometowns since April 2021; and

Whereas, the City of Dubuque proposes to continue administering the Lowes 100 Hometowns.

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

Section 1. That the Mayor hereby is authorized and directed to submit an application for the Lowes 100 Hometowns on behalf of the City of Dubuque.

Section 2. That the Leisure Services Manager and the City Manager are hereby authorized to approve the application that is submitted to NA NA.

Section 2. That the City Manager is hereby authorized and directed to forward said application and resulting standard executed contract to the respective agencies in a timely fashion and as required by the Lowe's.

Passed, approved and adopted this 6th day of July 2021.

\_\_\_\_\_  
Roy D. Buol, Mayor

Attest:

\_\_\_\_\_  
Adrienne N. Breitfelder, City Clerk

## **Lowe's 100 Hometown Grant**

### **Re-Imagine Comiskey**

#### **Why is this project you're nominating important to you?**

Why? Kennedy, the young lady in the first photo, that's why! The youth—our future! She represents what we heard from many others about the need for an improved open space field in Comiskey Park. For her it is soccer for others it is imagined as a place for multi-use activities, an activated space that is attractive to a variety of people, and a beautiful open field for current events like National Night Out, Back to School Bash, Juneteenth, Keychella Pride Celebration (LGBTQ+), Black Lives Matter gatherings and marches, and new future events and activities. For the first time in my 36-year career I feel we have listened to the right people (those that use and frequent the park and those that live nearby) to re-develop the park in their neighborhood as they want it not us. We listened to the needs, dreams, wishes, and desires. Re-Imagine Comiskey represents what the neighbors of all ages, races and cultures prioritized. They have taken ownership in this park through the Re-Imagining process and redevelopment planning. It is now my time to deliver on what they asked for. If we as a City and I as Leisure Services Manager do not deliver on what we heard, we will have failed the people who told us what they want. I want to deliver on their vision that changes "that" park in "that" neighborhood to a community jewel re-imagined by its neighbors and park users.

#### **What problem the Community project will solve and who will it serve?**

The residents identified a lack of maintenance. A critical look showed the problem is the dirt. The soil isn't great. The field is weeds versus grass. It is flat, does not drain, has dead spots, and is compacted from years of lovin' and heavy use. The problem is that dirt and grass seed is not glitzy and a manhole in the middle of the field needs moved. Dead grass and weeds cry lack of maintenance. This is our most diverse yet economically distressed neighborhood with poverty as high as 31%. The neighborhood is home to many Marshallese and black families with minority rates of 30.7% vs 9.5% overall in our city. We listened to what they want and now must take action. They deserve what they asked for. We are committed in a big way in the first phase and hope you will commit to dirt and grass as the next step. It is not about what it is now, rather what it will become to each person once rejuvenated! Our request is for a beautiful, green open field with good dirt and grass that becomes a space to run and enjoy any activity. It might be soccer, kite flying, sunbathing, softball, kickball, playing with your dog, socializing, or whatever activity your heart desires. Picnic tables would be scattered on the edges for the free summer kids' playground activities and free meals program sponsored by the Leisure Services Department and free meals. A place to run and have fun!

## **What makes Dubuque so special?**

Since 2017 we committed to equity. We understand the absolute need to do more and committed long before the recent social unrest in our country. The City Council's vision statement: "a sustainable and resilient city, an inclusive and equitable community where ALL are welcome." Equity is woven throughout all eight Council goals. City departments have equity plans. The city's comprehensive plan has equity and inclusion woven through it. The City Council's Community Equitable Poverty Reduction and Prevention Plan addresses the widespread impact of poverty and plan to reverse its course. To say as a City, community and Leisure Services Department that we have a focus on equity is an understatement. How does equity relate to this ask? Equitable access to high quality parks, activities, and recreation experiences. City and grant funding is covering the top three priorities from the people and the fun parts of the project (\$1.6 million)— splash pad, new playground and additional basketball court. This request is for their 4<sup>th</sup> priority. It is no less important as we heard it over and over. It will be our city's first splash pad, the fourth totally accessible playground structure in a parks system of over 50 parks, plus another basketball court--all by the spring of 2022. Kennedy dreamed of a field and told us it was her priority. We are special as we want to help Kennedy and others dreams come true the way they envisioned not us. They will take ownership in our community and this park.



IMAGINE  
COMISKEY

RE-IMAGINE  
COMISKEY

IMAGINE  
COMISKEY

ARK

#ReImageComiskey



**RHYME**

WRITE A RHYME TO DESCRIBE YOUR CONCEPT

Soccer is great!  
Soccer is Fun!  
Soccer is a sport for everyone  
It's as easy as 123!  
All you have to do is swing  
Kick!  
Nice and slow, here you go!  
You made a GOAL!!!

PARTICIPANT NAME

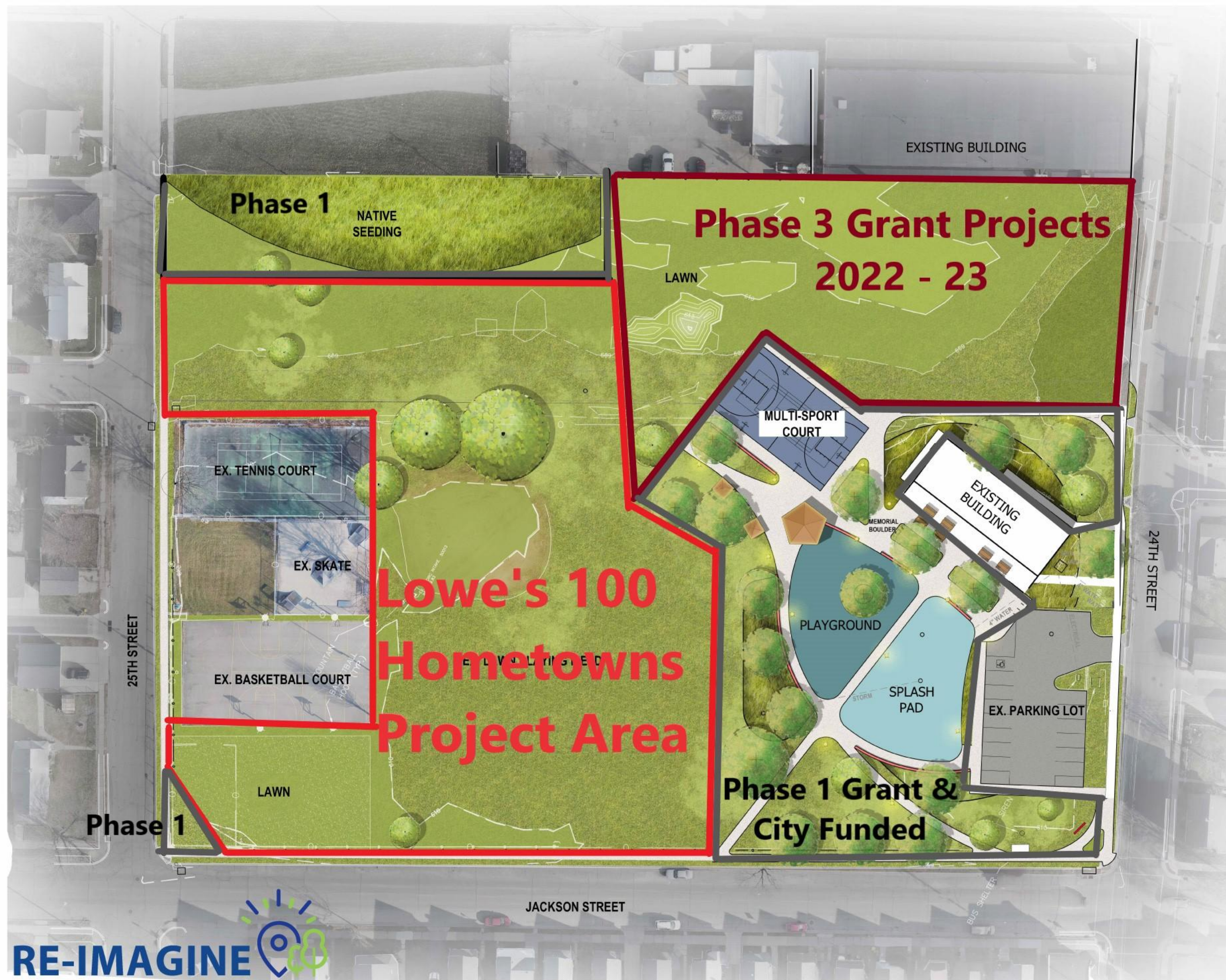
Kennedy Wright















## LEGEND

-  PROPOSED TREE
-  EXISTING TREE
-  LAWN
-  NATIVE SEEDING
-  DECORATIVE PLANTING
-  CONCRETE WALKWAY
-  SPLASH PAD
-  PLAY AREA
-  STRIPED PLAY AREA
-  BASKETBALL SURFACING
-  ASPHALT
-  EXISTING FENCE (MODIFIED)
-  SHADE STRUCTURE
-  SIGNAGE
-  BIKE PARKING (12 STALLS TYP.)
-  DRINKING FOUNTAIN
-  PICNIC TABLE, TYP.
-  GRILL, TYP.
-  BASKETBALL HOOP, TYP.
-  LIGHTING
-  SEATING

**RE-IMAGINE**  
**COMISKEY**

COMISKEY PARK SITE DESIGN - PHASE I

SCALE: 1" = 30'-0" (24x36)

January 22, 2021

0 30' 60'  
1" = 30'-0"

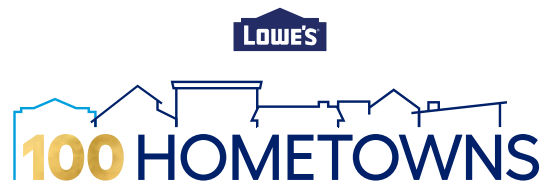






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## WHAT YOU NEED FOR THE NOMINATION PROCESS

Make sure you have all the following information gathered before you start your application. The application process will take approximately 10 minutes.

If you need to come back to finish your submission at a later time, you will come back to the step where you left off.

### THE INFORMATION YOU'LL NEED FOR THE APPLICATION:

- Project Location & Contact Info
  - Project Details
    - 3 Photos
  - Optional Video



## SAMPLE NOMINATION

The sample nomination is a fictional depiction of a portion of the nomination fields and includes just the written submission and three (3) photos for instructional purposes only.

### PROJECT NAME:

Horizons Community Center Repair

### TYPE OF PROJECT:

Community Resource/Space

### HOW ARE YOU INVOLVED WITH THE PROJECT YOU'RE NOMINATING?:

Employee

### CITY, STATE:

Anywhere, U.S.A.

### WHY IS THE PROJECT YOU'RE NOMINATING IMPORTANT TO YOU?

Since the early 1980s, the Horizons Community Center has been a very valuable asset to our town. It's served as a place people of all ages could depend on for everything from after-school activities to workplace skills development, and even programs that helped those in need get placed in jobs.

But when the center was all but decimated during the recent devastating floods, the sweeping damage it sustained made it uninhabitable. It was deemed a safety risk due to water damage and other issues, and has been forced to shut down until it can be properly repaired.

The building needs water-damage repair throughout, new flooring, exterior and interior paint, storage shelves and cabinetry for supplies, kitchen appliances, electric rewiring, lighting, and new computer equipment to name just a few of the most crucial items on a long list we hope to be able to soon complete in an effort to return the community center to its former glory. The longer our town is without its community center, the more people will miss it and the entertainment, comfort, and opportunity it brings.

For the past five years, I've been an employee of the center, running many of the after-school activities and job placement programs. I also grew up visiting the community center on a near-daily basis. It's where I learned a lot about life, and where I picked up many of the skills that I use daily to help make the center all it can be.

### WHY IS THE PROJECT YOU'RE NOMINATING IMPORTANT TO YOU?

One of the main problems our community center helps solve is that it keeps children off the streets and focused on tutoring that helps further their education. They're able to use their energy in positive ways that help build up their confidence and self esteem. Without the center, many of them have no place to go after school, which can result in less focus on studies and engaging in potential criminal behavior.

Additionally, since our economy and town has been negatively affected by the aftermath of the flood (not to mention the issues every town is facing due to the pandemic), we've seen an increase in unemployment in the area. If the center is able to reopen, we can help with that issue by reigniting our job placement and workplace skills development programs to aid in placing people—including veterans and those with disabilities—in jobs that will not only provide them with a sense of worth and income they desperately need, but will also help them contribute positively to our community.



## SAMPLE NOMINATION CONTINUED

Unfortunately, the center's insurance only covers so much (especially since a flood in this area is so rare that we didn't have flood insurance), and the town has very limited funds to allocate to post-flood revitalization. If we're able to receive assistance from 100 Hometowns, we can work to reopen the community center's doors and make it even better and more beneficial to our town and its residents of all ages than ever before.

### WHAT MAKES THE HOMETOWN YOU'RE NOMINATING SO SPECIAL?

Our town is a tight-knit community that embraces the values of small-town America. We're not a place you'll often read about in the news, and that's just fine with us, but we've become known recently due to the flood that destroyed many parts of our town and completely disrupted our easy-going way of life.

However, we want to use this unfortunate event to show America a positive story, one that will inspire others who have encountered similar obstacles. We want to let the country know that we can pull together and rebuild—that we're a resilient community that will come back from this tragic obstacle better and stronger than ever before.

Beloved by the 3,000 or so people who live here, our town is the kind of place where kindness, generosity, and friendship take priority over anything else. We look out for each other, and the community center is just one way we're able to do so.

If we receive a grant, you'll immediately find out just how dedicated we all are to our community. Many people would be willing to show up, pitch in, and offer any services they can to help reopen our doors and make the community center a central part of our community once again. And we would not take this opportunity lightly. We'd do all we can to maintain the community center, ensuring it stays helpful to anyone in our town who needs it for many years to come.

### APPROXIMATELY HOW MANY PEOPLE IN THIS COMMUNITY WILL BENEFIT FROM THIS PROJECT?

500+





## **FREQUENTLY ASKED QUESTIONS**

### **WHAT IS LOWE'S 100 HOMETOWNS?**

In celebration of our 100th anniversary, Lowe's is committing \$10 million to give back to the communities we serve with a project called 100 Hometowns.

Through 100 Hometowns, we are inviting Americans nationwide to nominate their hometown projects in need, tell us about their hometown story and help us demonstrate the possibility all our neighborhoods hold.

### **WHO IS ELIGIBLE TO NOMINATE?**

This Program is open to legal residents of the fifty (50) United States and the District of Columbia, who are at least eighteen (18) years of age or older (nineteen [19] in Alabama and Nebraska, and twenty-one [21] in Mississippi) at the time of nomination. For more information regarding eligibility, please reference the website and program terms linked at the bottom of each page at [lowes100hometowns.com](https://www.lowes100hometowns.com).

### **WHAT IS THE GRANT PROGRAM NOMINATION PERIOD?**

The grant program nomination period is March 9, 2021 at 12:00am EST – April 19, 2021 at 11:59pm EST.

### **WHAT KIND OF PROJECTS CAN BE PROPOSED?**

Project types could include community resource/space (e.g., park, senior citizen center, youth center), neighborhood housing (e.g., critical repairs, block of homes, accessible home needs), cultural preservation (e.g., theater, memorial renovation, sustainability), area revitalization (e.g., small business, renovations/repairs, renovations to downtown areas), and other.

### **ARE SMALL BUSINESSES ELIGIBLE TO BE NOMINATED?**

Yes, small businesses are eligible to be nominated as long as the small business will partner with a non-profit or government entity.

### **MAY I ENTER MORE THAN ONE PROJECT NOMINATION?**

Each nominator may register only once but may submit up to two (2) nominations. Each nomination must be unique; that is, nominators cannot nominate any one project more than once.

### **WHY CAN'T I REGISTER WITH MY P.O. BOX ADDRESS?**

Physical address allows us to identify your residence and location for eligibility purposes. Our shipping service cannot ship information to a P.O. box, so if you're identified as a grant recipient, we may need to send grant recipient details to your home or project address.

### **WHAT IF I DO NOT RECEIVE AN EMAIL THAT I REGISTERED SUCCESSFULLY?**

Please contact the customer support link at the bottom of the page at [www.lowes100hometowns.com](https://www.lowes100hometowns.com) for additional questions.



## **FREQUENTLY ASKED QUESTIONS CONTINUED**

### **WHAT DO I DO IF I DID NOT RECEIVE A CONFIRMATION EMAIL UPON SUBMITTING MY NOMINATION?**

Please contact the customer support link at the bottom of the page at [www.lowes100hometowns.com](http://www.lowes100hometowns.com).

### **WHERE CAN I FIND UPDATES AFTER THE NOMINATION PERIOD CLOSES?**

Please visit [www.lowes.com](http://www.lowes.com).

### **HOW WILL I KNOW IF MY PROJECT HAS BEEN CHOSEN?**

A Lowe's 100 Hometowns representative will contact you if your project has been selected.



**THE LOWE'S HOMETOWNS GRANT PROGRAM**  
**TERMS AND CONDITIONS**

1. **OVERVIEW:** Lowe's is proud to celebrate its 100th anniversary in 2021. As part of our centennial celebration, Lowe's wants to enhance the communities in which we all live by providing funding for 100 charitable projects such as improvements, to community resources/spaces, neighborhood housing, cultural preservation and area revitalization. While Lowe's may select some of the projects based on our own charitable initiatives, Lowe's invites customers from across the United States to nominate their hometowns for a charitable project through the Lowe's Hometown Grant Program ("**Program**"). From the nominations received through the Program website, <https://lowes100hometowns.com> ("**Website**"), Lowe's selection committee ("**Selection Committee**") will ultimately select eligible charitable projects to fund ("**Grant(s)**") by working with local non-profits and/or government entities ("**Grant Recipients**") as further set forth below.
2. **PROGRAM PERIOD:** The Program nomination phase starts on March 9, 2021 at 12:00 AM (midnight) Eastern Time ("**ET**") and ends on April 19, 2021 at 11:59:59 PM ET ("**Program Nomination Period**"). The official time keeping device for this Program is the Website.
3. **WHO CAN NOMINATE:** This Program is open to legal residents of the fifty (50) United States and the District of Columbia, who are at least eighteen (18) years of age or older (nineteen [19] in Alabama and Nebraska, and twenty-one [21] in Mississippi) at the time of nomination. Each eligible entrant is a "**Nominator**". Each Nominator may submit a nomination for an eligible charitable project to receive a Grant.

Any (i) members of the Selection Committee reviewing nominations and helping narrow down or select Grant Recipients, (ii) except as set forth below, any employees, officers, directors and agents of any for profit company or entity involved in the implementation and execution of the Program, and (iv) as applicable, each of foregoing entities respective parent companies, subsidiaries, and affiliates, and, each of their respective immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the "steps" of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not Eligible Nominators. Notwithstanding the foregoing, for avoidance of doubt, associates of Lowe's Companies, Inc. and its affiliates (collectively, "**Lowe's**"), other than those included in 3(i) above, are eligible to nominate their hometowns to be a part of the Program.

Nominator's participation constitutes his/her full and unconditional agreement to these Terms and Conditions. Lowe's, or at Lowe's election its third-party entities' helping implement and execute the Program ("**Third Party Vendors**") decisions and interpretations, are final and binding in all matters related to the Program. Awarding any Grant is contingent upon fulfilling all requirements set forth herein and any other condition provided by Lowe's and Selection Committee's sole and absolute discretion. Nominators and/or potential Grant Recipients may be required to provide proof of identification and eligibility as requested by Lowe's or any of its Third Party Vendors.

**NO PURCHASE OR PAYMENT NECESSARY TO APPLY OR RECEIVE A GRANT.  
PURCHASE HISTORY WILL NOT IMPACT GRANT DECISIONS.**

4. **HOW TO NOMINATE A HOMETOWN PROJECT:** During the Program Nomination Period, an eligible Nominator must visit <https://lowes100hometowns.com> and enter his/her valid e-mail address and the information requested on the nomination form, which may include, without limitation: his/her first and complete last name (no initials); phone number; street address (no P.O. Boxes will be allowed); city, state; and zip code. Eligible Nominator will then be required to nominate a non-profit (“**Non-Profit**”) or government organization or specify a community project that benefits the community as a whole as opposed to small group or individual which a Non-Profit or government entity can implement and execute (“**Community Project**”) as further set forth below.

Nominators can only nominate the following for a Grant (“**Eligible Grant Recipients**”):

- (i) Must be a Non-Profit entity recognized under Section 501(c)(3) of the Internal Revenue Code or a government entity **or** a Community Project that benefits the community as a whole as opposed to small group or individual which a Non-Profit or government entity can implement and execute;
- (ii) Use of the Grant must be limited to community physical improvements or enhancements to one or more of the following:
  - a. Possible Grant Uses
    - Community Resources/Space (e.g. park, senior citizen center, youth center, etc.)
    - Neighborhood Housing (e.g. critical repairs, block of homes, accessible home needs, etc.)
    - Cultural Preservation (e.g. theatre, memorial renovation, sustainability, etc.)
    - Area Revitalization (e.g. a new playground at a community park, small business renovations/repairs, renovations to downtown areas, etc.)
  - b. Impermissible Grant Uses or Grant Recipients
    - An individual that needs his/her home repaired.
    - No sponsorship of activities (youth sports teams, etc.);
- (iii) Must be a Community Project that can be completed on or before October 31, 2021;
- (iv) Physical location of the nominated Community Project must be located in the United States and be within a reasonable distance (as determined by Lowe’s in Lowe’s sole discretion) of a Lowe’s store; and
- (v) Nominator may not nominate a Community Project that the Nominator would be responsible for completing unless Nominator is affiliated with the Non-Profit or government entity that will be responsible for completing.

Nominator must also provide the requested information on the Website, including the name of the Community Project, Community Project type, the Nominator’s involvement in or relationship with the Community Project (if any), if any other organization or non-profit is supporting this Community Project already, as well as the Community Project location, address, and a contact for the Community Project other than the Nominator (first name, last name, phone number, and organization/project website). Nominator must then provide details as to why the nominated Community Project is important to Nominator consistent

with the judging criteria noted below (250 words or less), a description about what problem the Community Project will solve and who it will serve (250 words or less) and provide details about what makes his/her nominated hometown so special (250 words or less) (each an “**Essay**”).

Nominator must also provide whether or not the Community Project can be started or continued and completed between July – October 2021 (50 words or less), the approximate amount of people in the community who will benefit from the Community Project, the current status of the Community Project, and an estimated cost to complete the Community Project. Nominator must then follow the on-screen prompts to upload three (3) photographs of the nominated Project that needs the makeover (JPG, .JPEG, .PNG / 10 MB Max per photo) and an optional video (the video cannot exceed one [1] minute and 80 MB, .MOV, .MP4, .MPEG, .WMV). Submitting the optional video will not enhance your chances of having your Community Project being awarded a Grant.

The Community Project Essays, photographs, and optional video are collectively a “**Submission**”. **All Submission photographs, videos, and Essays must comply with the restrictions outlined in Section 6 below.** Sharing or posting of the Submission on social media, including on Instagram, Facebook or Twitter, will not increase the likelihood of any Community Project ultimately being chosen to receive a Grant by the Selection Committee.

**Limit:** There is a limit of two (2) Submissions per person during the Nomination Phase. Each Submission must be unique. Anyone who attempts to nominate more than the stated limit may be subject to disqualification from the Program. If it is discovered or suspected that a person has attempted to enter or upload Submissions using multiple e-mail addresses or identities, all of that person’s Submissions may be declared null and void in Lowe’s sole and absolute discretion.

**NOTE:** By submitting a Submission, each Nominator agrees that his/her Submission conforms to the Submission Requirements set forth in Section 5 below and all other terms and conditions in these Terms and Conditions and that Lowe’s, or its Third Party Vendors, may, in their sole and absolute discretion, disqualify him/her from the Program if Lowe’s (in its sole discretion) decides that his/her Submission fails to conform to the Submission Requirements or any other provision of these Terms and Conditions.

**5. SUBMISSION GUIDELINES AND REQUIREMENTS:** Each Submission must comply with the following:

- Submission must comply with these Terms and Conditions;
- Photographs must be in one of the following formats: .JPEG, .JPG, or .PNG;
- Photo must not exceed 10 MB;
- Video must not to exceed one minute and 80 MB, in one of the following file formats: .MOV, .MPEG, .WMV, .MP4;
- Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity or intellectual property rights, including copyright infringement, or legal or moral rights of any third party, living or deceased;
- Must not disparage Lowe’s or any other person or party affiliated with the operation and administration of this Program;
- Must not include any personally identifiable information other than as necessary to

- complete the nomination form;
- Must be the original work of the Nominator and must not contain images or artwork, music, quotes, parodies or other materials not created by Nominator;
- Must not contain, facilitate, reference, or use material that is fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous;
- Cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity or any materially dangerous activity;
- Must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:
  - i. gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
  - ii. the use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products; and
  - iii. the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way;
- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age; and
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the photograph or video was created.

Nominator must have approval from any persons appearing in the Submission photograph, video, or essay and be able to provide express written consent of every such person appearing in the Submission photograph, video, or essay to Lowe's or its Third Party Vendors if requested.

**NOTE:** If any Submission fails to comply with any of these Submission Requirements or any other provisions of these Terms and Conditions, Lowe's and/or its Third-Party Vendors reserve the right, but are not obligated, to disqualify the Submission.

Further, no Community Project will be eligible to receive funding from a Grant unless Lowe's determines, in its sole and absolute discretion, that such Community Project is capable of and is sponsored by or otherwise adopted for implementation and execution by a Non-Profit or government entity which is an Eligible Grant Recipient.

Each person who fills out a nomination form for this Program represents and warrants as follows:

- (i) the Submission is the Nominators' own original;
- (ii) the Submission does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with Nominator, and as of the date of submission, is not the subject of any actual or threatened litigation or claim;

- (iii) the Submission does not and will not violate or infringe upon the intellectual property rights or other rights of any third party;
- (iv) Nominator has obtained permission from any person whose name, likeness or voice is used in the Submission; and
- (v) the Submission does not and will not violate any applicable laws and is not and will not be defamatory or libelous.

Nominator hereby agrees to indemnify and hold Lowe's Companies, Inc affiliates and subsidiaries, any individual, company, organization or an entity involved in the execution and/or implementation of the Program, as well as any of the foregoing entities' employees, officers, directors, representatives, and agents (collectively, "**Program Entities**") harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

By submitting a Submission, Nominator hereby grants permission for the Submission to be publicly posted, at Lowe's sole discretion. By submitting a Submission, Nominator grants Lowe's an unlimited, worldwide, royalty-free, irrevocable, perpetual, transferable license and right to publish, use, publicly perform and display the Submission in whole or in part, in any way, in any and all media, without limitation, and without consideration to the Nominator, for promotional or marketing purposes. The Program Entities are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions – all of which will be void. Lowe's reserves the right to disqualify any Nominator and/or Submission in its sole and absolute discretion.

**6. JUDGING AND SELECTION OF GRANT RECIPIENTS.** There are two (2) rounds of judging:

- a. **First Round.** Throughout the Program Nomination Period, the eligible Submissions will be judged by a panel of qualified judges comprised of employees of Third Party Vendors and Lowe's ("**First Round Judges**"). The First Round Judges will score the Submissions according to the following weighted criteria: (i) Most inspirational: 20%; (ii) Quality of Submission: 10%; (iii) Demonstrated Need: 35%; and (iv) Degree of Community Impact: 35% ("**Judging Criteria**"). The First Round Judges will take the top two hundred (200) Submissions to present to the Lowe's panel of judges and its designees ("**Second Round Judges**") for the second round. (In the event of a tie, the tied Submissions will be reviewed by the applicable judges and the Submission with the highest score in "Level of need" will be named the potential grant recipient.)
- b. **Second Round:** In the second round, Second Round Judges will score and rate the Submissions in Lowe's sole and absolute discretion based on the following criteria:
  - i. Balanced number of Community Projects in urban/rural communities;
  - ii. Disperse geographic reach across the United States;
  - iii. Cultural and socioeconomic diversity of communities served;
  - iv. Willingness of a Non-Profit or government entity to facilitate and oversee the Community Project; and

- v. Ability to Complete Community Project on or before 10/31/21.

Lowe's judges will select up to one hundred (100) Submissions to be potential Grant Recipients. Grant Recipients are each considered a potential Grant recipient pending verification of eligibility and compliance with these Terms and Conditions, and agreement to grant conditions as further described below. Decisions of the judges are final and binding and Nominator hereby waives any and all rights to view the scoring, rating methodology, or anything related thereto.

## 7. GRANTS AND CONDITIONS:

- A. **Grants:** Amount of each Grant awarded will be determined by Lowe's in its sole and absolute discretion and may take into consideration the Community Project budget, other Community Projects that have received grants, available funds and/or other Judging Criteria. Each Grant will be awarded to a Non-Profit or government entity who can and is willing to accept responsibility for completion of the Community Project. Grants may be in the form of cash or Lowe's gift cards in Lowe's sole discretion.
- B. **Grant Conditions.** Each Grant Recipient will be required to sign a separate agreement with Lowe's and/or its designee which governs the terms and conditions of the Grant. The Program Entities shall not be held responsible for any delays in awarding or fulfilling a Grant for any reason. It is Lowe's 's intent to fund one hundred (100) community projects as part of its Hometown campaign. In the event of an insufficient number of eligible Submissions and/or qualified Community Projects, Lowe's may in its sole discretion, select projects from outside the Program. The actual number and amount of Grants funded by the Program will depend upon the number of eligible Submissions, qualified Community Projects and the number of projects selected by Lowe's to fund outside the Program.

Potential Grant Recipients are subject to verification of eligibility and compliance with these Terms and Conditions. **Lowe's and/or its Third-Party Vendors may request additional information from Nominator, Community Project representatives, Non-Profit and/or government entity or require that Grant recipients enter into a separate agreement with Lowe's or its designee which contains separate terms and conditions.**

Each Nominator and/or recipient of a Grant may be subject to a background check and/or additional due diligence before the Grant is awarded. Lowe's reserves the right to disqualify the Submission, including Community Project and/or potential Grant recipient related thereto based on the results of such background check and/or due diligence if Lowe's determines in its sole discretion that the awarding of the Grant or the Community Project itself might reflect negatively on Lowe's. Potential Grants and Community Projects are subject to verification of eligibility and compliance with these Terms and Conditions. Failure to provide all required information within the stated time period may result in no longer being considered for a Grant or otherwise a forfeiture of the Grant.

Each Grant recipient will be required to sign a separate agreement with Lowe's or its designee, including a Liability/Publicity Release and/or a performance contract confirming the recipient's eligibility and that it will use Grant funds toward completion of the Community Project and fulfillment of Grant conditions, which may require that the recipient

provide Lowe's with status reports and social media posts regarding progress and permit Lowe's or its designee to photograph or videotape progress on the Community Project and post same in promoting the Community Project, the Program and/or Lowe's business. Upon verification of eligibility, the contact for the Grant recipient will be contacted regarding Grant issuance. The Program Entities shall not be held responsible for any delays in awarding or fulfilling a Grant or completing a Project for any reason. Grants are not transferable. Grant recipients are responsible for all aspects of the Project other than the Grant funds provided by Lowe's pursuant to this Program.

- 8. LIMITATION OF LIABILITY:** By participating in this Program, Nominators and Grant recipients on behalf themselves and/or any organization that they represent, agree that the Program Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("**Released Parties**") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail notifications, telephone calls, or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/website/UseNet accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Program; (vii) any injury or damage, whether personal or property (including any injury related to implementation of the Project or use of the Grant), to Nominator's or to any person's computer related to or resulting from participating in the Program and/or accepting or using the Grant; and (viii) Submissions that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Terms and Conditions. Further, the Released Parties are not responsible for any undelivered telephone calls, messages or e-mails, including without limitation, e-mails that are not received because of a Nominator's privacy or spam filter settings that may divert any winner notification or other Program related e-mail to a spam or junk folder.

By entering the Program, each Nominator and Grant recipient agrees: (i) to be bound by these Terms and Conditions, including Submission requirements; (ii) to waive any rights to claim ambiguity with respect to these Terms and Conditions; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Program; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Program, including, but not limited to, any Program-related activity or element thereof, and the Nominator's Submission, participation or inability to participate in the Program; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of the Grant (or any component thereof); (d) any change in the Grant (or any components thereof); (e) human error; (f) any wrongful,

negligent, or unauthorized act or omission on the part of any of the Released Parties; or (g) the negligence or willful misconduct by Nominator.

If, for any reason, the Program is not capable of running as planned, or the integrity and or feasibility of the Program is severely undermined by any event beyond the control of Lowe's, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "**Force Majeure**" event or occurrence), or in the event of insufficient submissions or insufficient qualified projects, Lowe's reserves the right, at its sole discretion, to abbreviate, cancel, terminate, modify, suspend or extend the Program and/or proceed with the Program, including the selection of Grant recipients in a manner it deems fair and reasonable, including the selection of Grant recipients from among eligible Submissions received prior to such cancellation, termination, modification or suspension without any further obligation provided such Submissions include an Eligible Grant Recipient and such Grant recipient follows all other terms and conditions of the Program and/or separate agreement between Lowe's and/or designee.

9. **DISPUTES: THIS PROGRAM IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NORTH CAROLINA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE MECKLENBURG COUNTY, NORTH CAROLINA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN NORTH CAROLINA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN CHARLOTTE, NORTH CAROLINA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. NOMINATORS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY NOMINATOR AND/OR RELEASED PARTIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROGRAM PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**
10. **PRIVACY POLICY:** Lowe's privacy policy is available at <https://www.lowes.com/l/privacy-and-security-statement.html>.
11. **PUBLICITY RIGHTS:** By participating in this Program, each Nominator and Grant recipient agrees to allow Lowe's and its designees the perpetual right to use his/her name, address (city and state), biographical information, likeness, picture and other information and content



provided in connection with the Program or related to the Community Project for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

- 12. RELEASE:** By participating in the Program, each Nominator and Grant recipient release and agree to indemnify and hold harmless Program Entities, from and against any and all costs, claims, damages, or any other injury, whether due to negligence or otherwise, to person(s) or property (including, without limitation, death or violation of any personal rights, such as violation of right of publicity/privacy, libel, or slander), due in whole or in part, directly or indirectly, to participation in the Program, creation of an Submission, acceptance or usage of the Grant, or arising out of participation in any Program, use of the Grant or Community Project-related activity, whether hosted by Lowe's or a third party.
- 13. MISCELLANEOUS:** This Program is subject to all applicable federal, state, and local laws. Awarding a Grant is contingent upon fulfilling all requirements set forth herein. Any attempted form of participation in this Program other than as described herein is void and may result in disqualification or revocation of the Grant in Lowe's sole discretion. Lowe's reserves the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Program, to be acting in violation of these Terms and Conditions or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Program or use of any Grant. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Program will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same.
- CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE LOWE'S RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

If any provision of these Terms and Conditions or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Terms and Conditions valid and enforceable. The invalidity or unenforceability of any provision of these Terms and Conditions or any Program documents will not affect the validity or enforceability of any other provision. Lowe's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted will not be returned. In the event of any conflict with any Program details contained in these Terms and Conditions and the Program details contained in any Program promotional materials (including, but not limited to, point of sale, television and print advertising, or any other promotional media), the details of the Program as set forth in these Terms and Conditions shall prevail. In the event of any conflict between the Terms and Conditions and the Website terms and conditions, the terms and conditions of the Terms and Conditions will prevail.

**City of Dubuque  
City Council Meeting**

**Consent Items # 12.**

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**ITEM TITLE:** Purchase of three (3) Gillig 29' Low Floor Buses  
**SUMMARY:** City Manager recommending City Council authorization to purchase three new 29' Gillig Low Floor Buses.  
**SUGGESTED DISPOSITION:** Suggested Disposition: Receive and File; Approve

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
Purchase of 3 Gillig Buses-MVM Memo	City Manager Memo
Memo Requesting Authorizing New Bus Purchase	Staff Memo



**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Purchase of three (3) Gillig 29' Low Floor Buses

**DATE:** June 23, 2021

Interim Director of Transportation Services Russ Stecklein recommends City Council authorization to purchase three new 29' Gillig Low Floor Buses.

Transportation Services was awarded an Iowa Department of Transportation Grant for the purchase of three 29' buses to replace buses 2653, 2655 and 2660. This grant was executed on May 19, 2021, in the amount of \$1,014,900 and requires a 15% local match. Transit Services (or The Jule) will be required to provide \$217,269 local match (85/15 split). Funding was budgeted in the Fiscal Year 2022 CIP vehicle replacement.

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  
Cori Burbach, Assistant City Manager  
Russ Stecklein, Interim Director of Transportation Services



**TO:** Michael C. Van Milligen, City Manager

**FROM:** Russ Stecklein, Interim Director of Transportation Services

**SUBJECT:** Purchase of three (3) Gillig 29' Low Floor Buses

**DATE:** June 15, 2021

**BACKGROUND:**

This purpose of this memo is to request authorization of the purchase of three (3) new 29' Gillig Low Floor Buses.

**DISCUSSION:**

Transportation Services was awarded an Iowa Department of Transportation Grant IA-2019-008-02-FY20 for the purchase of three 29' buses to replace 2653, 2655 and 2660. This grant was executed on May 19, 2021 and is in the amount of \$1,014,900 and requires a 15% local match. Transit Services (or The Jule) will be required to provide \$217,269 local match (85/15 split) and the actual cost of the three new 29' Gillig low floor buses has been determined to be \$410,723 each, based on an order placed with Gillig in March of 2021 for two buses of the same specification.

**BUDGET IMPACT:**

Funding was budgeted in the FY22 CIP vehicle replacement. The local match will be funded thru DRA Distribution and Sales Tax Fund (20%). There is currently \$596,226 in funding available in these two financing line items. The budgeted amount in FY22 for Fixed Route Heavy Duty buses is \$435,053. We have a commitment for \$125,223 local match for new electric Minibuses through a federal 5339(b) Bus and Bus Facilities Grant, as well as \$184,646 local match dedicated for two new 29' Gilligs ordered in March of 2021 in conjunction with an IDOT award for replacing 2654 and 2658 with IDOT providing \$636,800 in funding. The federal 5339(b) grant funding has \$711,000 earmarked for the electric minibuses. These commitments leave a balance of \$286,357 in the DRA Distribution and Sales Tax fund. I am asking for the local match of \$217,269 for three new 29' Gillig buses leaving a balance of \$69,088.

**REQUESTED ACTION:**

I request your approval to proceed with ordering three (3) 29' Gillig low floor buses for anticipated delivery in June of 2022.

Cc: Jenny Larson, Director of Finance & Budget  
Tony Breitbach, Purchasing & Contracts Coordinator  
Tom Kuhle, Fleet Maintenance Supervisor

**City of Dubuque  
City Council Meeting**

**Consent Items # 13.**

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**ITEM TITLE:** Purina Drive Flood Wall Replacement Project: CIP 3502480 and 7202480

**SUMMARY:** City Manager recommending that the award for the Purina Drive Flood Wall Replacement Project be officially recorded in the minutes of the City Council.

**SUGGESTED DISPOSITION:** Suggested Disposition: Receive and File; Make Matter of Record

**ATTACHMENTS:**

**Description**

Purina Drive Floodwall Replacement-MVM Memo  
Project Award Document

**Type**

City Manager Memo  
Staff Memo



**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Purina Drive Flood Wall Replacement Project  
CIP 3502480 and 7202480

**DATE:** June 21, 2021

Through the competitive quotation process for public improvements, the Purina Drive Flood Wall Replacement Project was awarded on May 25, 2021, to Tricon Construction, in the bid amount of \$94,966, which was 21% below the engineer's estimate.

Public Works Director John Klostermann recommends that the award for the Purina Drive Flood Wall Replacement Project be officially recorded in the minutes of the City Council.

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  
Cori Burbach, Assistant City Manager  
John Klostermann, Public Works Director

**TO:** Michael C. Van Milligen, City Manager  
**FROM:** John Klostermann, Public Works Director  
**SUBJECT:** Purina Drive Flood Wall Replacement Project CIP 3502480 and 7202480  
**DATE:** June 18, 2021

**INTRODUCTION**

The purpose of this memorandum is to officially record the awarding of the Purina Drive Flood Wall Replacement project to the low bidder Tricon General Construction.

**BACKGROUND**

The fiscal year 2021 Capital Improvement Budget provides for a total of \$97,888 for the replacement of twenty-six feet (26 ft.) of floodwall near Purina Drive.

**DISCUSSION**

Bid documents and specifications for this project have been prepared by IIW Engineers, now Origin Design. This project will include the removal and replacement of twenty-six (26') feet of concrete floodwall. Bids were opened and read at 2:00 p.m. on May 18, 2021.

**BID RESULTS**

On May 18, 2021, the Public Works Department received five (5) bids for the Purina Drive Floodwall Replacement Project. Below is the list of bids received.

<u>Contractor</u>	<u>Lump Sum Bid</u>
Tricon Construction	\$ 94,966.00
Temperly Excavating	\$ 119,550.00
Portzen Construction	\$ 128,000.00
Taylor Construction	\$ 137,000.00
General Construction	\$ 159,196.00

The engineers estimate for the project is \$120,300.00. Through the competitive quotation process for public improvements, this project was awarded on May 25, 2021 to Tricon Construction of Dubuque, Iowa, in the bid amount of \$94,966.00.



**BUDGET IMPACT**

Engineering Estimate	\$ 120,300.00
Budget	\$ 97,888.00
Low Bid	\$ 94,966.00

The low bid received is 21% below the Engineer's estimate.

This project is funded with monies budgeted specifically for the Purina Drive Floodwall Replacement Project in the Public Works Department's FY 2021 Capital Improvement Budget: CIP's #3502480 and 7202480.

**ACTION TO BE TAKEN**

In accordance with the competitive quotation requirements of Iowa Code, Section 26.14, it is necessary that the award for the Purina Drive Floodwall Replacement Project be officially recorded in the minutes of the City Council.

Cc: Arielle Swift, Assistant Public Works Director

**City of Dubuque  
City Council Meeting**

**Consent Items # 14.**

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**ITEM TITLE:** Signed Contract(s)

**SUMMARY:** Boys and Girls Club Facility Use Agreement; Drew Cook & Sons Excavating Co. Inc. for the Dillon Street Drain Tile Project 2021; Agreement with Nicholas J. Edwards, MD to act as the Medical Director for the City's Fire Department Emergency Medical Services Division; Tschiggfrie Excavating Co. for the 2021 Asphalt Overlay Ramp Project Four;

**SUGGESTED DISPOSITION:** Suggested Disposition: Receive and File

**ATTACHMENTS:**

**Description**

Boys and Girls Club Facility Use Agreement  
Dillon Street Drain Tile Project 2021  
Agreement with Nicholas J. Edwards, MD  
2021 Asphalt Overlay Ramp Project Four

**Type**

Supporting Documentation  
Supporting Documentation  
Supporting Documentation  
Supporting Documentation

**FACILITY USE AGREEMENT  
BETWEEN  
BOYS' AND GIRLS' CLUB OF GREATER DUBUQUE  
AND  
THE CITY OF DUBUQUE**

**THIS AGREEMENT** dated for reference purposes the 22<sup>nd</sup> day of June, 2021, is made and entered by and between the Boys' and Girls' Club of Greater Dubuque (Boys and Girls Club), and the City of Dubuque, Iowa (City).

**WHEREAS**, Boys and Girls Club is the owner of the premises and grounds located at 1299 Locust St., Dubuque, IA, including facilities contained therein, specifically the gymnasiums, games room, outdoor common areas, and any other areas open and staffed by Boys and Girls Club program staff, and restrooms (the Facilities); and

**WHEREAS**, City has requested to use the Facilities for its Leisure Services Department Activities; and

**WHEREAS**, the parties have reached an agreement regarding such use and wish to reduce their agreement to writing.

**NOW, THEREFORE**, in consideration of their mutual promises hereinafter set forth, the parties agree as follows:

**SECTION 1. TERM.** Boys & Girls Club grants City the use of the Facilities Monday through Friday, excluding holidays, from 12:30 PM until 5:45 PM on the terms and conditions set forth herein. The Term of this Agreement commences on 6-14-2021 and ends at midnight on 8-6-2021.

**SECTION 2. INSPECTION OF FACILITIES.** City agrees it has had an adequate opportunity to inspect the Facilities and accepts the Facilities in the condition upon which they exist on the date of execution of this Agreement. City agrees to surrender the Facilities in the same condition upon the expiration of the Term or termination of this Agreement, ordinary wear and tear excepted. City agrees that the Facilities in the current condition are adequate for its purposes and that no modification is required and no warranty of fitness for any purpose is made by Boys & Girls Club.

**SECTION 3. INDEMNITY AND COVERAGE.** City agrees to protect, defend, indemnify, and hold harmless Boys & Girls Club from all damage, claims and demands for bodily injury or death or damage to real or personal property arising from or relating to City's use of the Facilities, including, without limitation, injury, death, or damage arising from or

related to any condition of or upon the Facilities or the premises, but excluding any damage, claims and demands arising out of or related to the negligence of Boys and Girls Club, its officers and employees. City is a member of the Iowa Communities Assurance Pool and will provide a certificate of coverage which meets the coverage requirements of Exhibit A with a comparable rating with Demotech.

**SECTION 4. PLANNING, IMPLEMENTATION, STAFFING AND SUPERVISION.** City will be solely responsible for all planning, implementation, staffing and supervision prior to and including the hours of its use of the Facilities.

**SECTION 5. ACCESS TO FACILITIES.** Boys & Girls Club will arrange with City's Leisure Services Department personnel for access to the Facilities. Upon the request of Leisure Services personnel, Boys & Girls Club may, in its sole discretion, permit access during other times.

**SECTION 6. TERMINATION.** Boys & Girls Club reserves the right to terminate this Agreement upon such notice, oral or written, as it deems necessary, in the event of breach of this Agreement by City or in the judgment of Boys & Girls, for any other reason. City may terminate this Agreement upon written notice to Boys & Girls Club not less than twenty-four (24) hours before the intended time of termination.

Upon the expiration of the term of this Agreement or termination of this Agreement, City shall have no further right of use of the Facilities. City agrees this Agreement does not create any right or expectation of future use of the Facilities or any other facility of Boys & Girls Club.

**SECTION 7. ENTIRE AGREEMENT.** This is the entire Agreement between the parties regarding the subject matter and supersedes all previous oral or written discussions or agreement between the parties or their representatives.

**SECTION 8. PRESENCE OF STAFF.** Boys & Girls Club will provide at least one (1) staff member who has knowledge of all safety, security, and operational aspects of building shall be on premises during use of Facilities until 5:45 PM.

**SECTION 9. COVID REQUIREMENTS.** All COVID-19 sanitation of rooms used during activities is the responsibility of City except for club staff sweeping and mopping floors with proper cleaner to combat COVID-19 daily before arrival.

All door handles, railings, bathrooms, and common areas will be sprayed by Club staff with proper sanitizer before entry each day.

All personal protective equipment (PPE) or other COVID-19 supplies shall be the responsibility of City while children are in or on Boys & Girls Club property. Anytime upon entry to club buildings or grounds, proper PPE and temperature checks shall be the responsibility of City staff.

All incidents related to COVID-19 shall be reported by both parties as soon as possible and appropriate Center for Disease Control guidance shall be enacted.

**SECTION 10. LUNCH AND BREAKFAST.** Lunch and Breakfast will be furnished to all participants and City staff via the USDA Summer Food Service Program. City staff will work with the director of food service two (2) weeks in advance of the first day of classes to formulate a plan for proper spacing in food consumption areas wherever they may be. Dinner will be provided on Monday, Tuesday, and Friday by the Dubuque Rescue Mission. Wednesdays and Thursday's will be snack only days or meals may be provided by local churches serving in area.

**BOYS & GIRLS CLUB OF GREATER DUBUQUE**

1299 Locust St.

**SERVICES**

Dubuque, Iowa 52001

**CITY OF DUBUQUE**

**LEISURE**

Dubuque, Iowa 52004-0732

By: \_\_\_\_\_  
Brian L. Meyer, Executive Director

By: \_\_\_\_\_  
Its *City Manager*

## **EXHIBIT A**

### **MINIMUM INSURANCE REQUIREMENTS USE OF FACILITIES AND GROUNDS**

1. All insurance policies required hereunder shall be written with an insurer authorized to do business in the State of Iowa. Insurer shall have an A.M. Best rating not less than "A-", (Excellent).
2. All insurance policies required hereunder shall be endorsed to provide the Boys and Girls Club of Greater Dubuque written notification of at least thirty (30) days prior to cancellation or non-renewal, other than ten (10) days written notification for nonpayment of premium.
3. USER of facilities and grounds shall furnish Certificates of Insurance to the Director of Facilities indicating the insurance requirements set forth in this agreement have been met. Such certificates shall include copies of any policy forms and endorsements that are equivalent to the forms and endorsements specifically required.
4. Each Certificate of Insurance shall be submitted to the Director of Facilities.
5. At its discretion and on a case-by-case basis, the Board of Directors reserves the right to increase or decrease limits and add or waive insurance coverage or requirements if deemed appropriate by the Executive Director.
6. Failure of USER to provide evidence of minimum limits and coverage or procure required insurance shall not be deemed a waiver of these requirements by the Boys and Girls Club of Greater Dubuque. Failure of USER to obtain or maintain the insurance requirements shall be considered a material breach of this agreement. Limits and coverages indicated are only the minimum requirements, and do not represent what is adequate or needed to protect the USER or the Boys and Girls Club of Greater Dubuque. The insurance requirements contained in this exhibit shall in no way limit the liability of the USER, or indemnification obligations contained elsewhere in the agreement with the Boys and Girls Club of Greater Dubuque.

## **Facilities and Grounds use Agreement.**

### **MINIMUM INSURANCE REQUIREMENTS**

#### **COMMERCIAL GENERAL LIABILITY:**

General Aggregate Limit	\$2,000,000
Products - Completed Operation Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage to a Premises Rented to You Limit	\$ 500,000
Medical Payments	\$ 5,000

Commercial General Liability policy shall be written on an occurrence form using ISO occurrence form CG 00 01 or equivalent form.

Policy shall include the following endorsements:

1. ISO endorsement CG 20 26 or equivalent endorsement naming the \_\_\_\_\_, leadership team, members, employees and agents as an additional insured.
2. ISO endorsement CG 20 01 or equivalent endorsement, indicating additional insured status for The \_\_\_\_\_, its leadership team, members, employees and agents is primary and non-contributory.
3. ISO endorsement CG 25 04 or equivalent endorsement, Designated Locations General Aggregate Limit.
4. ISO endorsement CG 24 04 or equivalent endorsement, Waiver of Transfer of Rights of Recovery Against Others to Us, naming the \_\_\_\_\_.

#### **BUSINESS AUTOMOBILE LIABILITY:**

Combined single limit of	\$1,000,000
<b>Or</b>	
Bodily Injury (per person)	\$ 1,000,000
Bodily Injury (per accident)	\$ 1,000,000
Property Damage	\$ 1,000,000

Business auto liability shall be written on ISO form CA 00 01 or equivalent form.

1. Policy shall include Symbol 1 (Any Auto), for all owned, hired or non-owned autos. If there are no owned autos, Symbol 8 and 9 is acceptable for just hired and non-owned autos.
2. Include ISO endorsement CA 04 44 or equivalent endorsement, Waiver of Transfer of Rights

of Recovery Against Others to Us, naming the \_\_\_\_\_.

## **FACILITIES AND GROUNDS AGREEMENT**

### **MINIMUM INSURANCE REQUIREMENTS – Continued**

#### **WORKERS COMPENSATION & EMPLOYERS LIABILITY:**

1. Workers Compensation: Statutory – State of Iowa
2. Employers Liability

Bodily Injury Limit Each Accident	\$500,000
Bodily Injury Disease – Policy Limit	\$500,000
Bodily Injury Disease – Limit Each Employee	\$500,000
1. Workers Compensation shall include the following endorsements: WC 0003 13, Waiver of Our Right to Recover from Others, naming the \_\_\_\_\_.
2. Sole Proprietors, Partners and LLC and LLP Members must be included for coverage. Executive Officers may not be excluded from coverage.

#### **UMBRELLA OR EXCESS LIABILITY:**

Limit Each Occurrence	\$1,000,000
Aggregate Limit	\$1,000,000

Umbrella or Excess liability policy shall provide excess coverage and be at least as broad in coverage as the following required policies – Commercial General Liability, Business Auto Liability and Employer's Liability, and include the following endorsements:

1. ISO endorsement CU 24 78 or equivalent endorsement, indicating additional insured status for the \_\_\_\_\_, its leadership team, members, employees and agents is non-contributory.
2. ISO endorsement CU 24 01 or equivalent endorsement, Waiver of Transfer of Rights of Recovery Against Others to Us, naming the \_\_\_\_\_.



**PUBLIC IMPROVEMENT CONTRACT****SECTION 00500****Dillon Street Drain Tile Project 2021**

THIS IMPROVEMENT CONTRACT (the Contract), made in triplicate, dated for references purposes the 9<sup>th</sup> day of June 2021 between the City of Dubuque, Iowa, by its City Manager, through authority conferred upon the City Manager by its City Council (City), and Drew Cook & Sons Excavating Co. Inc. (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 **Dillon Street Drain Tile Project - 2021** (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.1 (1 pages) or drawings consisting of sheets bearing the following general title:  
Dillon Street Tile Project 2021
  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).

## SECTION 00500

Page 2 of 6

17. Erosion Control Certificate (Section 00900).
18. Consent Decree (Section 01000).
19. Other Project Information and Permits (Sections 01100 - 00000).
20. Exhibits to this Contract (enumerated as follows):
  - a. Contractor's Bid (pages \_\_\_\_ to \_\_\_\_ inclusive).
  - b. Bidder Status Form (Section 00460).
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 therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

10. The Contractor hereby represents and guarantees that it has not, nor has any other person for or in its behalf, directly or indirectly, entered into any arrangement or Contract with any other Bidder, or with any public officer, whereby it has paid or is to pay any other Bidder or public officer any sum of money or anything of value whatever in order to obtain this Contract; and it has not, nor has another person for or in its behalf directly or indirectly, entered into any Contractor arrangement with any other person, firm, corporation or association which tends to or does lessen or destroy free competition in the award of this Contract and agrees that in case it hereafter be established that such representations or guarantees, or any of them are false, it will forfeit and pay not less than ten percent (10%) of the Contract price but in no event less than \$2,000.00 (Two Thousand Dollars) to the City.
11. The surety on the Bond furnished for this Contract must, in addition to all other provisions, be obligated to the extent provided for by Iowa Code 573.6 relating to this Contract, which provisions apply to said Bond.
12. The Contractor agrees, and its Bond is surety therefore, that after the Certificate of Substantial Completion has been issued by the City, it will keep and maintain the Project in good repair for a period of two (2) years.
13. The Project must be constructed in strict accordance with the requirements of the laws of the State of Iowa, and the United States, and ordinances of the City of Dubuque, and in accordance with the Contract Documents.
  - A. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U. S. C. 1958 (H) et. seq.) and the Federal Water Pollution Act (33 U. S. C. 1368 et. seq.) as amended, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15). Contractor must comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) and Department of Labor Regulations (29 CFR, Part 5).
  - B. The City of Dubuque in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

**CONSENT DECREE  
RELATING TO THE PROJECT**

14. ☐ THIS CONTRACTOR **IS** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE, THE CONSENT DECREE AND THIS SECTION ARE APPLICABLE.

\_\_\_\_\_ CITY \_\_\_\_\_ CONTRACTOR

- ☒ THIS CONTRACTOR **IS NOT** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE THE CONSENT DECREE AND THIS SECTION ARE NOT APPLICABLE.

The City has entered into a Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa. The provisions of the Consent Decree apply to and are binding upon the City and its officers, directors, employees, agents, servants, successors, assigns, and all persons, firms and corporations under contract with the City to perform the obligations of the Consent Decree.

The City is required to provide a copy of the Consent Decree to any contractor or consultant retained to perform work required by the Consent Decree.

A copy of the Consent Decree is included in the Contract Documents and can be viewed at <http://www.cityofdubuque.org/DocumentCenter/Home/View/3173>. A hard copy is available upon request at the City's Engineering Department Office.

The City must condition any contract to perform work required under the Consent Decree upon performance of the work in conformity with the provisions of the Consent Decree.

The Consent Decree also provides that until five (5) years after the termination of the Consent Decree, the City must retain, and must instruct its contractors and agents to preserve, all non-identical copies of all documents, reports, data, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to the City's performance of its obligations under this Consent Decree, including any underlying research and analytical data. This information-retention period, upon request by the United States or the State, the City must provide copies of any documents, reports, analytical data, or other information required to be maintained under the Consent Decree. At the conclusion of the information-retention period, the City must notify the United States and the State at least ninety (90) Days prior to the destruction of any documents, records, or other information subject to such requirements and, upon request by the United States or the State, the City must deliver any such documents, records, or other information to the EPA or IDNR.

**CERTIFICATION BY CONTRACTOR**

The undersigned, on behalf of the Contractor, with full authority to act on behalf of the Contractor, certifies to the City of Dubuque as follows:



1. I have received a copy of the Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa.
2. All work performed will be in conformity with the provisions of the Consent Decree.
3. All documents reports, data, records, or other information (including documents, records, or other information in electronic form) that relate in any manner to the performance of obligations under the Consent Decree, including any underlying research and analytical data, will be retained as required by the Consent Decree.
4. The Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, or employees from and against any claims, including penalties, costs and fees as provided in the Consent Decree, relating to or arising out of the Contractor's failure to comply with the Consent Decree.

**CONTRACTOR:**

N/A

---

Contractor

By:

---

Signature

---

Printed Name

---

Title

---

Date

**SECTION 00500**

Page 6 of 6

**THE CITY AGREES:**

15. Upon the completion of the Contract, and the acceptance of the Project by the City Council, and subject to the requirements of law, the City agrees to pay the Contractor as full compensation for the complete performance of this Contract, the amount determined for the total work completed at the price(s) stated in the Contractor's Bid Proposal and less any Agreed Cost of Delay provided for in the Contract Documents.

CONTRACT AMOUNT \$ 53,377.50

**CITY OF DUBUQUE, IOWA:**

City Manager's Office  
Department  
By: Michael Van Milligen  
Signature  
Michael C. Van Milligen  
Printed Name  
City Manager  
Title  
June 21, 2021  
Date

**CONTRACTOR:**

Drew Cook & Sons Excavating Co. Inc.  
Contractor  
By: Drew Cook  
Signature  
Drew Cook  
Printed Name  
Vice President  
Title  
6/16/2021  
Date

==== END OF SECTION 00500 ====

**PERFORMANCE, PAYMENT AND MAINTENANCE BOND**

## SECTION 00600

KNOW ALL BY THESE PRESENTS:

That we, Drew Cook & Sons Excavating Co. Inc., 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-three thousand, three hundred seventy-seven and fifty cents (\$53,377.50), 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 9<sup>th</sup> day of June 2021, (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 Dillon Street Drain Tile Project 2021 detail the following described improvements:

DILLON STREET DRAIN TILE PROJECT 2021

The purpose of this project is to reduce icing and storm water issues on Dillon Street in the City of Dubuque. This project will include the installation of approximately 505 LF on the west side and 440 LF on the east side of 6" solid drain tile and 4" perforated drain tile in the same trench. There are 15 outlet tie-in locations to connect the 6" solid tile with 4" solid tile. Also included is the removal and replacement of two single grate intakes near Dillon street and the York street intersection. Additionally, approximately 550 LF of continuous curb and gutter on the west side and 115 LF of curb and gutter spot repair on the east side of Dillon street is required. Driveway approach and sidewalk walk out replacement will need to occur in impacted areas. Asphalt street patching will be done by the City.

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.

## SECTION 00600

Page 2 of 4

2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
  - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract Documents within the period of two (2) year(s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship, equipment installed, or materials used in construction of said work;
  - B. To keep all work in continuous good repair; and
  - C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's Contract herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
  - A. To consent without notice to any extension of time authorized in approved change orders to the Contractor in which to perform the Contract;
  - B. To consent without notice to any change in the Contract or Contract Documents, authorized in approved change orders which thereby increases the total contract price and the penal sum of this Bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase;
  - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.



The Contractor and every Surety on the Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five (5) years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed one hundred twenty-five percent (125%) of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Dubuque County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

**SECTION 00600**

Page 4 of 4

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. 7201354

Witness our hands, in triplicate, this 17th day of June, 2021.**SURETY COUNTERSIGNED BY:**

Signature of Agent

John E. Goodmann

Printed Name of Agent

2774 University Ave

Company Address

Dubuque IA 52001

City, State, Zip Code

563-556-3232

Company Telephone Number

**PRINCIPAL:**

Contractor

By: Drew Cook

Signature

Printed Name

Title

**FORM APPROVED BY:**

Representative for Owner

**SURETY:**IMT Insurance Company

Surety Company

By: John E. Goodmann

Signature Attorney-in-Fact Officer

John E. Goodmann

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

**NOTE:**

1. All signatures on this performance, payment, and maintenance Bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

==== END OF SECTION 00600 ====



POWER OF ATTORNEY

No. 98555

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. Goodmann 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 20th day of August, 2020.

IMT Insurance Company

Sean Kennedy, President

WARNING: THIS POWER IS INVALID IF NOT PRINTED WITH RED BORDER AND RED LOGO.

STATE OF IOWA } ss:
COUNTY OF DALLAS }

On this 20th day of August, 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 17th day of June, 2021.

Dalene M. Holland

Dalene Holland, Secretary

**AGREEMENT BETWEEN  
THE CITY OF DUBUQUE, IOWA  
AND  
NICHOLAS J. EDWARDS, MD**

This Agreement is made and entered into on this 30<sup>th</sup> day of June 2021, between the City of Dubuque, Iowa (hereinafter, "City") and Nicholas J. Edwards, MD (hereinafter, "Edwards"), whereby Edwards agrees to act as the Medical Director for the City's Fire Department Emergency Medical Services Division subject to the following terms and conditions:

**NOW THEREFORE BE IT AGREED:**

1. **Duties.** Edwards shall be retained to provide medical oversight of the City's Fire Department Emergency Medical Services as outlined in the 2021 "Dubuque Fire & EMS Medical Director Duties and Statement of Affirmation" (hereinafter, "MD Duties and Affirmation") which is incorporated into and becomes a part of this Agreement, and consistent with the requirements of Chapter 147A of the Iowa Code.
2. **Qualifications.** Edwards agrees that Edwards shall at all times provide the services under this Agreement. Edwards certifies he is qualified to act as a physician in the State of Iowa and is licensed pursuant to Chapter 148 of the Iowa Code.
3. **Consideration.** In consideration of Edwards providing his expertise to the City, the City shall pay Edwards at a rate of \$40,000 per year to be paid in twelve (12) installments on a schedule as established by the City's Budget and Finance Department.
4. **Term.** This Agreement shall be effective as of July 1, 2021 and shall terminate June 30, 2024. By mutual agreement of the parties, this Agreement may be renewed for one (1) additional term of up to three (3) years.
5. **Termination.** Either party may terminate this Agreement for any reason prior to its expiration date by giving written notice to the other party at least one hundred-twenty (120) days prior to the date of termination.
6. **Notice.** Notices required by this Agreement shall be deemed given when either party delivers in writing via regular mail to the parties at the following addresses:

**City:** Fire Chief, Dubuque Fire Department, 11 W. 9th ST, Dubuque, Iowa 52001

**Medical Director:** Nicholas J. Edwards, MD, Emergency Department, 250 Mercy DR, Dubuque, Iowa 52001. In the event Edwards ends his affiliation with Mercy Hospital, Edwards will inform the City of a new

address within three (3) days.

7. **Independent Contractor.** Edwards is an independent contractor performing professional services for the City and is not an agent, officer, or employee of the City of Dubuque, Iowa.
  - a. Edwards shall have no claim against the City for employee rights or benefits including, but not limited to seniority, vacation, sick leave, retirement benefits, unemployment insurance benefits, civil service protection, disability retirement benefits, health, or dental insurance.
  - b. Edwards shall not be subject to the direction and control of the City except as to the performance of this Agreement.
  - c. Edwards shall be obligated to pay applicable taxes, deduction and other obligations including, but not limited to federal and state income taxes, withholding, deductions for social security, unemployment, disability insurance, worker's compensation, or Medicare payments.
8. **Insurance.** Edwards agrees to comply with the requirements contained in City Insurance Schedule J, attached as Exhibit A Edwards will furnish the City with a certificate or certificates of insurance by an insurance company licensed to do business in the State of Iowa, in compliance with Exhibit A by no later than July 1, 2021, or July 1 of any renewal year.
9. **Hold Harmless and Indemnification.** Edwards shall indemnify, hold harmless and defend City, its officers, employees, and agents harmless and free from any and all liability arising out of or relating to any injury to any person or damage to or loss of any property caused by or arising out of the negligence or willful misconduct on the part of Edwards in the performance of this Agreement.
10. **Assignment.** Neither party may assign or transfer any of its rights or obligations under this Agreement without obtaining the prior written consent of the other party.
11. **Subcontracting.** Edwards shall not subcontract any portion of the services to be performed under this Agreement without the prior written permission of the City. City shall be reasonable in its approval of short-term subcontracts, where short-term is defined as two (2) weeks or less in length, including, but not limited to Edwards' vacation or medical absence.
12. **Incapacity.** If, during the term of this Agreement Edwards becomes incapacitated due to illness, injury, or other incapacity, and is unable to render the services contemplated hereunder the City, may appoint an interim director and at its option, may terminate the Agreement hereunder by providing seven (7)



days' notice to Edwards and any personal representative on Edwards behalf.

13. **Confidentiality.** Any confidential information provided to or developed by Edwards in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by Edwards without the prior written approval of the City.
14. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Iowa and the venue for any disputes shall be in the Iowa District Court in and for Dubuque County.
15. **Disputes.** In the event of any dispute between the parties arising from this Agreement or the Services provided hereunder, each party shall, prior to seeking judicial resolution of such dispute, escalate the dispute as follows, each party shall appoint a representative to meet for dispute resolution. The designated representative shall be as follows:
  - a. City: A representative appointed by the City Manager
  - b. Edwards: By himself or a representative of his choosing.
  - c. The representatives of each party shall use good faith efforts to resolve the dispute between them. If such senior representatives are unable to resolve the dispute, such dispute shall then be decided by arbitration pursuant to procedures jointly agreed upon by the parties. The parties shall make good faith efforts to resolve any and all disputes as quickly as possible.
16. **Conflict of Interest.** Edwards warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
17. **Amendment.** This Agreement shall not be altered, changed or amended except in writing, and approved by both parties.
18. **Headings.** The headings included in this Agreement are for convenience or reference only and shall not be considered in the construction hereof. The singular number shall include the plural and vice versa. All uses of the word "including" herein shall, unless otherwise indicated, be interpreted to mean "including, but not limited to."
19. **Severability of Provisions.** If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful, or unenforceable, then such part shall be severed from the remainder of this Agreement, which shall continue to be valid and enforceable to the fullest extent permitted by law.

20. **Waiver.** No failure on the part of either party to exercise, and no delay in exercising, any right, power or privilege hereunder operates as a waiver thereof; nor does any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.

21. **Counterparts.** This Agreement may be executed in counterparts, each of which taken together shall constitute one single agreement between the parties.

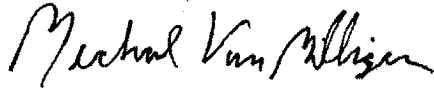
22. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties, and fully supersedes and replaces any prior agreement or understandings between the parties, whether written or oral, regarding the matters stated herein.



Nicholas J. Edwards, MD

6/30/2021

Date



Michael C. Van Milligen  
City Manager

June 23, 2021

Date



## EXHIBIT A

### INSURANCE SCHEDULE J

1. Edwards shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project # \_\_\_\_\_ or Project Location at \_\_\_\_\_ or construction of \_\_\_\_\_. *DBQ Fire Medical Director*
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to certificate of insurance.
7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.
8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to mutual agreement of the parties.

## INSURANCE SCHEDULE J (continued)

### Exhibit I

#### **A) COMMERCIAL GENERAL LIABILITY**

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
- 2) Include endorsement indicating that coverage is primary and non-contributory.
- 3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 4) Include additional insured endorsement for:  
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
- 5) Policy shall include Waiver of Right to Recover from Others endorsement.

#### **B) AUTOMOBILE LIABILITY**

Combined Single Limit	\$1,000,000
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Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

- 1) Policy shall include Waiver of Right to Recover from Others endorsement.

#### **C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY**

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

**OR**

## INSURANCE SCHEDULE J (continued)

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

**D) UMBRELLA/EXCESS LIABILITY** \$1,000,000

The General Liability, Automobile Liability and Workers Compensation Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including Waiver of Subrogation and Primary and Non-contributory in favor of the City.

**E) PROFESSIONAL LIABILITY** \$1,000,000

If the required policy provides claims-made coverage:

- 1) The Retroactive Date must be shown and must be before the date of the agreement.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
- 3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

**F) CYBER LIABILITY/BREACH** \$1,000,000

☐ Yes ☒ No

Coverage for First and Third Party liability including but not limited to lost data and restoration, loss of income and cyber breach of information.

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

## **PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT**

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

# **SPECIMEN**

**(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)**

# DUBUQUE FIRE & EMS MEDICAL DIRECTOR DUTIES AND STATEMENT OF AFFIRMATION

## EMS PHYSICIAN MEDICAL DIRECTOR DUTIES

Physicians that choose to serve as medical director for Dubuque Fire & EMS are obligated to comply with 147A--Chapter 132: Emergency Medical Services--Service Program Authorization. The rules can be accessed at <https://idph.iowa.gov/bets/ems> >> Administrative Rules.

Physicians that choose to function as the service pharmacy are obligated to comply with 657--Chapter 11: Drugs in Emergency Medical Service Programs. The rules can be accessed at <https://idph.iowa.gov/bets/ems> >> Administrative Rules.

**"Medical director"** means any physician licensed under Iowa Code chapter 148 who shall be responsible for overall medical direction of the service program and who has completed a medical director workshop, sponsored by the Iowa Bureau of Emergency and Trauma Services, within one year of assuming duties.

The medical director's duties in Chapter 132 are included on the following list. Many of these responsibilities and duties may be assigned to a designee. Designations must be done in writing and need to be monitored by the medical director.

### JOB DESCRIPTION/LIAISON

A medical director shall:

- 132.3(2) *b.* (1) Be accessible for medical direction 24 hours per day, seven days per week or ensure accessibility to alternate medical direction.
- 132.3(2) *b.* (2) Ensure that all duties and responsibilities of the medical director are not relinquished before a new or temporary replacement is functioning in that capacity.
- 132.3(2) *b.* (3) Complete a department-sponsored medical director training within one year of assuming duties as a medical director and at a minimum once every three years thereafter.
- 132.3(2) *b.* (6) Be available for individual evaluation and consultation with service program personnel.
- 132.3(2) *b.* (7) Have authority to restrict a service program's authorized functional EMS service level.
- 132.3(2) *b.* (8) Have the authority to permanently or temporarily restrict a service program member to function within a lower-level scope of practice or prohibit a service program member from providing patient care.

In addition to the above-mentioned duties detailed in Chapter 132, the medical director will:

- Act as a liaison with various local, regional, state, and national medical communities regarding emergency medical service system by reviewing and responding to community needs.
- When available, the medical director is encouraged to attend the following meetings: Departmental Quarterly EMS Meetings, County EMS Association meetings, County Drug Box Committee meetings, Departmental EMS Focus Group meetings, CQI Committee meetings.)

## **PROTOCOLS**

**“Protocols”** means written directions and orders approved by a service program’s medical director utilizing the EMS clinical guidelines.

A medical director shall:

132.3(2) *b.* (4) Develop, approve, and update service program protocols that meet or exceed the minimum EMS clinical guidelines approved by the department.

132.3(2) *b.* (5) Ensure that the emergency medical care providers rostered with the service program are credentialed in the emergency medical skills to be provided and the duties of the emergency medical care provider do not exceed the provider’s scope of practice as referenced in 641—subrule 131.5(2) and the service program’s EMS service level of authorization.

A medical director may:

132.3(2) *c.* (1) Make additions to the department-approved EMS clinical guidelines when developing service protocols provided the additions are within the service program’s level of authorization, the EMS provider’s scope of practice, and acceptable medical practice.

132.3(2) *c.* (2) Request that service program providers provide additional emergency medical care skills on a limited pilot project basis. The pilot project applications are available on the BETS website ([www.idph.iowa.gov/BETS](http://www.idph.iowa.gov/BETS)). The department will issue written notice of an approved or rejected pilot project.

## **CONTINUOUS QUALITY IMPROVEMENT (CQI)**

**“Continuous quality improvement”** or “CQI” means a program that is an ongoing process to monitor standards at all EMS operational levels.

A medical director shall:

132.3(2) *b.* (9) Approve the service program’s CQI program.

132.3(2) *b.* (10) Perform or complete, or appoint a designee to perform or complete, the medical audits in the service program’s established CQI policy.

## **PATIENT CARE REPORT (PCR) AUDITS**

**“Patient care report”** or “PCR” means a report that documents the assessment and management of the patient by the emergency care provider.

A medical director shall:

132.3(2) *b.* (11) Randomly audit (on at least a quarterly basis) documentation of calls where emergency medical care was provided.

132.3(2) *b.* (12) Randomly review audits performed by the qualified appointee.

In addition to the above-mentioned duties detailed in Chapter 132, the medical director will:

- Work with the department's EMS Supervisor and CQI team to evaluate the department's current level of service by its members. This will include reviewing Patient Care Reports, monitoring training, and periodically riding with crews in the field.
- Work with the department's EMS Supervisor to evaluate the continuing education and training needs of the service based on findings from the CQI process.

### **EMERGENCY MEDICAL DISPATCH EVALUATIONS**

The medical director will:

- Work with the Dubuque 911 Center Manager to evaluate the department's current level of service by its members. This will include listening to and evaluating recorded patient calls, monitoring training, and periodically sitting with dispatchers in the Communications Center.
- Work with the Center Manager to arrange continuing education opportunities for dispatchers to complete both field and ED observational rotations.



## PHYSICIAN STATEMENT OF AFFIRMATION


I hereby affirm and declare I have read Iowa Code Chapter 147A and Iowa Administrative Code 641--Chapter 132. The below named Iowa authorized service program(s) will comply with all applicable requirements set forth.

I understand I am responsible for providing appropriate medical direction and overall supervision of the medical aspects of the service program and shall ensure that those duties and responsibilities are not relinquished before a new or temporary replacement is functioning in that capacity.

I understand that, unless previously attended, I must attend an Iowa EMS Physician Medical Director Workshop sponsored by the department within one year of assuming duties.

I understand that failure to comply may result in denial, citation and warning, suspension, revocation or probation of the service program's authorization.

**PRINT OR TYPE SERVICE/SYSTEM NAME(S):**

PHYSICIAN MEDICAL DIRECTOR			
Print First Name	Print Last Name	Signature	License #
Nicholas	Edwards		MD-43516
Mailing Address	City	State	Zip Code
250 Mercy Dr.	Dubuque	IA	52001
Phone	Fax	Email	
563-590-2832	563-589-8805	nicholas.edwards1267@gmail.com	
Have you attended an Iowa EMS Medical Director Workshop?			Yes: <input checked="" type="radio"/> No: <input type="radio"/>
If yes, city: Dubuque, IA		Year (approximately): 2020	

Physician retains a copy of 1-3 (duties). Submit a signed copy of page 4 (affirmation) electronically or mail to your Regional EMS Coordinator.

## IOWA EMS PHYSICIAN MEDICAL DIRECTOR DUTIES

Physicians that choose to serve as medical director for a service program are obligated to comply with Iowa Code 147A--Chapter 132: Emergency Medical Services—Service Program Authorization. The rules can be accessed at [www.idph.state.ia.us/ems](http://www.idph.state.ia.us/ems) >> Bureau >> Iowa Code and Administrative Rules.

Physicians that choose to function as the service pharmacy are obligated to comply with Iowa Board of Pharmacy Administrative Rules 657—Chapter 11: Drugs in Emergency Medical Service Programs and 657--Chapter 10 Controlled Substances. The rules can be accessed at [www.idph.state.ia.us/ems](http://www.idph.state.ia.us/ems) >> Bureau >> Iowa Code and Administrative Rules.

**"Medical director"** means a physician designated by the service program and responsible for providing medical direction and overall supervision of the medical aspects of the service program and has completed a department-sponsored medical director training within one year of assuming duties as a medical director and at a minimum once every three years thereafter.

The medical director's duties in Chapter 132.3(2) are included on the following list. Many of these responsibilities and duties may be assigned to an appointee. Designations must be done in writing and need to be monitored by the medical director.

### JOB DESCRIPTION/LIAISON

#### **132.3(2) b. Medical director:**

- (1) Be accessible for medical direction 24 hours per day, seven days per week or ensure accessibility to alternate medical direction.
- (2) ensure that all duties and responsibilities of the medical director are not relinquished before a new or temporary replacement is functioning in that capacity.
- (3) Complete a department-sponsored medical director training within one year of assuming duties as a medical director and at a minimum once every three years thereafter.
- (4) Develop, approve, and update service program protocols that meet or exceed the minimum EMS clinical guidelines approved by the department.
- (5) Ensure that the emergency medical care providers rostered with the service program are credentialed in the emergency medical skills to be provided and the duties of the emergency medical care provider do not exceed the provider's scope of practice as referenced in 641—subrule 131.5(2) and the service program's EMS service level of authorization.
- (6) Be available for individual evaluation and consultation with service program personnel.
- (7) Have authority to restrict a service program's authorized functional EMS service level.
- (8) Have the authority to permanently or temporarily restrict a service program member to function within a lower level scope of practice or prohibit a service program member from providing patient care.
- (9) Approve the service program's CQI program.
- (10) Perform or complete, or appoint a designee to perform or complete, the medical audits in the service program's established CQI policy.
- (11) Randomly audit (on at least a quarterly basis) documentation of calls where emergency medical care was provided.

(12) Randomly review audits performed by the qualified appointee.

**132.3(2) c. A medical director may:**

- (1) Make additions to the department-approved EMS clinical guidelines when developing service protocols provided the additions are within the service program's level of authorization, the EMS provider's scope of practice, and acceptable medical practice.
- (2) Request that service program providers provide additional emergency medical care skills on a limited pilot project basis. The pilot project applications are available on the BETS website ([www.idph.iowa.gov/BETS](http://www.idph.iowa.gov/BETS)). The department will issue written notice of an approved or rejected pilot project.
- (3) Approve the PA and RN exception form identifying the level of EMS provider equivalency not to exceed the service program's EMS service level authorization for each PA and RN who will be providing emergency medical care as part of the service program.
- d. A medical director who receives no compensation for the performance of the director's volunteer duties under this chapter shall be considered a state volunteer as provided in Iowa Code section 669.24 while performing volunteer duties as an emergency medical services medical director. Compensation does not include payments for reimbursement of expenses.
- e. A medical director, supervising physician, PA, or ARNP who gives orders to an emergency medical care provider is not subject to criminal liability by reason of having issued the orders and is not liable for civil damages for acts or omissions relating to the issuance of the orders unless the acts or omissions constitute recklessness.
- f. Nothing in these rules requires or obligates a medical director, supervising physician, PA, or ARNP to approve requests for orders received from an emergency medical care provider.
- g. A service program medical director who fails to comply with Iowa Code chapter 147A or these rules may be referred to the Iowa board of medicine.

**132.3(7) Continuous quality improvement (CQI)**

- a. A service program shall develop, maintain, and follow a CQI program that follows a written CQI policy.
- b. The CQI program shall include medical audits that review patient care provided.
- c. The CQI program shall be utilized to identify deficiencies or potential deficiencies regarding medical knowledge or skill or procedure performance.
- d. The CQI program shall review at a minimum 911 response and scene times.
- e. The CQI program shall develop a written plan that monitors, identifies and documents at a minimum continuing education, credentialing of skills and procedures, and personnel performance for the service program's emergency medical care providers, drivers, PA and RN exceptions.
- f. The CQI program shall establish measurable outcomes that reflect the goals and standards of the service program.
- g. The CQI program shall ensure completion of loop closure/resolution of identified areas of concern.

**PRINT OR TYPE SERVICE PROGRAM /SYSTEM NAME(S):**

Dubuque Fire Department

--

PHYSICIAN MEDICAL DIRECTOR			
Print First Name	Print Last Name	Signature	Iowa License Number
Nicholas	Edwards	<i>Nicholas Edwards</i>	MD-43516
Mailing Address	City	State	Zip Code
250 Mercy Dr.	Dubuque	IA	52001
Phone	Fax	Email	Date
563-590-2832	563-589-8805	nicholasedwards1287@gmail.com	6/30/2021
Have you attended an Iowa EMS Medical Director Workshop?			Yes: <input checked="" type="radio"/> No: <input type="radio"/>
If yes, city: Dubuque, IA via Zoom Year (approximately): 2020			

#### 132.3(4) Service program requirements.

(3) Select a new or temporary medical director if the current medical director cannot or no longer wishes to serve in that capacity. Selection shall be made before the current medical director relinquishes the duties and responsibilities of that position.

(4) Notify the department in writing within seven days prior to any change in medical director or any reduction or discontinuance of operations.



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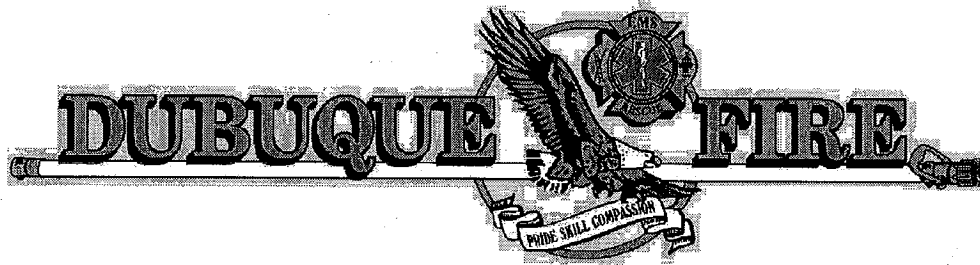
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## STANDARD OPERATING GUIDELINES

<b>DATE FOR REVIEW:</b> January 2022	<b>SOG #: 102.4</b>	<b>DATE CREATED:</b> January 2020
<b>CREATED BY:</b> Esser	<b>SUBJECT:</b> Quality Assurance of EMS	<b>LAST REVIEWED:</b> February 2021
	<b>PAGES:</b> 2	

### PURPOSE-

To improve the quality of EMS provided by ensuring all applicable protocols, policies, SOG's, and best practices are followed for all EMS calls.

### GUIDELINE-

It shall be the responsibility of the company officer to ensure completion of all Patient Care Reports (PCRs) before the end of their work shift.

All responses that required a PCR will go through the EMS review process. The EMS Supervisor shall assign completed PCRs to members of the quality assurance (QA) team for review. All assigned PCRs will be reviewed as soon as possible.

PCR's shall be reviewed to determine:

- Does the care provided meet the expected standard of care based on findings from the PCR?
- Did a protocol deviation take place, and if so why, and is the reason documented?
- Did an equipment failure, or a lack of proper equipment, affect the outcome?
- Does the incident have the proper documentation?

The member reviewing the PCR for QA will use the guidelines developed to help with consistency among all reports. If the reviewer finds an issue requiring changes, the reviewer will send a message to the author of the report through ESO advising the author of the recommended changes. All PCRs are to have gone through the QA process within seven days of being written. Changes are to be completed the next work day the author of the PCR is on duty.

The EMS Supervisor will perform a documentation review of PCRs prior to being submitted to the billing company. This is to ensure the PCR has the appropriate codes required for billing.

The EMS Supervisor will also work with the fire department's medical director on quality assurance reviews. The medical director will advise on the type of incidents, medication administration, procedures, and/or adverse outcomes he/she would like to review on a quarterly basis. Results of the medical director's review will be discussed with the department at the EMS meetings.



Performance measures evaluated shall be a comparison of the department vs ESO Index measures for Stroke assessment, End Tidal use with advanced airways, 12 lead acquisition for chest pain, and ASA use in chest pain. Conformity with Mission Lifeline guidelines for performance and recognition is an annual goal. Other performance measures examined are the BETS Compass quarterly reports, department quarterly reports and ESO ad hoc reports.

AARs shall be held after responses that involve a cardiac arrest. An AAR may be held after responses that involve a serious medical, major trauma (fall from heights, entanglement, penetrating injuries), or following any response the incident commander feels it is necessary. For guidance on leading an AAR, refer to SOG 300.11" After Action Review"

## **DEFINITIONS-**

AAR- After action report

PCRs- Patient care reports

QA- Quality assurance

SOG's- Standard operating guidelines

## **REFERENCES-**

SOG 300.11

Nicholas J. Edwards

Nicholas J. Edwards, MD

6/30/21

Date

**PUBLIC IMPROVEMENT CONTRACT**

## SECTION 00500

**2021 ASPHALT OVERLAY RAMP PROJECT FOUR**

THIS IMPROVEMENT CONTRACT (the Contract), made in triplicate, dated for references purposes the 9th day of June 2021 between the City of Dubuque, Iowa, by its City Manager, through authority conferred upon the City Manager by its City Council (City), and Tschiggfrie Excavating Co (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 **2021 Asphalt Overlay Ramp Project Four**.
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. The Iowa Statewide Urban Design And Specifications (SUDAS) 2020 Edition.
    7. CITY OF DUBUQUE Supplemental Specifications 2020 Edition.
    8. Other Standard and Supplementary Specifications as listed on the Title Page of the Contract Document Manual.
    9. Special Provisions included in the project Contract Document Manual.
    10. Drawings – Consisting of sheets bearing the following general title:  
**2021 Asphalt Overlay Ramp Project Four**
    11. Any Addenda issued.
    12. Insurance Provisions and Requirements (Section 00700).
    13. Sales Tax Exemption Certificate (Section 00750).
    14. Site Condition Information (Section 00775).
    15. Construction Schedule and Agreed Cost of Delay (Section 00800).
    16. Erosion Control Certificate (Section 00900).
    17. Exhibits to this Contract
      - a. Contractor's Bid
      - b. Bidder Status Form (Section 00460).
      - c. The following documentation that must be submitted by Contractor prior to Notice of Award.

## SECTION 00500

Page 2 of 6

18. 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 therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
10. The Contractor hereby represents and guarantees that it has not, nor has any other person for or in its behalf, directly or indirectly, entered into any arrangement or Contract with any

other Bidder, or with any public officer, whereby it has paid or is to pay any other Bidder or public officer any sum of money or anything of value whatever in order to obtain this Contract; and it has not, nor has another person for or in its behalf directly or indirectly, entered into any Contractor arrangement with any other person, firm, corporation or association which tends to or does lessen or destroy free competition in the award of this Contract and agrees that in case it hereafter be established that such representations or guarantees, or any of them are false, it will forfeit and pay not less than ten percent (10%) of the Contract price but in no event less than \$2,000.00 (Two Thousand Dollars) to the City.

11. The surety on the Bond furnished for this Contract must, in addition to all other provisions, be obligated to the extent provided for by Iowa Code 573.6 relating to this Contract, which provisions apply to said Bond.
12. The Contractor agrees, and its Bond is surety therefore, that after the Certificate of Substantial Completion has been issued by the City, it will keep and maintain the Project in good repair for a period of two (2) years.
13. The Project must be constructed in strict accordance with the requirements of the laws of the State of Iowa, and the United States, and ordinances of the City of Dubuque, and in accordance with the Contract Documents.
  - A. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U. S. C. 1958 (H) et. seq.) and the Federal Water Pollution Act (33 U. S. C. 1368 et. seq.) as amended, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15). Contractor must comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) and Department of Labor Regulations (29 CFR, Part 5).
  - B. The City of Dubuque in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.



**CONSENT DECREE  
RELATING TO THE PROJECT**

14. ☐ THIS CONTRACTOR **IS** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE, THE CONSENT DECREE AND THIS SECTION ARE APPLICABLE.

           CITY            CONTRACTOR

- ☒ THIS CONTRACTOR **IS NOT** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE THE CONSENT DECREE AND THIS SECTION ARE NOT APPLICABLE.

The City has entered into a Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa. The provisions of the Consent Decree apply to and are binding upon the City and its officers, directors, employees, agents, servants, successors, assigns, and all persons, firms and corporations under contract with the City to perform the obligations of the Consent Decree.

The City is required to provide a copy of the Consent Decree to any contractor or consultant retained to perform work required by the Consent Decree.

A copy of the Consent Decree is included in the Contract Documents and can be viewed at <http://www.cityofdubuque.org/DocumentCenter/Home/View/3173>. A hard copy is available upon request at the City's Engineering Department Office.

The City must condition any contract to perform work required under the Consent Decree upon performance of the work in conformity with the provisions of the Consent Decree.

The Consent Decree also provides that until five (5) years after the termination of the Consent Decree, the City must retain, and must instruct its contractors and agents to preserve, all non-identical copies of all documents, reports, data, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to the City's performance of its obligations under this Consent Decree, including any underlying research and analytical data. This information-retention period, upon request by the United States or the State, the City must provide copies of any documents, reports, analytical data, or other information required to be maintained under the Consent Decree. At the conclusion of the information-retention period, the City must notify the United States and the State at least ninety (90) Days prior to the destruction of any documents, records, or other information subject to such requirements and, upon request by the United States or the State, the City must deliver any such documents, records, or other information to the EPA or IDNR.

**CERTIFICATION BY CONTRACTOR**

The undersigned, on behalf of the Contractor, with full authority to act on behalf of the Contractor, certifies to the City of Dubuque as follows:

1. I have received a copy of the Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa.
2. All work performed will be in conformity with the provisions of the Consent Decree.
3. All documents reports, data, records, or other information (including documents, records, or other information in electronic form) that relate in any manner to the performance of obligations under the Consent Decree, including any underlying research and analytical data, will be retained as required by the Consent Decree.
4. The Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, or employees from and against any claims, including penalties, costs and fees as provided in the Consent Decree, relating to or arising out of the Contractor's failure to comply with the Consent Decree.

**CONTRACTOR:**

N/A

Contractor

By: 

Signature

Ben Kramer

Printed Name

General Superintendent

Title

06/10/2021

Date

**SECTION 00500**

Page 6 of 6

**THE CITY AGREES:**

15. Upon the completion of the Contract, and the acceptance of the Project by the City Council, and subject to the requirements of law, the City agrees to pay the Contractor as full compensation for the complete performance of this Contract, the amount determined for the total work completed at the price(s) stated in the Contractor's Bid Proposal and less any Agreed Cost of Delay provided for in the Contract Documents.

CONTRACT AMOUNT \$ 159,452.10

**CITY OF DUBUQUE, IOWA:**

City Manager's Office  
Department  
By: Michael Van Milligen  
Signature  
Michael C. Van Milligen  
Printed Name  
City Manager  
Title  
June 21, 2021  
Date

**CONTRACTOR:**

Tschiggfrie Excavating Co.  
Contractor  
By: Ben Kramer  
Signature  
Ben Kramer  
Printed Name  
General Superintendent  
Title  
06/10/2021  
Date

==== END OF SECTION 00500 ====



# **CONSTRUCTION SCHEDULE AND AGREED COSTS OF DELAY**

## **SECTION 00800**

### **800.1 SCHEDULE:**

#### **CALENDAR DAY SCHEDULE:**

Work required by the Contract Documents shall commence within ten (10) calendar days after Notice to Proceed has been issued and shall be Finally Complete by October 30, 2021.

### **800.2 AGREED COSTS OF DELAY:**

Time is of the essence of the Contract. As delay in the diligent prosecution of the work may inconvenience the public, obstruct traffic, interfere with business, and/or increase costs to the City such as engineering, administration, and inspection, it is important that the work be prosecuted vigorously to final completion.

An extension of the contract period may be granted by the City for any of the following reasons:

1. Additional work resulting from a modification of the Contract Documents by approved change order.
2. Delays caused by the City.
3. Other reasons beyond the control of the Contractor, which in the City's opinion, would justify such.

Should the Contractor, or in case of default the Surety, fail to complete the work by the specified Final Completion Date, a deduction at the daily rate for agreed costs of delay will be made for each and every calendar day or working day, whichever is specified, such that the work remains uncompleted. The Contractor or the Contractor's Surety shall be responsible for all costs incidental to the completion of the work, and shall be required to pay the City the following daily costs:

- A. For each calendar day that any work remains uncompleted beyond the Substantial Completion date the contractor will be assessed and shall pay, \$400.00 per calendar day, not as a penalty but as predetermined and Agreed Cost of Delay until Substantial Completion requirements are met.

Permitting the Contractor to continue and finish the Work, or any part of it, after the expiration of the Substantial and Final Completion dates or Milestone Dates or extension thereof shall in no way operate as a waiver on the part of the City of any of its rights or remedies under the contract, including its right to Agreed Cost of Delay pursuant to this provision. Furthermore, the assessment of Agreed Cost of Delay shall not constitute a waiver of the City's right to collect any additional damages which the City may sustain by failure of the Contractor to carry out the terms of the Contract.

**SECTION 00800**

Page 2 of 2

The Agreed Cost of Delay rates specified in the Contract Documents is hereby agreed upon as the true and actual damages due the City for loss to the City and to the public due to obstruction of traffic, interference with business, and/or increased costs to the City such as engineering, administration, construction, and inspection after the expiration of the contract times, or extension thereof. Such Agreed Cost of Delay will be separately invoiced to the Contractor, and final payment will be withheld from the Contractor until payment has been made of this invoice for the agreed cost of delay. The Contractor and its surety shall be liable for any agreed cost of delay in excess of the amount due the Contractor.

**==== END OF SECTION 00800 ====**

**EROSION CONTROL CERTIFICATION**

## SECTION 00900

Dated: 06/10/2021

City: The City of Dubuque – Engineering Department  
Address: 50 West 13<sup>th</sup> Street  
Dubuque, Iowa 52001

Project: **2021 Asphalt Overlay Ramp Project 4**

Contract No. \_\_\_\_\_

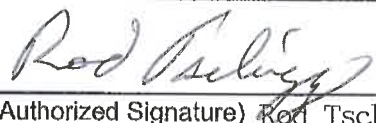
Description: Replacement of thirty-three (33) access ramps and seven (7) single storm intake replacements at 8 intersections in conjunction with the Public Works Asphalt Overlay program at the following locations: Jackson street at 12<sup>th</sup>, 14<sup>th</sup>, 15<sup>th</sup>, 16<sup>th</sup>, 18<sup>th</sup>, 19<sup>th</sup>, 20<sup>th</sup> and 21<sup>st</sup> streets.

I certify under penalty of law that I understand the terms and conditions of the National Pollutant Discharge Elimination System (NPDES) Permit that authorizes the storm water discharges associated with industrial activities from the construction site and as detailed in the Contract Documents. Further, by my signature, I understand that I am becoming a co-permittee, along with the owner(s) and other contractors and subcontractors signing such certifications, to the Iowa Department of Natural Resources NPDES General Permit No. 2 for "Storm Water Discharge Associated with Industrial Activity for Construction Activities" at the project site. As a co-permittee, I understand that I, and my company, are legally required under the Clean Water Act and the Code of Iowa, to ensure compliance with the terms and conditions of the storm water pollution prevention plan developed under this NPDES permit and the terms of this NPDES permit.

I agree to indemnify and hold the City harmless from any claims, demands, suits, causes of action, settlements, fines, or judgments and costs of litigation, including, but not limited to, reasonable attorney's fees and costs of investigation and arising from a condition, obligation, or requirement assumed or to be performed by the Contractor for storm water pollution and erosion control.

Fines and other costs incurred against the City for the Contractor's failure to provide the required erosion control practices will be paid by the Contractor.

Contractor: Tschiggfrie Excavating

By:   
(Authorized Signature) Rod Tschiggfrie  
Vice-President  
\_\_\_\_\_  
(Title)

**PERFORMANCE, PAYMENT AND MAINTENANCE BOND**  
**SECTION 00600**

KNOW ALL BY THESE PRESENTS:

That we, Tschiggfrie Excavating Co., as Principal (hereinafter the "Contractor" or "Principal") and Merchants National Bonding, Inc., as Surety are held and firmly bound unto the City of Dubuque, Iowa, as Obligee (hereinafter referred to as "Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of One hundred fifty-nine thousand, four hundred fifty-two dollars and ten cents (\$159,452.10), 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 9th day of June 2021, (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 the **2021 Asphalt Overlay Ramp Project Four** detail the following described improvements:

Replacement of thirty-three (33) access ramps at 8 intersections and seven (7) single storm intake replacements in conjunction with the Public Works Asphalt Overlay program at the following locations:

1. Jackson Street at E 12<sup>th</sup> Street, two radius ramps.
2. Jackson Street at E 14<sup>th</sup> Street, four radius ramps.
3. Jackson Street at E 15<sup>th</sup> Street, three radius ramps and two storm intakes.
4. Jackson Street at E 16<sup>th</sup> Street, three double ramps.
5. Jackson Street at E 18<sup>th</sup> Street, four radius ramps and two storm intakes.
6. Jackson Street at E 19<sup>th</sup> Street, four radius ramps and two storm intakes.
7. Jackson Street at E 20<sup>th</sup> Street, one single and three radius ramps.
8. Jackson Street at E 21<sup>st</sup> Street, two single, two double ramps and one storm intake.

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



## SECTION 00600

Page 2 of 4

harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
  - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract Documents within the period of two (2) year(s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship, equipment installed, or materials used in construction of said work;
  - B. To keep all work in continuous good repair; and
  - C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's Contract herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
  - A. To consent without notice to any extension of time authorized in approved change orders to the Contractor in which to perform the Contract;
  - B. To consent without notice to any change in the Contract or Contract Documents, authorized in approved change orders which thereby increases the total contract price and the penal sum of this Bond, provided that all such changes do not, in the

aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase;

- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five (5) years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed one hundred twenty-five percent (125%) of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Dubuque County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and

**SECTION 00600**

Page 4 of 4

remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. 3001227-4

Witness our hands, in triplicate, this 9th day of June, 2021.**SURETY COUNTERSIGNED BY:**

Not required  
Signature of Agent

Printed Name of Agent

Company Address

City, State, Zip Code

Company Telephone Number

**PRINCIPAL:**

Tschiggfrie Excavating Co.  
Contractor

By: Joan Tschiggfrie  
Signature

Joan Tschiggfrie  
Printed Name

Corporate Secretary

Title

**FORM APPROVED BY:**

Michael Van Alstine  
Representative for Owner

**SURETY:**

Merchants National Bonding, Inc.  
Surety Company

By: Dione R. Young  
Signature Attorney-in-Fact Officer

Dione R. Young, Attorney-in-Fact & Iowa Resident Agent  
Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates, LLC  
Company Name

2727 Grand Prairie Parkway  
Company Address

Waukee, IA 50263  
City, State, Zip Code

(515) 223-6800  
Company Telephone Number



**NOTE:**

1. All signatures on this performance, payment, and maintenance Bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

**===== END OF SECTION 00600 =====**

**MERCHANTS**  
**BONDING COMPANY**<sup>TM</sup>  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

**Dione R Young**

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of March, 2020.



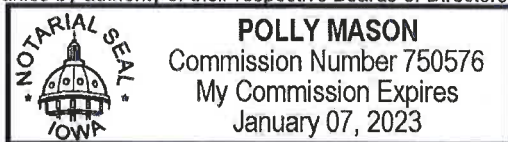
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 5th day of March, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Polly Mason*

Notary Public

(Expiration of notary's commission  
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of June, 2021.



*William Warner Jr.*  
Secretary

**City of Dubuque  
City Council Meeting**

**Consent Items # 15.**

---

**ITEM TITLE:** Emergency Operations Center (EOC) Response to COVID 19  
**SUMMARY:** City Manager transmitting a summary of the response and activities of the Emergency Operations Center (EOC) to COVID-19, providing a snapshot of the mechanics, accomplishments, and future recommendations for operation of the EOC in response to COVID-19.  
**SUGGESTED DISPOSITION:** Suggested Disposition: Receive and File

**ATTACHMENTS:**

**Description**

**Type**

EOC Response to COVID-19 - MVM Memo

City Manager Memo

EOC Response to Covid 19 Memo

Staff Memo



**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Emergency Operations Center (EOC) Response to COVID-19

**DATE:** June 30, 2021

Fire Chief Rick Steines is transmitting a summary of the response and activities of the Emergency Operations Center (EOC) to the COVID-19, providing a snapshot of the mechanics, accomplishments, and future recommendations for operation of the EOC in response to COVID-19.

I have approved the recommendation for de-escalation of the operation from activated to limited/monitoring related to the COVID-19 pandemic. The pandemic is far from being over. The EOC will be ready to adapt to any spikes in cases or other requests from City and County Departments should they become overwhelmed or need assistance. Staff will continue to monitor the local, state and national reports and support our providers as they continue to vaccinate our citizens. Emergency Support Functions will continue to operate and the Incident Management Team will continue to navigate the pandemic and request outside assistance as needed. Staff will continue to be vigilant and monitor requests from the Incident Management Team, hospitals, cities or the county.

  
Michael C. Van Milligen

MCVM:jh  
Attachment

cc: Crenna Brumwell, City Attorney  
Cori Burbach, Assistant City Manager  
Rick Steines, Fire Chief



14928 Public Safety Way  
Dubuque, IA 52002-8216  
Phone: 563-589-4170  
Fax: 563-589-0015  
E-Mail: tom.berger@dbqcoema.com

Thomas I. Berger, Coordinator  
Mike Wuertzer, Chairperson  
Dan Neenan, Vice-Chairperson

**TO:** Michael C. Van Milligen, City Manager

**FROM:** Rick Steines, Fire Chief  
Thomas I. Berger, Emergency Management Coordinator

**SUBJECT:** Emergency Operations Center (EOC) Response to COVID 19

**DATE:** June 23, 2021

**INTRODUCTION:** The purpose of this memo is to summarize the response and activities of the Emergency Operations Center (EOC) to the COVID-19. This memo provides a snapshot of the mechanics, accomplishments, and future recommendations for operation of the EOC in response to COVID-19.

#### **BACKGROUND:**

##### **CORONAVIRUS (COVID-19)**

In late 2019 a coronavirus was detected and soon made its way to the United States. On January 31, 2020, the United States Department of Health and Human Services declared a national public health emergency. Information sharing through webinars and emails with the Iowa Department of Public Health began in February. At that time, there were no cases recorded in the United States. There were many unknowns about the virus at the time it was first detected in the United States and subsequently in Iowa. On March 9, 2020, a proclamation of disaster emergency was declared in the State of Iowa following the first detected cases in Iowa on March 8<sup>th</sup>, 2020. On March 11, 2020, the World Health Organization (WHO) declared the COVID-19 outbreak a global pandemic. On March 19, 2020, we had our first case in Dubuque County and unfortunately on March 24, 2020, Dubuque County recorded the first death of an Iowa resident.

##### **EMERGENCY OPERATIONS CENTER (EOC) PREPAREDNESS**

The City of Dubuque Management Team and EOC have a long history of disaster preparedness, offering training and holding exercises to be ready for any type of an event. Through the guidance from the City Manager and the support of the City of Dubuque Mayor and City Council, we conduct training using the National Incident Management System (NIMS), Incident Command System (ICS) and we have developed a Comprehensive Emergency Management Plan. We include annual exercises to meet state and federal requirements and to ensure we are ready for an emergency, natural or human made. The emphasis placed on disaster preparedness, EOC operations, training and exercises successfully proved to be important to our response to the pandemic.

## **EOC ACTIVATION STATUS**

The City of Dubuque has an Administrative Policy that details the level of EOC activation to include monitoring, limited, partial, full, and advanced. The response status is upgraded or scaled back depending on the response needed to the event. The EOC was in the monitoring phase in February 2020, moving to the limited and partial phase in early March to full activation from April 2020 through May 2021. In June 2021 we decreased back to limited activation and continue to stand ready to ramp up our response if needed.

## **DUBUQUE COUNTY HEALTHCARE PREPAREDNESS COALITION**

The Dubuque County Healthcare Preparedness Coalition Board includes the following members:

- Mary Rose Corrigan, City of Dubuque Health Specialist
- Patrice Lambert, Dubuque County Health Director
- Stacey Killian, Visiting Nurse Association Director
- Karen Vaassen, Unity Point Health – Finley Hospital
- Tilly Frommelt, MercyOne Medical Center
- Tom Berger, Dubuque County Emergency Management Coordinator

This group was initiated and has been meeting for over fifteen years. The group works with funding provided to Dubuque County from the Iowa Department of Public Health to prepare for, respond to and recover from any Public Health Emergency. This group also prepares the agenda and shares information with the entire Dubuque County Healthcare Preparedness Coalition at quarterly meetings. The coalition is an all-encompassing group including health care facilities, long term care facilities, hospitals, fire, EMS, City and County staff. The Coalition has response plans and pre-identified appointments to fill in the Incident Command Structure for a response to a Public Health Emergency.

The Coalition conducted an influenza tabletop exercise on December 12, 2019, that proved to be very beneficial in our response since the start of the Pandemic. Lessons learned from the exercise rolled into our response to the Pandemic and continue today.

## **INCIDENT MANAGEMENT TEAM**

In early March 2020, the Incident Management Team (IMT) was activated and included Patrice Lambert, Mary Rose Corrigan, Stacey Killian and Tom Berger. This committee coordinated the local response to the Pandemic. Early on the IMT met multiple times per day and continued daily through May 2020. In June 2020 the IMT began to meet daily Monday through Friday with an occasional need to meet on the weekends. This continued until May of 2021 when we scaled back to 3-4 times per week. The IMT continues to meet multiple times per week and will do so for many months.

The Comprehensive Emergency Management Plan is designed to follow state and federal response plans. The plan is broken down to Emergency Support Functions (ESFs). In response to an event, an ESF is activated to assist the IMT to perform duties and functions. The following ESFs were activated at some point during the pandemic and performed critical work in our local response:

- ESF 2 – Communications – led by 911 Communications Manager Mark Murphy
- ESF 4 – Fire – led by Fire Chief Rick Steines and local county fire chiefs.
- ESF 5 – Emergency Management led by EMA Coordinator Tom Berger



- ESF 6 – Mass Care, Emergency Assistance, Housing and Human Services led by Housing and Community Development Director Alexis Steger and Human Rights Director Kelly Larson
- ESF 7 – Resource Management led by EMA Coordinator Tom Berger
- ESF 8 – Health and Medical led by Incident Management Team
- ESF 15 – Public Information led by Public Information Officer Randy Gehl

The activation of the ESFs provide the framework for a coordinated response to an event. ESFs serve as the lead to oversee project completion and they reach out to many partners to complete the tasks assigned to them by the IMT or Planning Section. Some of the actions that were performed by using the ESFs are below:

- Isolation Shelter development – ESF6
- Bi-Weekly and then monthly outreach meetings for fire and emergency medical services agencies – ESF4 and ESF8
- Receipt and distribution of personal protective equipment – ESF7
- Request of state and federal support for incident response – ESF5
- Activation of EOC and coordination of incident action events – ESF5
- Operation of a Joint Information Center and conducting press releases – ESF15
- Law enforcement provided security and traffic direction at our vaccine Points of Distribution (POD) – ESF13
- Public Works and Engineering worked with logistics to assist with traffic signage and other design work related to PODs and Testing Sites.

This event required an “all hands-on deck” approach. Our efforts to exercise regularly with all city departments to assist in an emergency proved to be successful. City departments were able to fill response requests from the IMT or EOC and subsequently fill positions within the incident command system structure.

## **DISCUSSION**

### **CITY OF DUBUQUE PLANNING SECTION**

On Monday, March 2, 2020, a meeting was called to start the City of Dubuque response to the pandemic. The initial meeting included the following members City Manager Mike Van Milligen, Public Health Specialist Mary Rose Corrigan, EMA Coordinator Tom Berger, Fire Chief Rick Steines, Police Chief Mark Dalsing, City Attorney Crenna Brumwell, Assistant City Manager Teri Goodmann and Assistant City Manager Cori Burbach. As the response to the pandemic changed, Information Services Manager Chris Kohlman, Assistant Fire Chief Greg Harris and Public Information Officer Randy Gehl were added to the group. In the ICS structure this was determined to be the Planning Section and Chief Steines was identified as the Planning Section Chief.

The planning section met weekly to develop an incident action plan for City departments. Each department was required to send a written report (ICS-201 Report) updating the Planning Section of their current status and also any needs for their department. The information received was processed and placed into an Incident Objectives Report (ICS-202) which established the goals and objectives for the next operational period. The operational periods were weekly from March 8, 2020, through June 12, 2020. From June 12, 2020, through September 3, 2020, the operational period was two weeks. Starting September, 2020, through June 2021, the Planning Section met monthly.



The planning section reports were developed by the team, approved by the City Manager, and then distributed to City Department Heads for implementation of the goals and tasks for the next operational period. The main areas addressed in the documents included continuity of government to maintain critical services, information sharing and protect the public and employees.

### **EOC ACTIVATION UPDATE FOR CITIES AND COUNTIES**

In May 2020, the EOC started to have full activation meetings to update all partners, internal and external. The information shared was collected through the IMT reports, City Planning Section reports, IDPH and CDC Guidance as well as other external information. These meetings were held on the same day and schedule as the Planning Section Meetings. All cities in the County were invited as well as City Department Heads, County Department Heads, Mayor Buol, Dubuque County Supervisors and other elected officials. We also had reports from community partners to include the Greater Dubuque Development Corporation, Community Foundation of Greater Dubuque, and United Way of Dubuque Area Tri-States.

The meetings provided information sharing to all entities and updates from the IMT on the current status, incident priorities and future objectives. Cities were able to share information about closings and how they are responding to the pandemic.

### **RECOMMENDATION**

At this time, it is our recommendation to de-escalate the operation from activated to limited/monitoring. The pandemic is far from being over. We will be ready to adapt to any spikes in cases or other requests from City and County Departments should they become overwhelmed or need assistance. We will continue to monitor the local, state and national reports and support our providers as they continue to vaccinate our citizens. ESFs will continue to operate and the IMT will continue to navigate the pandemic and request outside assistance as needed. We will continue to be vigilant and monitor requests from the IMT, hospitals, cities or the county.

Immediate Future priorities will include the following:

- Continue to promote vaccinations and assist in the delivery of vaccines as needed.
- Process information received from the CDC, IDPH or any source in relation to variant strains and outbreaks in other areas of the country or world.
- Continue the recovery process and complete the needed paperwork and requirements for FEMA reimbursement.
- Develop an After-Action Plan (AAR) to gain insight, comments, criticisms and compliments on what worked and where we can improve for not only the next pandemic but future responses that require EOC activation.
- Support the IMT for any assignments or projects as needed.

Long Term Goals for the EOC

- Incorporate and/or develop any needed plans, training, or exercises to address shortfalls in the AAR.
- Continue to explore grants and funding opportunities as they are made available for follow up from the state or federal governments.

We have dedicated many years planning, training, and exercising for an extended activation of the EOC. With the resources provided through grants and financial assistance offered by local

governments, we were able to accomplish the goals and objectives to address the constantly changing issues with response to a pandemic. The EOC was able to complete projects and aided the IMT allowing them to focus on response operations.

As the IMT continues to work on vaccination plans and other pandemic related problems, the EOC will continue to monitor and be ready to activate again if needed.

We thank you for your continued support of the Dubuque County Emergency Management Agency and appreciate your consideration of our request to move to an incident monitoring activation level of the EOC.

**City of Dubuque  
City Council Meeting**

**Consent Items # 16.**

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**ITEM TITLE:** Fireworks Permit for Mark Molo  
**SUMMARY:** City Manager recommending consideration to issue a permit to Mark Molo for a fireworks display on July 17, 2021.  
**SUGGESTED DISPOSITION:** Suggested Disposition: Receive and File; Approve

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
Fireworks Permit for Mark Molo-MVM Memo	City Manager Memo
2021 Molo Fireworks Memo	Staff Memo
Permit Application	Staff Memo



**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Fireworks Permit for Mark Molo

**DATE:** July 1, 2021

Mark Molo has applied for a permit for a fireworks display for July 17, 2021. The fireworks will be displayed from a barge in the river channel between the Railroad and Julien Dubuque Bridges. The applicant has submitted required documentation including a certificate of liability insurance and license of the pyrotechnics operator. Additionally, the applicant is working with Newt Marine to manage all water-based activity. The applicant has also submitted and is anticipating approval for required river closure from the Coast Guard (Sector 2 St. Louis).

The City Clerk has determined that this display does not require a special event permit. Further, the river display has been determined to be under Coast Guard control, as all activity takes place on the river. The Coast Guard will issue final approval and determination of the required isolation distances for the display. These distances appear to match those in the fire code.

Pending confirmation of Coast Guard approval, the applicant meets all the requirements for a safe display on the water.

Fire Chief Rick Steines recommends City Council consideration to issue a permit to Mark Molo for a fireworks display on July 17, 2021.

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  
Cori Burbach, Assistant City Manager  
Rick Steines, Fire Chief



TO: Michael Van Milligen, City Manager

FROM: Rick Steines, Fire Chief

DATE: July 1, 2021

RE: Fireworks Permit for Mark Molo

## **INTRODUCTION**

Mark Molo has applied for a permit for fireworks display for July 17, 2021. Aerial Fireworks displays require the approval of City Council prior to permit issuance.

## **BACKGROUND**

A permit application has been received for fireworks display on July 17, 2021, at approximately 9:30 p.m. The fireworks will be displayed from a barge in the river channel between the Railroad and Julien Dubuque Bridges. The applicant has submitted required documentation including a certificate of liability insurance and license of the pyrotechnics operator. A check for the permit fee of \$100.00 has been submitted with the application.

Additionally, the applicant is working with Newt Marine to manage all water-based activity. The applicant has also submitted and is anticipating approval for required river closure from the Coast Guard (Sector 2 St. Louis).

## **DISCUSSION**

The City Clerk has determined that this display does not require a special event permit. Further, the river display has been determined to be under Coast Guard control, as all activity takes place on the river. The applicant has hired a licensed pyrotechnics operator for the fireworks and Newt Marine for logistical work. Information on the fireworks display has been communicated to the Coast Guard. The Coast Guard will

issue final approval and determination of the required isolation distances for the display. These distances appear to match those in the fire code.

## **RECOMMENDATION**

The applicant has hired reputable firms to perform the work and is meeting the requirements of the fire code related to such fireworks displays. Pending the confirmation of Coast Guard approval, the applicant meets all the requirements for a safe display on the water.

I recommend submittal to the City Council for consideration to issue a permit to Mark Molo for fireworks display on July 17, 2021. The fire department can only address fire code requirements. City Council should be aware that this display will take place in a public area (on the river and adjacent to the River Walk) but is not a public event.

Cc: Crenna Brumwell, City Attorney  
Adrienne Breitfelder, City Clerk



**11 WEST 9<sup>TH</sup>. STREET DUBUQUE, IOWA 52001**

563-589-4160 FAX 563-589-4209

## Permit Application

Date of Application: 6-15-2021  
Business, Organization, or  
Applicant Name: Mark Molo  
Contact Person: Same  
Address: 123 Southern Ave., Dbq.,  
  
Phone Number:  Fax:   
Cell phone: 563-590-0045  
E-Mail address: mmolo@molocompanies.com

Type of Permit Requested: (Check one)

- ☐ Agricultural Land Burn (30 day)  
☐ Bon Fire (1 day)  
☐ Blasting (30 day)  
☒ Fireworks / Pyrotechnics (1 day)  
☐ Land Clearing Burn (30 day)  
☐ Prescribed Burn (30 day)

**Please provide information regarding permit request and event location:**

Location: on a barge in front of the Grand Harbor resort  
350 Bell St  
As much as possible, a surprise at wedding reception

Details regarding the permit requirements must be filed when application is made and whenever requested by the Fire Marshal. It is the applicant's responsibility to satisfy all permit requirements, submit applicable fees with application, and ensure that conditions are in accordance with applicable State and Local fire regulations.

Applicant's Signature

**FOR DEPARTMENT USE ONLY**

DATE ISSUED:

FEE: \$  ☐ PAID

FIRE MARSHAL



**City of Dubuque  
City Council Meeting**

**Consent Items # 17.**

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**ITEM TITLE:** Liquor License Renewals

**SUMMARY:** City Manager recommending approval of annual beer, liquor and wine licenses 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

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

**ATTACHMENTS:**

**Description**

Liquor License Renewals-MVM Memo  
Staff Memo  
Resolution

**Type**

City Manager Memo  
Staff Memo  
Resolutions

**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Liquor License Renewal for the following:

- 7 Hills Brewing Company, LLC, 1085 Washington Street
- Diamond Jo Casino, 301 Bell Street
- Fischer Lanes, 880 Locust Street
- Jubeck New World Brewing, LLC, 115 West 11<sup>th</sup> Street
- Kwik Star #236, 2035 John F. Kennedy Road
- Paul's Tavern, 176 Locust Street
- Walgreens #11942, 345 East 20<sup>th</sup> Street

**DATE:** July 1, 2021

Chief of Police Mark Dalsing recommends approval of the annual liquor license renewal for the businesses of 7 Hills Brewing Company, LLC, 1085 Washington Street; Diamond Jo Casino, 301 Bell Street; Fischer Lanes, 880 Locust Street; Jubeck New World Brewing, LLC, 115 West 11<sup>th</sup> Street; Kwik Star #236, 2035 John F. Kennedy Road; Paul's Tavern, 176 Locust Street; and Walgreens #11942, 345 East 20<sup>th</sup> 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  
Cori Burbach, Assistant City Manager  
Mark Dalsing, Chief of Police

# MEMORANDUM

**DATE:** June 28, 2021

**TO:** Michael C. Van Milligen  
City Manager

**FROM:** Mark Dalsing  
Chief of Police

**RE:** Liquor License Renewal for the following:

- 7 Hills Brewing Company, LLC, 1085 Washington Street
- Diamond Jo Casino, 301 Bell Street
- Fischer Lanes, 880 Locust Street
- Jubeck New World Brewing, LLC, 115 West 11<sup>th</sup> Street
- Kwik Star #236, 2035 John F. Kennedy Road
- Paul's Tavern, 176 Locust Street
- Walgreens #11942, 345 East 20<sup>th</sup> 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

### 7 Hills Brewing Company, LLC, 1085 Washington Street

Since the last renewal date there have been four calls for service to the establishment. There were no disturbances, no crimes against persons, four crimes against property, and no public morals calls. Additionally, there were no individual violations and no violations against the business.

<b><i>DPD Case #</i></b>	<b><i>Type of Call/Circumstances</i></b>	<b><i>Disposition</i></b>
2020-006664	COVID Violation	Report Taken
2020-006973	COVID Violation	Report Taken
2020-007402	COVID Violation	Report Taken
2020-007573	COVID Violation	Report Taken

#### Diamond Jo Casino, 301 Bell Street

Since the last renewal date there have been 14 calls for service to the establishment. There were three disturbances, one crime against persons, eight crimes against property, and four public morals calls. Additionally, there were four individual violations and no violations against the business.

<b><i>DPD Case #</i></b>	<b><i>Type of Call/Circumstances</i></b>	<b><i>Disposition</i></b>
2020-003901	Theft	Report Taken
2020-004903	Fraud	Report Taken
2020-005430	Warrant; Carrying Concealed Weapon	Report Taken
2020-005436	Public Intoxication – alcohol; Interference with Official Acts; Assault on a Peace Officer	Report Taken
2020-005776	Fraud	Report Taken
2020-006191	Fraud	Report Taken
2020-007435	Public Intoxication – alcohol	Report Taken
2020-008560	Trespass	Report Taken
2020-085687	Disturbance	Handled by Officer
2020-086183	Disturbance	Handled by Officer
2021-000787	Fraud	Report Taken
2021-001038	Criminal Mischief; Public Intoxication – alcohol	Report Taken
2021-001558	Fraud	Report Taken
2021-002499	Warrant	Report Taken
2021-002522	Warrant; Public Morals – possession of drugs	Report Taken

#### Fischer Lanes, 880 Locust 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.

#### Jubeck New World Brewing, LLC, 115 West 11<sup>th</sup> 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.

#### Kwik Star #236, 2035 John F. Kennedy Road

Since the last renewal date there have been seven calls for service to the establishment. There was one disturbance, no crimes against persons, four crimes against property, and one public morals call. Additionally, there was one individual violation and no violations against the business.

<b><i>DPD Case #</i></b>	<b><i>Type of Call/Circumstances</i></b>	<b><i>Disposition</i></b>
2020-004158	Theft	Report Taken
2020-004322	Theft	Report Taken

2020-008020	Theft	Report Taken
2020-050693	Disturbance	Handled by Officer
2021-001728	Warrant	Report Taken
2021-001939	Public Intoxication - alcohol	Report Taken
2021-002599	Fraud	Report Taken

#### Paul's Tavern, 176 Locust 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.

#### Walgreens #11942, 345 East 20<sup>th</sup> Street

Since the last renewal date there have been two calls 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.

<b>DPD Case #</b>	<b>Type of Call/Circumstances</b>	<b>Disposition</b>
2020-005580	Warrant	Report Taken
2021-002249	Fraud	Report Taken

### **RECOMMENDATION**

Based upon a review of the above businesses, we would recommend approval of the annual liquor license for 7 Hills Brewing Company, LLC, 1085 Washington Street; Diamond Jo Casino, 301 Bell Street; Fischer Lanes, 880 Locust Street; Jubeck New World Brewing, LLC, 115 West 11<sup>th</sup> Street; Kwik Star #236, 2035 John F. Kennedy Road; Paul's Tavern, 176 Locust Street and Walgreens #11942, 345 East 20<sup>th</sup> Street.

### **ACTION REQUESTED**

Action requested is for City Council consideration to approve the liquor license renewal for 7 Hills Brewing Company, LLC, 1085 Washington Street; Diamond Jo Casino, 301 Bell Street; Fischer Lanes, 880 Locust Street; Jubeck New World Brewing, LLC, 115 West 11<sup>th</sup> Street; Kwik Star #236, 2035 John F. Kennedy Road; Paul's Tavern, 176 Locust Street and Walgreens #11942, 345 East 20<sup>th</sup> Street.

cc: Crenna Brumwell, City Attorney  
Adrienne N. Breittfelder, 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.

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:

Renewals	
7 Hills Brewing Co, LLC	1085 Washington St.
Diamond Jo Casino	301 Bell St.
Fischer Lanes	880 Locust St.
Jubeck New World Brewing LLC	115 W. 11th St.
Kwik Star #236	2035 J.F. Kennedy Rd.
Paul's Tavern	176 Locust St.
Walgreens #11942	345 East 20th St.

Passed, approved, and adopted this 6<sup>th</sup> day of July 2021.

\_\_\_\_\_  
Roy D. Buol, Mayor

Attest:

\_\_\_\_\_  
Adrienne N. Breitfelder, City Clerk

**City of Dubuque  
City Council Meeting**

**Boards/Commissions # 1.**

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**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.

**Community Development Advisory Commission**

One, 3-Year term through February 15, 2024 (Vacant term of Wainwright)

Applicant:

Danita Grant, 2479 LaVista Ct.

**Historic Preservation Commission**

One, 3-Year term through July 1, 2024 (Vacant term of Reber as Jackson Park District)

Applicant:

Tim Gau 2529 Windsor Ave – Qualifies for temporary appointment until a qualified Jackson Park District representative applies per City Code Section 16-10-1(H)

*This commission is subject to the State of Iowa Gender Balance Law.  
9 Commissioners total; currently 4 males/2 females/3 openings*

*Opening was advertised for 90 days while non-male identifying applicants were sought in adherence with Iowa Code 69.16A Gender Balance.*

*Additional openings on the commission are being advertised for 90 days while nonmale identifying applicants are sought in adherence with Iowa Code 69.16A Gender Balance*

**Mayoral Appointment**

**Library Board of Trustees**

One, 4-Year term through July 1, 2025 (Expiring term of Gorton)

Applicant:

Greg Gorton, 1295 Prairie St.

*This commission is subject to the State of Iowa Gender Balance Law.  
7 Commissioners total; currently 2 males/4 females/1 openings*

**SUGGESTED**



**DISPOSITION:**

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
7-6-21 Overview Sheet	Supporting Documentation
Community Development Advisory Commission Applicant	Supporting Documentation
Historic Preservation Commission Application	Supporting Documentation
Library Board of Trustees Applicant	Supporting Documentation
Details and Openings	Supporting Documentation
Gender Balance Law_Text	Supporting Documentation
Gender Balance Q&A Sheet	Supporting Documentation

**APPLICATIONS FOR CITY OF DUBUQUE  
BOARDS AND COMMISSIONS  
For Council Meeting, of  
Tuesday July 6, 2021  
6:30 p.m., Historic Federal Building, 350 W. 6<sup>th</sup> Street**

<b>APPLICANTS ARE INVITED TO ADDRESS THE COUNCIL REGARDING THEIR APPLICATION FOR APPOINTMENT</b>
--

**Community Development Advisory Commission**

One, 3-Year term through February 15, 2024 (Vacant term of Wainwright)

Applicant:

Danita Grant, 2479 LaVista Ct.

**Historic Preservation Commission**

One, 3-Year terms through July 1, 2024 (Vacant term Reber Jackson Park Interim)

Applicant:

Tim Gau 2529 Windsor Ave – Qualifies for temporary appointment until a qualified Jackson Park District representative applies per City Code Section 16-10-1(H)

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

*9 Commissioners total; currently 4 males/2 females/3 openings*

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*Additional openings on the commission are being advertised for 90 days while nonmale identifying applicants are sought in adherence with Iowa Code 69.16A Gender Balance*

**Mayoral Appointment**

**Library Board of Trustees**

One, 4-Year term through July 1, 2025 (Expiring term of Gorton)

Applicant:

Greg Gorton, 1295 Prairie St.

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

*7 Commissioners total; currently 2 males/4 females/1 openings*

<b>APPOINTMENTS TO THE FOLLOWING COMMISSIONS TO BE MADE AT THIS MEETING.</b>
--

**Housing Appeals and Mediation Board**

One, 3-Year term through January 1, 2024 (Initial term on this board. Board was created on December 7, 2020 as a result of restructuring the Building Code Boards)

Applicants:

George Cooley, 2255 Francis St.

Lynn Sutton, 859 Air Hill St. (Additional Applicant)

*Membership Requires Balance of Landlords, Tenants and Other Interested Citizens*

*5 Commissioners total; currently 2 Landlords/1 Tenant/1 Interested Citizen / 1 Opening*

Title 2,  
Chapter 5  
Article C

**COMMUNITY DEVELOPMENT ADVISORY COMMISSION**

Amendment Adopted 7-15-19

**2-5C-1: COMMISSION CREATED:**

There is hereby created the Community Development Advisory Commission.

**2-5C-2: PURPOSE:**

The purpose of the commission is to provide for citizen participation in the development and evaluation of the city's Community Development Block Grant (CDBG) program.

**2-5C-3: INTERNAL ORGANIZATION AND RULES:**

The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this Code of Ordinances or the Iowa Code.

**2-5C-4: PROCEDURES FOR OPERATION:**

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations.

**2-5C-5: MEMBERSHIP:**

- A. The commission comprises nine (9) residents of the city, appointed by the city council.
- B. Residents must be eighteen (18) years of age or older.
- C. Qualifications.
  - 1. Four (4) members must be residents of census tracts and block groups where at least fifty one percent (51%) of the residents are low/moderate income persons as determined by the United States Department of Commerce, Bureau of the Census.
  - 2. Four (4) members must be residents of the community at-large.
  - 3. One (1) member must be appointed by and from the membership of the Housing Commission, with approval from the city council.

**2-5C-6: OATH:**

Each person, upon appointment or reappointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or reappointment or at the city clerk's office any time prior to the first meeting of the commission.

**2-5C-7: TERMS:**

The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified, provided, however, that the term of the cross-representative appointee from the City of Dubuque Housing Commission must coincide with their term on the Housing Commission.

**2-5C-8: VACANCIES:**

Vacancies must be filled in the same manner as original appointments

**2-5C-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.

**2-5C-10: MEETINGS:**

A. Regular Meetings. The commission must meet monthly.

B. Special Meetings. Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.

C. Open Meetings. All meetings must be called and held in conformance with the Iowa Open Meetings Law.

D. Attendance.

1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.

2. Attendance must be entered upon the minutes of all meetings.

E. Minutes. A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after each meeting, or by the next regularly scheduled city council meeting, whichever is later.

F. Quorum. Five (5) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution.

**2-5C-11: COMPENSATION:**

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies budget.

**2-5C-12: REMOVAL:**

Except as provided in 2-5C-10(D)(1), the city council may remove any commissioner for good cause.

**C-13: POWERS:**

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

A. To conduct public hearings in accordance with the minimum standards established in the CDBG program's Citizen Participation Plan to ensure meaningful citizen input in the planning, implementation, and assessment of the CDBG program;

- B. To provide for and encourage the participation of low/moderate income persons who reside in designated areas of slum and blight and residents of low/ moderate income neighborhoods, as defined by the city council, in the planning, implementation, and assessment of the CDBG program;
- C. To identify community development needs, particularly the needs of persons of low/moderate income;
- D. To serve in an advisory role upon the request of the city council in policy decisions regarding funding priorities and program development and implementation;
- E. To monitor and evaluate program activities to advise whether identified community development objectives have been met;
- F. To undertake public information efforts to educate the citizenry of the availability of CDBG funded programs and to provide for a greater understanding of the city's community development efforts;
- G. To assist in the preparation of the statement of community development objectives assess needs, priorities, and projected use of funds, amendments thereto, and required reports, including but not limited to, the Annual Action Plan, Consolidated Annual Performance and Evaluation Report, and the five-year Consolidated Plan;
- H. To serve in an advisory role to the city manager in the review of complaints and grievances received in accordance with the procedures established in this Code; and,
- I. To support, upon request, the efforts of the city council and other city commissions in the assessment of the general development needs of the community.

#### **C-14: GRIEVANCE PROCEDURE; REVIEW STANDARDS; APPEAL PROCESS:**

The grievance procedure for the CDBG program is as follows:

- A. Any aggrieved person may file a grievance with the city manager.
- B. Grievances must contain a concise statement of the grievance and an explanation of the action desired.
- C. The city manager must forward the grievance to the commission within seven (7) business days of its receipt.
- D. The commission, within fifteen (15) working days of the receipt of the grievance, must set a time for a hearing. The complainant must be notified in writing of the time and place of the hearing. If a grievance is resolved prior to the date of the hearing, the aggrieved party must request in writing that the grievance be withdrawn.
- E. The commission must conduct a hearing to review the grievance. The grievant may appear in person, by agent, or by attorney. All persons wishing to appear before the commission have an opportunity to be heard regarding the grievance. Minutes must be kept of the proceedings of the hearing.

F. The commission must forward its recommendation, in writing, to the city manager within ten (10) business days following the hearing.

G. The city manager must receive and review the recommendation of the commission and respond to the grievant within ten (10) business days of the receipt of the recommendation. The commission must be advised of the action of the city manager.

H. The recommendations of the commission must comply with the regulations established by the U.S. Department of Housing and Urban Development for the CDBG program under Title I of the Housing and Community Development Act of 1974 and this Code.

I. If the grievant is unsatisfied with the response of the city manager, an appeal may be filed with the city clerk. The appeal must be forwarded by the city clerk to the city council. The city council may, at its discretion, hold a hearing to consider the concerns of the grievant.

J. Upon review of the appeal, the city council must:

1. Accept the response of the city manager; or,
2. Modify the response of the city manager; or,
3. Return the grievance to the city manager for further review.

If the outcome of such appeal is unsatisfactory, the complainant may file a written appeal with the U.S. Department of Housing and Urban Development.

## **2-5C-15: PROCEDURES FOR OPERATIONS:**

The commission must operate in accordance with the standards and procedures set forth in the city's CDBG program's Citizen Participation Plan.

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Adrienne Breitfelder](#); [Trish Gleason](#); [Alexis Steger](#); [Teresa Bassler](#)  
**Subject:** Online Form Submittal: Board/Commission Application Form  
**Date:** June 3, 2021 6:58:04 PM

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## Board/Commission Application Form

Individuals serving on Boards and Commissions play an important role in advising the City Council on matters of interest to our community and its future. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA, accepts applications for any Board and/or Commission at any time. Applications stay active for one year from the date of receipt in the Clerk's Office. Applications to multiple vacancies and/or reappointment requests requires separate applications.

---

Please complete the online application and separate optional demographic information below

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### Personal Information

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Select the Board, Commission, or Committee applying for:	Community Development Advisory Commission
--	---

---

Please identify which opening on the Community Development Advisory Commission your qualifications represent:	At-Large
---	----------

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Name:	Danita Grant
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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	<i>Field not completed.</i>
---------------------	-----------------------------



please specify:

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Home Address: 2479 LaVista Ct

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) 543-0462

---

Business Name: Dubuque Bank & Trust

---

Business Address: 1398 Central Ave.

---

Business Zip Code: 52001

---

Business Phone Number: (563) 589-0961

---

Occupation: Attorney/Trust Officer

---

Position with Company Vice President

---

Email Address(es): dgrant@dubuquebank.com

---

Experience or education which qualifies you for this board or commission:

I have served on several Boards and Committees for non-profit organizations in Dubuque:

ROTARY CLUB OF DUBUQUE - Club Member (2010 – Present), Board Member (2014 – Present), Club President (2019 – 2020) and Youth Exchange Officer (2015 – Present)

NORTHEAST IOWA SCHOOL OF MUSIC (NISOM) - Board Member (2012 – 2016 and 2017 – 2020) and Treasurer (2017 – 2020)

OPENING DOORS DUBUQUE – Personnel Committee Member (2017 – 2020)

CITY OF DUBUQUE HOUSING COMMISSION – Housing Commissioner (2002 – July 2006)

LITTLE CLOUD GIRL SCOUT COUNCIL – Board Member (2002 – 2007)

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What contributions can you make or state reason for applying?

My Board and volunteer experience with NISOM, the Little Cloud Girl Scout Council, Opening Doors, Rotary and the City's Housing Commission make me an excellent candidate for the open At-Large position on this Commission. My legal background and experience could also prove beneficial to this Commission.

The City of Dubuque and all it has to offer has grown and improved immensely since I first moved here in 2000. I have been so impressed with the positive changes our City has made and the improvements to our community for the benefit of all. I would like to be a part of continuing that forward momentum. I am a transplant, but I have made Dubuque my home. And it is my children's home. It is important to me for Dubuque to continue to improve and further its community development for the future of my children, who absolutely love their hometown.

Describe your experience working in diverse environments:

I have represented many clients in civil/human rights cases and litigated a wide variety of civil/human rights issues in my law career. Since leaving the law practice in 2016, I have worked at DB&T as a Trust and Fiduciary Officer in the Wealth Management department. The bank, along with its parent company, HTLF, has made diversity in the workplace a priority. We have a fairly diverse workforce, but we continue to work to advance diversity and inclusiveness throughout the company and in our communities and business relationships. I have been a Rotarian for over 11 years, a former President of the Dubuque Rotary Club (2019-2020) and have been the Dubuque Rotary Club's Youth Exchange Officer, overseeing and running the Youth Exchange program for the Club, for the past 5 years. I was a rotary exchange student myself in high school, spending several months in France during my senior year in high school. Six years ago I hosted an exchange student from Paraguay in my home for 5 months. I have also given presentations at the Multicultural Center on the Rotary youth exchange program.

Describe your experience engaging other community members to gather their input and opinions:

When I first moved to Dubuque in 2000 I assisted the then Little Cloud Girl Scout Council with a review and assessment of the Council, which is required of every council every 3 - 5 years. I was tasked with reviewing documents and programs, but also interviewing community members on how well the council was doing in meeting the needs of girls in the community. When I joined the Board for the Little Cloud Council (2002-2007) we were tasked with helping to find ways to better engage the Pacific Islander community in our area.

I previously served on the Dubuque Housing Commission from 2002-2006, in which I participated in the review of the City's Housing Department and its programs, as well as hearing housing appeals from community members.

I have served on the Board for the Northeast Iowa School of Music (2012-2020) and actively participated in conducting community surveys on the programs NISOM provides to ensure we are meeting our community's needs.

List two references:

Stacey Hines (402) 968-0916

(Include their name and phone number)	Kim Wetter (563) 581-5731
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which?	Field not completed.
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which?	Housing Commission (2002-2006)
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.
<p>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.</p>	
Signature (type your name here as electronic verification):	Danita Grant
Date:	6/3/2021

Click [here](#) to report this email as spam.

Title 16  
Chapter 10  
**HISTORIC PRESERVATION COMMISSION**

Amended 6-1-15

**A. Commission Created:**

There is hereby created the Historic Preservation Commission.

**B. Purpose:**

The purpose of the commission is to:

1. Promote the educational, cultural, economic, and general welfare of the public through the protection, enhancement, and perpetuation of districts, individually designated historic properties, landmarks, and landmark sites of prehistoric, historic, architectural, archeological, and cultural significance;
2. Safeguard the city's prehistoric, historic, aesthetic, architectural, archeological, and cultural heritage by preserving historic properties, districts, landmarks, and landmark sites of historical, architectural, and cultural significance;
3. Stabilize and improve property values;
4. Foster civil pride in the legacy of beauty and achievements of the past;
5. Protect and enhance the city's attractions to tourists and visitors and the support and stimulus to the business thereby provided;
6. Strengthen the economy of the city; and
7. Promote the use of properties, districts, landmarks, and landmark sites of prehistoric, historic, architectural, archeological, and cultural significance as sites for the education, pleasure, and welfare of the people of the city.

**C. Internal Organization and Rules:**

The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this Code of Ordinances or the Iowa Code.

**D. Procedures for Operation:**

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations.

**E. Membership:**

1. The Commission comprises nine (9) residents of the city, appointed by the city council.
2. Age Requirement. Residents must be eighteen (18) years of age or older.
3. Special Qualifications.
  - a. One (1) resident from each designated historic preservation district, including historic districts hereinafter established.
  - b. Four (4) at-large members.

c. Each member must possess qualifications evidencing expertise or interest in architecture, history, archeology, law, construction, building rehabilitation, city planning, or conservation in general.

d. One (1) member must be a licensed architect.

4. Membership on the commission must comply with the provisions of Iowa Code §69.16A, relating to gender balance, and Iowa Code §303.34, subsection 3, relating to establishment of a commission to deal with matters involving areas of historical significance.

#### **F. Oath:**

Each person, upon appointment or reappointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or reappointment or at the city clerk's office any time prior to the first meeting of the commission.

#### **G. Terms:**

The term of office for a commissioner is three (3) years or until such commissioner's successor is appointed and qualified.

#### **H. Vacancies:**

Vacancies must be filled in the same manner as original appointments. In the event that a vacancy occurs in a seat which requires that the appointee be a resident of a historic preservation district and for which there is no application from a qualified resident, the city council must appoint a tenth commissioner, which appointment is temporary, and upon appointment of a qualified resident to the vacancy, the temporary appointment terminates.

#### **I. Officers/Organization:**

The commissioners must elect from its membership a chairperson and vice chairperson, whose terms of office are fixed by bylaws adopted by the commission. The chairperson presides over the meetings of the commission and has the right to vote. The vice chairperson, in cases of absence or disability of the chairperson, may perform the duties of the chairperson. The city manager must designate a city employee to serve as secretary to the commission. The secretary must keep a record of all resolutions, proceedings, and actions of the commission.

#### **J. Meetings:**

1. Regular Meetings. The commission must meet at least three (3) times in a calendar year to maintain Certified Local Government status.

2. Special Meetings. Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.

3. Open Meetings. All meetings must be called and held in conformance with the Iowa Open Meetings Law.

4. Attendance.

a. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.

b. Attendance must be entered upon the minutes of all meetings.

5. 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.

6. 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.

**K. Compensation:**

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies and budget.

**L. Removal:**

The city council may remove any commissioner for cause upon written charges and after a public hearing.

**M. Powers:**

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

1. To promote and conduct educational and interpretive programs on historic properties within its jurisdiction.
2. To develop and adopt specific standards for review and design guidelines, in addition to those set forth in section 16-10-7 of this chapter, for the alteration of landmarks, landmark sites, individually designated historic properties and property and structures within historic districts.
3. To adopt its own bylaws.
4. To identify, evaluate, register, manage and protect significant prehistoric and historic archeological sites.
5. To conduct an ongoing survey to identify historically, archaeologically and architecturally significant properties, structures and areas that exemplify the cultural, social, economic, political, archeological or architectural history of the nation, state or city.
6. To research and recommend to the city council the adoption of ordinances designating areas as having historic, architectural, archeological or cultural value or significance as historic districts.
7. To research and recommend to the city council the adoption of ordinances designating properties or structures having historic, architectural, archeological or cultural value or significance as landmarks or landmark sites.
8. To research and recommend to the city council the adoption of ordinances designating properties as having historic, architectural, archeological or cultural value or significance as individually designated historic properties.
9. To research and recommend to the city council the adoption of ordinances designating areas as having historic, architectural, archeological or cultural value as "conservation districts".



10. To research and recommend to the city council the adoption of ordinances designating areas as having historic, architectural, archeological or cultural value as "conservation planning areas".

11. To maintain a register of all properties and structures which have been designated as landmarks, landmark sites or historic districts, including all information required for each designation.

12. To assist and encourage the nomination of landmarks, landmark sites and historic districts to the national register of historic places, and review and comment at a public hearing on any national register nomination submitted to the commission upon the request of the mayor, city council or the state historic preservation office.

13. To confer recognition upon the owners of landmarks, individually designated historic properties or of property or structures within historic districts.

14. To review in progress or completed work to determine compliance with specific certificates of appropriateness or certificates of economic non-viability.

15. To serve as an advisory design review body to the city council for review of public works projects which have historic preservation implications in historic districts, individually designated historic properties, or for alteration of landmarks, landmark sites or structures, that would result in a material change in appearance or be visible from the public way.

16. To serve as an advisory review body to the city council for the review of public planning, design, construction, and maintenance needs in conservation planning areas upon request from the city council.

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Adrienne Breitfelder](#); [Trish Gleason](#); [Wally Wernimont](#); [Jane Glennon](#); [Christine Happ Olson](#)  
**Subject:** Online Form Submittal: Board/Commission Application Form  
**Date:** May 13, 2021 12:45:31 PM

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## Board/Commission Application Form

Individuals serving on Boards and Commissions play an important role in advising the City Council on matters of interest to our community and its future. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA, accepts applications for any Board and/or Commission at any time. Applications stay active for one year from the date of receipt in the Clerk's Office. Applications to multiple vacancies and/or reappointment requests requires separate applications.

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Please complete the online application and separate optional demographic information below

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### Personal Information

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Select the Board, Commission, or Committee applying for:	Historic Preservation Commission
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Please identify which opening on the Historic Preservation Commission your qualifications represent:	At-Large
--	----------

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Name:	Tim Gau
-------	---------

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Gender (choose all that apply) Note: Some City Boards/Commissions are subject to the gender balance requirement in Iowa Code Section 69.16A	Man
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---

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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2529 Windsor Ave

Home Address:  
PLEASE NOTE: you  
must live within the  
Dubuque city limits  
to apply/serve on a  
City of Dubuque  
board or commission

---

Zip Code: 52001

---

Home Phone  
Number: 5634517384

---

Business Name: Avantax Planning Partners

---

Business Address: 3390 Asbury Rd

---

Business Zip Code: 52002

---

Business Phone  
Number: 563-582-2855

---

Occupation: Office Employee

---

Position with  
Company Retirement Services Technical Specialist

---

Email Address(es): timgau21@gmail.com

---

Experience or  
education which  
qualifies you for this  
board or  
commission: Graduated from the University of Northern Iowa with a History degree  
and previously worked at the Grout Museum District while in school.

---

What contributions  
can you make or  
state reason for  
applying? I would like to focus on making an impact on my hometown, and look  
forward to the opportunity to serve and see it continue to grow and  
thrive, while continuing to keep our local history.

---

Describe your  
experience working  
in diverse  
environments: From working as a custodian while in school, to a museum, living in  
Scotland for a semester abroad, and coming back to Dubuque I've  
been around a variety of people and welcome diversity!

---

Describe your  
experience engaging  
other community  
members to gather This is admittedly something I would like to begin doing more of, as I  
do not do much in the way of engaging the community as a whole.

their input and  
opinions:

---

List two references:  
(Include their name  
and phone number)

References available upon request

---

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):

Timothy Gau

---

Date:

5/13/2021

---

Title 2  
Chapter 7  
**BOARD OF LIBRARY TRUSTEES**

Amended 8-5-16

**2-7-1: BOARD CREATED:**

There is hereby created the Board of Library Trustees.

**2-7-2: PURPOSE:**

The purpose of the board is to control and direct the Carnegie-Stout Public Library.

**2-7-3: INTERNAL ORGANIZATION AND RULES:**

The board may adopt rules and regulations to govern its organizational procedures as outlined in the Board of Trustees by-laws, which are not in conflict with this Code of Ordinances or the Iowa Code.

**2-7-4: PROCEDURES FOR OPERATION:**

Except where the board's operations are governed by the Iowa Code, the board may adopt policies to govern its operation.

**2-7-5: MEMBERSHIP:**

- A. The board comprises seven (7) residents of the city, appointed by the mayor with the concurrence of the city council.
- B. Residents must be eighteen (18) years of age or older.
- C. Membership on the board must comply with the provisions of Iowa Code §69.16A, relating to gender balance. No person can be appointed or reappointed to the board if that appointment or reappointment would cause the number of members of one gender to be greater than one-half ( $\frac{1}{2}$ ) of the membership of the board plus one (1). If the city has made a good faith effort to appoint a qualified person to fill a vacancy on the board 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.

**2-7-6: OATH:**

Each person, upon appointment or reappointment to the board, must execute an oath of office at the first meeting of the board following the appointment or reappointment or at the city clerk's office any time prior to the first meeting of the board.

**2-7-7: TERMS:**

The term of office for members of the board is four (4) years or until such member's successor is appointed and qualified.

**2-7-8: VACANCIES:**

Vacancies must be filled in the same manner as original appointments.

**2-7-9: OFFICERS/ORGANIZATION:**

The board must choose annually a chairperson and vice-chairperson, each to serve a term of one (1) year. The chairperson must appoint a secretary. The board must fill a vacancy among its officers for the remainder of the officer's unexpired term.

**2-7-10: MEETINGS:**

A. Regular Meetings. The board must meet not less than what is required by the State Library of Iowa standards for accreditation.

B. Special Meetings. Special meetings may be called by the chairperson or at the written request of a majority of the members.

C. Open Meetings. All meetings must be called and held in conformance with the Iowa Open Meetings Law.

D. Attendance.

1. The board must declare the office of a trustee vacant when the trustee is removed from the library board or the unexcused absence from six (6) consecutive regular meetings.

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 board must be filed with the city clerk within ten (10) working days after approval.

F. Quorum. Four (4) members of the board constitute a quorum for the transaction of business. The affirmative vote of a majority of the members present and voting is necessary for the adoption of any motion or resolution.

**2-7-11: COMPENSATION:**

Members serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official board business within the limits established in the city administrative policies and budget.

**2-7-12: REMOVAL:**

The mayor may remove any member for cause upon written charges and after a public hearing.

**2-7-13: POWERS:**

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

- A. To have charge, control, and supervision of the public library, its appurtenances and fixtures, and rooms containing the same, directing and controlling all the affairs of such library;

B. To employ a librarian, such assistants, and employees as may be necessary for the proper management of said library, and fix their compensation; but, prior to such employment, the compensation of such librarian, assistants, and employees shall be fixed for the term of employment by a majority of the members of said board voting in favor thereof;

C. To remove such librarian, assistants, or employees by a vote of two-thirds (2/3) of such board for good cause;

D. To select and make purchases of print and non-print materials for the collection, furniture, fixtures, stationery, and supplies for such library;

E. To authorize the use of such library by non-residents of the city and to fix charges therefor;

F. To make, adopt, amend, modify, or repeal bylaws, rules, and regulations not inconsistent with law, for the care, use, government, and management of such library and the business of said board, fixing and enforcing penalties for the violation thereof;

G. To have exclusive control of the expenditures of all taxes levied for library purposes as provided by law, and of the expenditure of all monies available by gift or otherwise, for the erection of library buildings and of all other monies belonging to the library fund; and,

H. To contract with the trustees of the township or the Dubuque County Board of Supervisors or of adjacent townships or counties, or with the trustees or governing bodies of neighboring towns or cities not having library facilities for the public, to loan the books of said library, either singly or in groups, upon such terms as may be agreed upon in such contract.

#### **2-7-14: CHARGE OF BUILDING, DONATIONS:**

The board has charge and control of the Carnegie-Stout Public Library building and all gifts and donations to the city for library purposes, and sees that the same are properly preserved for public use.

#### **2-7-15: ANNUAL REPORTS:**

The board must each year make a report to the city council for the year ending December 31, giving a statement of the condition of the library, the number of books added thereto, the number circulated, the number not returned or lost, the amount of fines collected, and the amount of money expended in the maintenance thereof during such year, together with such other information as may be deemed important.



**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Adrienne Breitfelder](#); [Trish Gleason](#); [Susan Henricks](#)  
**Subject:** Online Form Submittal: Board/Commission Application Form  
**Date:** June 18, 2021 6:52:35 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:	Library Board of Trustees
--	---------------------------

---

Name:	Greg Gorton
-------	-------------

---

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:	<i>Field not completed.</i>
---	-----------------------------

---

If another identity please specify:	<i>Field not completed.</i>
-------------------------------------	-----------------------------

---

Home Address:	1295 prairie street
PLEASE NOTE: you must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission	Dubuque, IA

---

Zip Code:	52001
Home Phone Number:	5635818001
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:	Financial advisor
Position with Company	<i>Field not completed.</i>
Email Address(es):	ggorton68@yahoo.com
Experience or education which qualifies you for this board or commission:	I was on the Board of Trustees for one term of 4 years already
What contributions can you make or state reason for applying?	I love Carnegie Stout
Describe your experience working in diverse environments:	I was a basketball coach for 24 years in college.
Describe your experience engaging other community members to gather their input and opinions:	Many examples.
List two references: (Include their name and phone number)	Charlie Green. 563-513-6105 Joyce White. 563-581-3413
Are you currently	Yes

serving on other  
Boards,  
Commissions, or  
Committees?

---

If yes, which? Carnegie Stout Library

---

Have you served on  
a Board,  
Commission, or  
Committee before?

Yes

---

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):

Greg

---

Date:

6-15-21

---

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Click [here](#) to report this email as spam.

# BOARDS AND COMMISSIONS DETAILS AND OPENINGS

## CITY OF DUBUQUE, IOWA

	Indicates State - mandated board/commission subject to the 2012 Gender Balance Law.
Open	Indicates Current Opening
X/X/2021	Indicates openings within 2021

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	9/14/24

AIRPORT ZONING BOARD OF ADJUSTMENTS		
5 Yr. Term - Meets on Call		
Laurie	Guy	County Representative 2/15/26
Gwen	Kosel	Airport ZBA Rep. Primary Comm. 3/25/24
Open	Open	County Representative 2/15/21
Matthew	Mauss	Airport ZBA Rep. Primary Comm. 3/25/23
Open	Open	Appointed by 4 memb. unknown

AIRPORT ZONING COMMISSION		
6 Yr. Term - Apptd. 1996, Meets on Call		
Open	Open	Appointed by 4 members 12/31/26
Open	Open	County Representative 12/31/26
Open	Open	County Representative 12/31/26
Open	Open	City ZAC Representative 7/1/22
Matthew	Mulligan	Airport ZAC Rep. Primary Comm. 7/1/22

ARTS AND CULTURAL AFFAIRS ADVISORY COMMISSION		
3 Yr. Term - Meets Monthly., Library Board Room		
Paula	Neuhaus	Business Prof.-Living/Working In 6/30/24
Noelle	Chesney	Business Professional 6/30/24
Thomas	Robbins	At-Large outside of District 6/30/24
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

BUILDING CODE ADVISORY AND APPEALS BOARD		
3 Yr. Term -		
Open	Open	Residential construction professional 1/1/24
Open	Open	Alternate Residential construction professional 1/1/24
Open	Open	Commercial construction professional 1/1/24
Open	Open	Alternate Commercial construction professional 1/1/24
Adam	Brown	Alternate Electrical construction professional 1/1/24
Thomas	Townsend	Electrical construction professional 1/1/24
Daniel	Mc Namer	Plumbing construction professional 1/1/24
Open	Open	Alternate Plumbing construction professional 1/1/24
Open	Open	HVAC construction professional 1/1/24
Open	Open	Alternate HVAC construction professional 1/1/24
C. Blaine	Schoenhard III	Multidisciplinary representative 1/1/24
Katrina	Wilberding	Multidisciplinary representative 1/1/24

CATFISH CREEK WATERSHED MANGT. AUTHORITY		
4 Yr. term - Meets Quarterly		
Steven	Drahozal	7/16/24
Jared	Mc Govern	7/16/24

CABLE TV COMMISSION		
3 Yr. Term - Meets on Call., 4:00 pm		
Pauline	Maloney	7/1/23
Garrett	Heidenreich	7/1/23
Ronald	Tigges	7/1/23
Open	Open	7/1/21
Open	Open	7/1/21
Jennifer	Tigges	7/1/24
Open	Open	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		
Open	Open	6/29/21
Mc Kenzie	Blau	6/29/22
Nicholas	Huff	6/29/22
Open	Open	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
Open	Open	4/6/21

COMMUNITY DEVELOPMENT ADVISORY COMMISSION		
3 Yr. Term - Meets 3rd Tue., 5:30 p.m., Federal Bldg./Housing		
Hilary	Dalton	Housing Commission Liaison 8/17/21
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 2/15/24
Open	Open	At-Large 2/15/21
Janice	Craddieth	Low/Mod Income Area 2/15/22
Michelle	Hinke	At-Large 2/15/22
Dean	Boles	At-Large 2/15/22

DUBUQUE COMMUNITY POLICE RELATIONS COMMITTEE		
2 Yr. Term - Meets 3rd Thursday. 5:30 p.m. at MFC		
Weston	Jason	Alternate 4/1/21
Schneider	Sarah	Primary 10/1/22
Meier	Steven	Alternate 8/30/21
Kundert	Rob	Primary 8/31/21
Hinke	Michelle	Alternate 8/31/21
Serna	Dora	Primary 5/20/21

HISTORIC PRESERVATION COMMISSION		
3 Yr. Term - Meets 3rd Thur., 5:30 p.m., Federal Bldg.		
Rick	Stuter	W 11th District 7/1/22
Melissa	Cassill	Langworthy District 7/1/23
Christina	Monk	Architect At-Large 7/1/23
Alec	Gustafson	Old Main District 7/1/24
John	Link	At-Large 7/1/24
John	Mc Andrews	Cathedral District 7/1/23
Open	Open	At-Large 7/1/21
Open	Open	At-Large 7/1/21
Open	Open	Jackson Park District - Interim 7/1/22

## HOUSING APPEALS AND MEDIATION BOARD

3 - Yr Term

Gotz	Mary	Landlord	1/1/24
Lenhart	Jeff		1/1/24
Spence	Gil		1/1/24
Hoffmann	Luke		1/1/24
Open	Open		1/1/24

## HOUSING COMMISSION

3 Yr. Term - Meets monthly 4th Tues., 4:00 p.m., Fed. Bldg.

Cynthia	Washington	Section 8 Recipient	8/17/21
Jeff	Lenhart	At-Large	8/17/22
Margie	White	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 at least 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	8/17/23
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

Pamela	Birch	1/1/22
Michael	Durnin	1/1/23
Mallory	Gardiner	1/1/23
Miquel	Jackson	1/1/23
Taylor	Merfeld	1/1/24
Klanea	Evans	1/1/24
Jake	Kurczek	1/1/22
Kathy	McCarthy	1/1/24
Carla	Anderson	1/1/22

## INVESTMENT OVERSIGHT ADVISORY COMMISSION

3 Yr. Term - Meets Qrtly, 4th Wed. 3 p.m., City Hall

Paul	Lassance	7/1/23
Open	Open	7/1/21
Open	Open	7/1/21
Open	Open	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

Mark	Ward	7/1/23
Michelle	Becwar	Housing Commission Rep. 8/17/21
Alan	Vincent	7/1/23
Tyler	Stoffel	7/1/24
Open	Open	7/1/21
John	Krayer	7/1/22
Open	Open	7/1/22

## 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	6/30/24
Ray	Werner	6/30/22
Robert	McCoy	6/30/22
Hobie	Wood	6/30/22

## 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
Open	Open	Commission Rep. 7/1/21
Open	Open	7/1/21
Adam	Hoffman	7/1/24
Candace	Eudaley-Loebach	7/1/22
Whitney	Sanger	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
Open	Open	7/30/23
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	Airport ZAC Rep. Primary Comm. 7/1/22
Martha	Christ	7/1/23
Rebecca	Kemp	7/1/23
Teri	Zuccaro	7/1/23
Richard	Russell	7/1/24
Open	Open	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	McCoy	3/25/26
Bethany	Golombeski	3/25/22
Matthew	Mauss	Airport ZBA Rep. Primary Comm. 3/25/23

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.



# 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](http://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!



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**City of Dubuque  
City Council Meeting**

**Boards/Commissions # 2.**

---

**ITEM TITLE:** Boards and Commission Appointments  
**SUMMARY:** Appointments to the following commission to be made at this meeting.

**Housing Appeals and Mediation Board**

One, 3-Year term through January 1, 2024 (Initial term on this board.  
Board was created on December 7, 2020 as a result of restructuring the  
Building Code Boards).

Applicants:

George Cooley, 2255 Francis St.

Lynn Sutton, 859 Air Hill St. (Additional Applicant)

Membership Requires Balance of Landlords, Tenants and Other  
Interested Citizens

5 Commissioners total; currently 2 Landlords/1 Tenant/1 Interested  
Citizen /1 Opening

**SUGGESTED  
DISPOSITION:**

**ATTACHMENTS:**

**Description**

7-6-21 Overview Sheet

Housing Appeals and Mediation Board Applicants

Details and Openings

**Type**

Supporting Documentation

Supporting Documentation

Supporting Documentation

**APPLICATIONS FOR CITY OF DUBUQUE  
BOARDS AND COMMISSIONS  
For Council Meeting, of  
Tuesday July 6, 2021  
6:30 p.m., Historic Federal Building, 350 W. 6<sup>th</sup> Street**

<b>APPLICANTS ARE INVITED TO ADDRESS THE COUNCIL REGARDING THEIR APPLICATION FOR APPOINTMENT</b>
--

**Community Development Advisory Commission**

One, 3-Year term through February 15, 2024 (Vacant term of Wainwright)

Applicant:

Danita Grant, 2479 LaVista Ct.

**Historic Preservation Commission**

One, 3-Year terms through July 1, 2024 (Vacant term Reber Jackson Park Interim)

Applicant:

Tim Gau 2529 Windsor Ave – Qualifies for temporary appointment until a qualified Jackson Park District representative applies per City Code Section 16-10-1(H)

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

*9 Commissioners total; currently 4 males/2 females/3 openings*

*Opening was advertised for 90 days while non-male identifying applicants were sought in adherence with Iowa Code 69.16A Gender Balance.*

*Additional openings on the commission are being advertised for 90 days while nonmale identifying applicants are sought in adherence with Iowa Code 69.16A Gender Balance*

**Mayoral Appointment**

**Library Board of Trustees**

One, 4-Year term through July 1, 2025 (Expiring term of Gorton)

Applicant:

Greg Gorton, 1295 Prairie St.

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

*7 Commissioners total; currently 2 males/4 females/1 openings*

<b>APPOINTMENTS TO THE FOLLOWING COMMISSIONS TO BE MADE AT THIS MEETING.</b>
--

**Housing Appeals and Mediation Board**

One, 3-Year term through January 1, 2024 (Initial term on this board. Board was created on December 7, 2020 as a result of restructuring the Building Code Boards)

Applicants:

George Cooley, 2255 Francis St.

Lynn Sutton, 859 Air Hill St. (Additional Applicant)

*Membership Requires Balance of Landlords, Tenants and Other Interested Citizens*

*5 Commissioners total; currently 2 Landlords/1 Tenant/1 Interested Citizen / 1 Opening*

TITLE 14  
CHAPTER 1  
ARTICLE J  
**14-1J-7: HOUSING APPEALS AND MEDIATION BOARD:**

Amended 12-7-20

**A. Board Created:**

There is hereby created the Housing Appeals and Mediation Board.

**B. Purpose:**

The purpose of the board is to hear appeals relative to repair deadlines and nuisance abatement orders, decisions, or determinations made by the code official and landlord/tenant disputes regarding property access, nuisance abatement and rent abatement due to the failure of the responsible party to correct city code violations in a timely manner.

**C. Internal Organization and Rules:**

The board may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code.

**D. Procedures for Operation:**

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the board in all its operations.

**E. Membership:**

1. The board comprises five (5) residents of the city, appointed by the city council.
2. Residents must be eighteen (18) years of age or older.
3. Special experience and training qualifications: The housing appeals and mediation board shall be comprised of residents with an interest in fair and equitable housing with emphasis on balance of landlords, tenants, and other interested citizens.

**F. Oath:**

Each person, upon appointment or reappointment to the board, must execute an oath of office at the first meeting of the board following appointment or reappointment or at the city clerk's office any time prior to the first meeting of the board following the appointment or reappointment.

**G. Terms:**

The term of office for members of the board is three (3) years or until such member's successor is appointed and qualified.

**H. Vacancies:**

Vacancies must be filled in the same manner as original appointments.

**I. Officers/Organization:**

The board must choose annually a chairperson and vice-chairperson, each to serve a term of one year. The code official or the code official's designee is the secretary of the

board. The board must fill a vacancy among its officers for the remainder of the officer's unexpired term.

**J. Meetings:**

1. The board shall meet upon notice from the chairman, within not less than ten (1) days and not more than ninety (90) days of the filing of an appeal or a request for mediation, at stated periodic meetings, or at the written request of a majority of the members.
2. Attendance:
  - a. In the event a member of the board has been absent for three (3) or more consecutive meetings of the board, without being excused by the chairperson, such absence will be grounds for the board to recommend to the city council that the position be declared vacant and a replacement appointed.
  - b. Attendance must be entered upon the minutes of all meetings.
3. Minutes: A copy of the minutes of all regular and special meetings of the board must be filed with the city council within ten (1) working days after each meeting, or by the next regularly scheduled city council meeting, whichever is later.
4. Quorum: Three (3) members of the board must be in attendance to constitute a quorum for the transaction of business. An affirmative vote of a majority of the members present and voting is necessary for the adoption of any motion or resolution.

**K. Compensation:**

Members serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official board business within the limits established in the city administrative policies and budget.

**L. Removal:**

The city council may remove any member for cause upon written charges and after a public hearing.

**M. Powers:**

1. Repair Timeline Appeals:
  - a. An appeal of repair deadlines shall be based on a claim that specific code violations cannot be corrected in the timeframe prescribed by the inspector. The board shall evaluate whether the violations can be corrected in the time frame prescribed by the inspector. The board may uphold the timeframe prescribed by the inspector or grant an extension of time not to exceed nine (9) months from the date of the notice of violation.
  - b. In no event shall the board have the authority to amend the violation as determined by the inspector or wave requirements of this code.
2. Nuisance Abatement:
  - a. An appeal of a nuisance abatement order shall be based on the claim that the

true intent of Title 6, Chapter 4 and 8 related to rubbish and garbage have not been correctly interpreted or the provisions don't fully apply. The board may uphold the finding of a nuisance and ordered abatement, modify the deadline for nuisance abatement, or reverse the nuisance designation based on determination that the condition is not a violation of the code.

- b. In no event shall the board have the authority to waive the requirements of this code.

**3. Mediation:**

- a. An application for mediation shall be based on the claim that either the landlord or tenant have failed to fulfill their duties as required by the lease between the parties, the Iowa Code, or the city code.
- b. The City will work directly with magistrates within the Iowa District Court in and for Dubuque County to best serve the needs of the involved parties and encourage building positive landlord tenant relationships for the betterment of the community during an eviction proceeding.
- c. The board will hear all issues related to the requested mediation, ask questions necessary to develop a full understanding of the issues, guide participants to develop mutually agreeable solutions, and assist in recording binding written agreements between the parties.

Failure to resolve issues in mediation will result in a referral to the appropriate jurisdictional authority (court) along with a copy of the mediation record and any exhibits or evidence provided by parties of the mediation.

- 4. All appeal hearings shall be conducted in accordance with the procedures specified in this Code.

**N. Application For Appeal:**

- 1. Any person affected by a nuisance abatement order or repair timeline decision of the code official shall have the right to appeal to the housing appeals and mediation board, provided a written application for appeal is filed within twenty (20) days after the day the decision, notice, or order was served and prior to the deadline on the notice.
- 2. An application for appeal shall dispute the timeline necessary to complete repair or the designation of a condition as a nuisance.

**O. Disqualification Of Member:**

A member shall not hear an appeal in which that member has a personal, professional, or financial interest.

**P. Postponed Hearing:**

Either the City, the party appealing, or a mediation participant may request a postponement of a proceeding subject to the approval of the Code official. In no event may a postponement exceed ninety (90) days beyond the date of the appeal.

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Adrienne Breitfelder](#); [Trish Gleason](#); [Alexis Steger](#); [Tami Ernster](#)  
**Subject:** Online Form Submittal: Board/Commission Application Form  
**Date:** June 6, 2021 2:32:24 AM

---

## 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:	Housing Appeals and Mediation Board
--	-------------------------------------

---

Name:	GEORGE COOLEY
-------	---------------

---

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:	<i>Field not completed.</i>
---	-----------------------------

---

If another identity please specify:	<i>Field not completed.</i>
-------------------------------------	-----------------------------

---

Home Address:	2255 Francis Street Dubuque
---------------	-----------------------------

PLEASE NOTE: you must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission

---

Zip Code:	52001
Home Phone Number:	5632354733
Business Name:	N/A
Business Address:	N/A
Business Zip Code:	N/A
Business Phone Number:	N/A
Occupation:	N/A
Position with Company	N/A
Email Address(es):	COOLEYGEORGE40@GMAIL.COM
Experience or education which qualifies you for this board or commission:	Case Worker with people with disabilities
What contributions can you make or state reason for applying?	To contribute to the community needs in housing work with the NAACP
Describe your experience working in diverse environments:	NAACP committee member since 2018
Describe your experience engaging other community members to gather their input and opinions:	NAACP fair housing and equal justice.
List two references: (Include their name and phone number)	Lynn Sutton 563 564 8865 Nicole Carroll 563 690 8489
Are you currently	No

serving on other  
Boards,  
Commissions, or  
Committees?

If yes, which?

*Field not completed.*

Have you served on  
a Board,  
Commission, or  
Committee before?

Yes

If yes, which?

Building Code Advisory and Appeals Board

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):

GEORGE COOLEY

Date:

6/6/2021

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**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Adrienne Breitfelder](#); [Trish Gleason](#); [Alexis Steger](#); [Tami Ernster](#)  
**Subject:** Online Form Submittal: Board/Commission Application Form  
**Date:** June 23, 2021 8:52:36 PM

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## Board/Commission Application Form

Individuals serving on Boards and Commissions play an important role in advising the City Council on matters of interest to our community and its future. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA, accepts applications for any Board and/or Commission at any time. Applications stay active for one year from the date of receipt in the Clerk's Office. Applications to multiple vacancies and/or reappointment requests requires separate applications.

---

Please complete the online application and separate optional demographic information below

---

### Personal Information

---

Select the Board, Commission, or Committee applying for:	Housing Appeals and Mediation Board
--	-------------------------------------

---

Name:	Lynn Sutton
-------	-------------

---

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>
---	-----------------------------

---

If another identity please specify:	<i>Field not completed.</i>
-------------------------------------	-----------------------------

---

Home Address:	859 Airhill Street
---------------	--------------------

PLEASE NOTE: you must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission

---

Zip Code:	52001
Home Phone Number:	5635648865
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:	5635648865
Occupation:	<i>Field not completed.</i>
Position with Company	<i>Field not completed.</i>
Email Address(es):	suttonlynn@outlook.com
Experience or education which qualifies you for this board or commission:	I have attended the landlord training course. I have been a property manager'and also the co chair of Friends of Fair Housing Committee
What contributions can you make or state reason for applying?	I work with the landlords and tenants to resolve some of the most complex situations, to help make a better living conditions.
Describe your experience working in diverse environments:	Obtaining peoples trust and addressing their concerns in a timely manner is the key, to working with diveres environments.
Describe your experience engaging other community members to gather their input and opinions:	To help educate them on the situation and why their may need to be some changes for improvement.
List two references: (Include their name and phone number)	Tom Lojuidice 608-642-1269 Kathy Sutton 563-495-0660
Are you currently	No

serving on other  
Boards,  
Commissions, or  
Committees?

If yes, which?

*Field not completed.*

Have you served on  
a Board,  
Commission, or  
Committee before?

Yes

If yes, which?

housing commission and human rights

Have you  
participated in the  
City Life program?

No

If so, when?

*Field not completed.*

Have you  
participated in the  
Intercultural  
Competency  
Program?

Yes

If so, when?

2014

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):

Lynn Sutton

Date:

06/23/2021

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# BOARDS AND COMMISSIONS DETAILS AND OPENINGS

## CITY OF DUBUQUE, IOWA

	Indicates State - mandated board/commission subject to the 2012 Gender Balance Law.
Open	Indicates Current Opening
X/X/2021	Indicates openings within 2021

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	9/14/24

AIRPORT ZONING BOARD OF ADJUSTMENTS		
5 Yr. Term - Meets on Call		
Laurie	Guy	County Representative 2/15/26
Gwen	Kosel	Airport ZBA Rep. Primary Comm. 3/25/24
Open	Open	County Representative 2/15/21
Matthew	Mauss	Airport ZBA Rep. Primary Comm. 3/25/23
Open	Open	Appointed by 4 memb. unknown

AIRPORT ZONING COMMISSION		
6 Yr. Term - Apptd. 1996, Meets on Call		
Open	Open	Appointed by 4 members 12/31/26
Open	Open	County Representative 12/31/26
Open	Open	County Representative 12/31/26
Open	Open	City ZAC Representative 7/1/22
Matthew	Mulligan	Airport ZAC Rep. Primary Comm. 7/1/22

ARTS AND CULTURAL AFFAIRS ADVISORY COMMISSION		
3 Yr. Term - Meets Monthly., Library Board Room		
Paula	Neuhaus	Business Prof.-Living/Working In 6/30/24
Noelle	Chesney	Business Professional 6/30/24
Thomas	Robbins	At-Large outside of District 6/30/24
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

BUILDING CODE ADVISORY AND APPEALS BOARD		
3 Yr. Term -		
Open	Open	Residential construction professional 1/1/24
Open	Open	Alternate Residential construction professional 1/1/24
Open	Open	Commercial construction professional 1/1/24
Open	Open	Alternate Commercial construction professional 1/1/24
Adam	Brown	Alternate Electrical construction professional 1/1/24
Thomas	Townsend	Electrical construction professional 1/1/24
Daniel	Mc Namer	Plumbing construction professional 1/1/24
Open	Open	Alternate Plumbing construction professional 1/1/24
Open	Open	HVAC construction professional 1/1/24
Open	Open	Alternate HVAC construction professional 1/1/24
C. Blaine	Schoenhard III	Multidisciplinary representative 1/1/24
Katrina	Wilberding	Multidisciplinary representative 1/1/24

CATFISH CREEK WATERSHED MANGT. AUTHORITY		
4 Yr. term - Meets Quarterly		
Steven	Drahozal	7/16/24
Jared	Mc Govern	7/16/24

CABLE TV COMMISSION		
3 Yr. Term - Meets on Call., 4:00 pm		
Pauline	Maloney	7/1/23
Garrett	Heidenreich	7/1/23
Ronald	Tigges	7/1/23
Open	Open	7/1/21
Open	Open	7/1/21
Jennifer	Tigges	7/1/24
Open	Open	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		
Open	Open	6/29/21
Mc Kenzie	Blau	6/29/22
Nicholas	Huff	6/29/22
Open	Open	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
Open	Open	4/6/21

COMMUNITY DEVELOPMENT ADVISORY COMMISSION		
3 Yr. Term - Meets 3rd Tue., 5:30 p.m., Federal Bldg./Housing		
Hilary	Dalton	Housing Commission Liaison 8/17/21
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 2/15/24
Open	Open	At-Large 2/15/21
Janice	Craddieth	Low/Mod Income Area 2/15/22
Michelle	Hinke	At-Large 2/15/22
Dean	Boles	At-Large 2/15/22

DUBUQUE COMMUNITY POLICE RELATIONS COMMITTEE		
2 Yr. Term - Meets 3rd Thursday. 5:30 p.m. at MFC		
Weston	Jason	Alternate 4/1/21
Schneider	Sarah	Primary 10/1/22
Meier	Steven	Alternate 8/30/21
Kundert	Rob	Primary 8/31/21
Hinke	Michelle	Alternate 8/31/21
Serna	Dora	Primary 5/20/21

HISTORIC PRESERVATION COMMISSION		
3 Yr. Term - Meets 3rd Thur., 5:30 p.m., Federal Bldg.		
Rick	Stuter	W 11th District 7/1/22
Melissa	Cassill	Langworthy District 7/1/23
Christina	Monk	Architect At-Large 7/1/23
Alec	Gustafson	Old Main District 7/1/24
John	Link	At-Large 7/1/24
John	Mc Andrews	Cathedral District 7/1/23
Open	Open	At-Large 7/1/21
Open	Open	At-Large 7/1/21
Open	Open	Jackson Park District - Interim 7/1/22

## HOUSING APPEALS AND MEDIATION BOARD

3 - Yr Term

Gotz	Mary	Landlord	1/1/24
Lenhart	Jeff		1/1/24
Spence	Gil		1/1/24
Hoffmann	Luke		1/1/24
Open	Open		1/1/24

## HOUSING COMMISSION

3 Yr. Term - Meets monthly 4th Tues., 4:00 p.m., Fed. Bldg.

Cynthia	Washington	Section 8 Recipient	8/17/21
Jeff	Lenhart	At-Large	8/17/22
Margie	White	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 at least 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	8/17/23
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

Pamela	Birch	1/1/22
Michael	Durnin	1/1/23
Mallory	Gardiner	1/1/23
Miquel	Jackson	1/1/23
Taylor	Merfeld	1/1/24
Klanea	Evans	1/1/24
Jake	Kurczek	1/1/22
Kathy	McCarthy	1/1/24
Carla	Anderson	1/1/22

## INVESTMENT OVERSIGHT ADVISORY COMMISSION

3 Yr. Term - Meets Qrtly, 4th Wed. 3 p.m., City Hall

Paul	Lassance	7/1/23
Open	Open	7/1/21
Open	Open	7/1/21
Open	Open	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

Mark	Ward	7/1/23
Michelle	Becwar	Housing Commission Rep. 8/17/21
Alan	Vincent	7/1/23
Tyler	Stoffel	7/1/24
Open	Open	7/1/21
John	Krayer	7/1/22
Open	Open	7/1/22

## 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	6/30/24
Ray	Werner	6/30/22
Robert	McCoy	6/30/22
Hobie	Wood	6/30/22

## 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
Open	Open	Commission Rep. 7/1/21
Open	Open	7/1/21
Adam	Hoffman	7/1/24
Candace	Eudaley-Loebach	7/1/22
Whitney	Sanger	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
Open	Open	7/30/23
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	Airport ZAC Rep. Primary Comm. 7/1/22
Martha	Christ	7/1/23
Rebecca	Kemp	7/1/23
Teri	Zuccaro	7/1/23
Richard	Russell	7/1/24
Open	Open	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	McCoy	3/25/26
Bethany	Golombeski	3/25/22
Matthew	Mauss	Airport ZBA Rep. Primary Comm. 3/25/23



**City of Dubuque  
City Council Meeting**

**Public Hearings # 1.**

---

**ITEM TITLE:** Chavenelle Road - NW Arterial to Radford Road Reconstruction Project  
- CIP #3602551, 7201180

**SUMMARY:** Proof of publication on notice of public hearing to consider City Council approval of the plans, specifications, form of contract, estimated cost of \$3,193,910, resolution of necessity and preliminary schedule of assessments for the Chavenelle Road – Northwest Arterial to Radford Road Reconstruction Project, and City Manager recommending approval.

**RESOLUTION** Approval of plans, specifications, form of contract, and estimated cost for the Chavenelle Road – NW Arterial to Radford Road Reconstruction Project

**RESOLUTION** With respect to the adoption of the Resolution of Necessity Proposed for the Chavenelle Road – NW Arterial to Radford Road Reconstruction Project

**RESOLUTION** Approving schedule of assessments and estimate of total cost for the Chavenelle Road – NW Arterial to Radford Road Reconstruction Project

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

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
Chavenelle Road Reconstruction Project-MVM Memo	City Manager Memo
Staff Memo	Staff Memo
Resolution	Resolutions
Resolution of Necessity	Resolutions
Resolution approving Preliminary Schedule of Assessments	Resolutions
Assessment Schedule	Supporting Documentation



**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Chavenelle Road - NW Arterial to Radford Road Reconstruction Project  
CIP #3602551, 7201180

**DATE:** June 29, 2021

City Engineer Gus Psihoyos recommends City Council approval of the plans, specifications, form of contract, estimated cost of \$3,193,910, resolution of necessity and preliminary schedule of assessments for the Chavenelle Road – Northwest Arterial to Radford Road Reconstruction Project.

The average public improvements assessment based on the engineers estimate, including contingency and engineering is \$69,573.91. These assessments include sidewalk assessments along the south side of the corridor. Because sidewalks don't currently exist, the abutting properties are assessed at 100% of the cost of the sidewalk installation.

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  
Cori Burbach, Assistant City Manager  
Gus Psihoyos, City Engineer

**TO:** Michael C. Van Milligen, City Manager

**FROM:** Gus Psihoyos, City Engineer

**RE:** Chavenelle Road – NW Arterial to Radford Road Reconstruction Project  
CIP# 3602551, 7201180

**DATE:** June 28, 2021

### **INTRODUCTION**

The attached resolutions are in reference to the public hearing, resolution of necessity and preliminary schedule of assessments for the Chavenelle Road – NW Arterial to Radford Road Reconstruction Project.

### **BACKGROUND**

Chavenelle Road between Radford Road and the NW Arterial (IA 32) was originally constructed in 1981 as part of the Dubuque Industrial Center development. The 8" thick concrete pavement has served out its life and is now in a state requiring reconstruction. At the time of original construction, a 4-lane road section was selected to accommodate the anticipated large truck traffic volumes. The pavement width of Chavenelle Road is currently 49 feet.

The City has received public feedback from some large employers in the corridor concerning the condition of the street. The roadway acted as part of the detour for trucks when the SW Arterial was constructed. This detour also contributed to the pavement decline.

The City did apply for a Revitalize Iowa's Sound Economy (RISE) funding for this project. The Iowa DOT advised the City that this project does not fit their grant criteria.

The City will need to bid the project this current year or wait until 2023 when the 2022 pavement improvements planned for the NW Arterial are finished.

### **DISCUSSION**

The proposed improvements to Chavenelle Road from the NW Arterial (IA 32) to Radford Road will include the removal and replacement of the PCC pavement, construction of stone sub-base, replacement of driveways, reconstruction of storm sewer intakes, and installation of pavement subdrains. Additionally, there will be watermain replacement in the corridor which will be funded by the Watermain Replacements fund.

The project will be phased so access to driveways and the roadway is maintained. The anticipated construction timeframe is estimated to take approximately 4 months to allow for staging and pavement curing.

The project is also proposed to be bid with paving alternates. This allows both the asphalt and concrete industry to bid on the project. The pavements being considered are equivalent in structural number: 10.5" of asphalt pavement and 9" of concrete pavement.

With the recent completion of the SW Arterial, the completion of the Chavenelle Hike/Bike Trail from Radford Road to Seippel Road, the future hike/bike trail phases along Seippel Road and the SW Arterial and the reconstruction of Chavenelle Road combine to provide for significant upgrade to the City industrial parks. All these projects improve the attractiveness of the industrial parks for future growth of businesses.

Phase 2 of the Chavenelle Road Hike/Bike trail from the NW Arterial to Radford Road is planned for bidding through the Iowa DOT this fall. In FY 24 matching grant funds are tentatively budgeted for the trail section from Chavenelle Road at Seippel Road to the SW Arterial.

### **PUBLIC ENGAGEMENT**

City staff have sent letters to all the abutting property owners in this corridor. Virtual meetings were scheduled and held with most of the property owners. Staff also discussed the project with the post office annex staff since their delivery routes will be affected. Staff will continue to update property owners during the project. Out of the meetings held with the property owners the majority supported one-way traffic during reconstruction of the street. This facilitates a safer construction zone and quicker construction.

### **PROJECT SCHEDULE**

The schedule for the Project is as follows:

Initiate Public Bidding Process	June 7, 2021
Publish Notice to Bidders, Advertise for Bids	June 11, 2021
Publish Public Hearing Notice on Plans & Specs & Assessments	June 11, 2021
Mail Special Assessment Notice to Property Owners	June 11, 2021
Publish Notice of Special Assessment: 1 <sup>st</sup> Publication	June 11, 2021
2 <sup>nd</sup> Publication	June 18, 2021
Public Hearing on Plans & Specs, Special Assessments	July 6, 2021
Receipt of Bids (Bid Letting)	July 8, 2021
Award Construction Contract	July 19, 2021
Final Project Completion	November 30, 2021

### **RECOMMENDATION**

I recommend that the City Council approve the plans, specifications, form of contract, estimated cost, resolution of necessity and preliminary schedule of assessments for the Chavenelle Road – NW Arterial to Radford Road Reconstruction Project.

### **BUDGET IMPACT**

The estimate of probable cost for the Chavenelle Road – NW Arterial to Radford Road Reconstruction Project is as follows:

	<b><u>Estimate</u></b>
Construction Contract	\$ 2,639,595.00
Contingency	263,959.00
Construction Engineering & Inspection	<u>290,356.00</u>
<b>Total Project Cost</b>	<b><u>\$3,193,910.00</u></b>

The project funding summary is as follows:

<b><u>CIP No.</u></b>	<b><u>Fund Description</u></b>	<b><u>Fund Amount</u></b>
3602551	Chavenelle Road Rehabilitation	\$2,559,215.30
	Special Assessment – Street Improvement, Commercial	455,153.15
	Special Assessment – Commercial Deficiency	42,921.55
	Special Assessment – Sidewalks 100%	136,620.00
	<b>Total Project Funding</b>	<b><u>\$3,193,910.00</u></b>

### **PROPERTY ASSESSMENTS**

The average public improvements assessment based on the engineers estimate, including contingency and engineering is \$69,573.91. These assessments include sidewalk assessments along the south side of the corridor. Because sidewalks don't currently exist, the abutting properties are assessed at 100% of the cost of the sidewalk installation.

Special assessments may be paid in full or in part without interest within 30 days of receiving the Final Notice of Special Assessment. After 30 days, the remaining balance will be transferred to the County Treasurer's office to be collected in the same manner as the owner's property taxes. In cases where the remaining balance is \$500 or more, the remaining balance may be financed over a period of 15 years at 3% interest.

### **ACTION TO BE TAKEN**

The City Council is requested to approve the plans, specifications, form of contract, estimated cost, resolution of necessity and preliminary schedule of assessments for the Chavenelle Road – NW Arterial to Radford Road Reconstruction Project.

Attach.

Prepared by Jon Dienst, P.E.

cc: Crenna Brumwell, City Attorney  
Jenny Larson, Budget Director  
John Klostermann, Public Works Director  
Deron Muehring, Civil Engineer



**RESOLUTION NO. -21**

**APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND  
ESTIMATED COST FOR THE CHAVENELLE ROAD – NW ARTERIAL TO RADFORD  
ROAD RECONSTRUCTION PROJECT**

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

That the proposed plans, specifications, form of contract and estimated cost for  
Chavenelle Road – NW Arterial to Radford Road Reconstruction Project, in the estimated  
amount \$2,639,595.00, are hereby approved.

Passed, adopted and approved this 6<sup>th</sup> day of July 2021.

\_\_\_\_\_  
Roy D. Buol, Mayor

Attest:

\_\_\_\_\_  
Adrienne N. Breitfelder, City Clerk

**RESOLUTION NO. -21**

**RESOLUTION WITH RESPECT TO THE ADOPTION OF THE RESOLUTION OF NECESSITY PROPOSED FOR THE CHAVENELLE ROAD – NW ARTERIAL TO RADFORD ROAD RECONSTRUCTION PROJECT**

Whereas, the City Council has proposed a Resolution of Necessity for the Chavenelle Road – NW Arterial to Radford Road Reconstruction Project and has given notice of the public hearing thereon as required by law; and

Whereas, the public hearing has been held, all persons offering objections have been heard and consideration given to all objections and is pending before this Council; and

Whereas, this is the time and place set as provided for the taking of action on the proposed Resolution of Necessity.

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

That the proposed Resolution of Necessity described above is hereby:

\_\_\_\_ Adopted, without amendment, and all objections filed or made having been duly considered are overruled.

\_\_\_\_ Adopted as amended by the Preliminary Schedule of Assessments attached hereto as Exhibit A, and made a part hereof by reference. All objections filed or made having been duly considered are overruled.

\_\_\_\_ Deferred for later consideration to a City Council meeting to be held on the 19<sup>th</sup> day of July 2021, at 6:30 p.m. in the Historic Federal Building Council Chambers (and/or by virtual means), 350 West 6<sup>th</sup> Street, with jurisdiction retained for further consideration and action at the adjourned meeting.

\_\_\_\_ Abandoned.

Passed, adopted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Roy D. Buol, Mayor

Attest:

---

Adrienne N. Breitfelder, City Clerk



**RESOLUTION NO. -21**

**APPROVING SCHEDULE OF ASSESSMENTS AND ESTIMATE OF TOTAL COST  
FOR THE CHAVENELLE ROAD – NW ARTERIAL TO RADFORD ROAD  
RECONSTRUCTION PROJECT**

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

That the attached plat, schedule of assessments, and estimate of total cost for the  
Chavenelle Road – NW Arterial to Radford Road Reconstruction Project are hereby  
approved.

Passed, approved and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Roy D. Buol, Mayor

Attest:

\_\_\_\_\_  
Adrienne N. Breitfelder, City Clerk



**CITY OF DUBUQUE, IOWA**  
**CHAVENELLE ROAD RECONSTRUCTION - RADFORD ROAD TO NW ARTERIAL**  
**PRELIMINARY SCHEDULE OF VALUATION AND PROPOSED ASSESSMENTS**  
**DATE: JUNE 2, 2021**

The following schedule is hereby determined to show each lot proposed to be assessed for the improvement shown in the title together with the amount proposed to be assessed against each lot and the valuations shown opposite each lot are hereby fixed as the true valuations of such lots by the City Council of the City of Dubuque.

PARCEL NUMBER	PROPERTY OWNER NAME	LOT DESCRIPTION	STREET ADDRESS	NET ASSESSED VALUATION	VALUATION WITH IMPROVEMENT	NET PAVING IMPROVEMENT COST	NET PAVING IMPROVEMENT DEFICIENCY	TOTAL PUBLIC IMPROVEMENT COST	SIDEWALK ASSESSMENT	TOTAL NET ASSESSMENT
1029226002	MAR HOLDINGS LLC	LOT 1 DUBUQUE INDUSTRIAL CENTER SECOND ADDITION	CHAVENELLE ROAD	\$ 15,950.00	\$ 78,495.39	\$ 62,545.39	\$ 42,921.55	\$ 19,623.84		\$ 62,545.39
1029251002	AB (MC)2 LLC F/K/A RITE-HITE CORPORATION	LOT 1 & 2 OF FINAL PLAT OF LOT 1 OF DUBUQUE INDUSTRIAL CENTER FIRST ADDITION	4343 CHAVENELLE ROAD	\$ 9,136,670.00	\$ 9,206,803.19	\$ 70,133.19	\$ -	\$ 70,133.19		\$ 70,133.19
1029251003	UELNER PRECISION TOOLS & DIES INC, FH	LOT 2-2 DUBUQUE INDUSTRIAL CENTER SIXTH ADD	4545 FUTURO COURT	\$ 1,426,960.00	\$ 1,446,948.62	\$ 19,988.62		\$ 19,988.62		\$ 19,988.62
1029401004	AY MCDONALD MANUFACTURING CO.	LOT 3 DUBUQUE INDUSTRIAL CENTER NINTH ADD	CHAVENELLE ROAD	\$ 233,000.00	\$ 280,826.81	\$ 47,826.81		\$ 47,826.81		\$ 47,826.81
1029401002	CHAVENELLE WAREHOUSE DEVLPMNT LLC	LOT 1 DUBUQUE INDUSTRIAL CENTER SIXTH ADD	4949 CHAVENELLE ROAD	\$ 1,880,470.00	\$ 1,921,006.15	\$ 40,536.15		\$ 40,536.15		\$ 40,536.15
1029251013	DUBUQUE IN FUTURO INC	LOT 2-3 DUBUQUE INDUSTRIAL CENTER 12TH ADD	50 W 13TH STREET	\$ 22,410.00	\$ 27,176.07	\$ 4,766.07		\$ 4,766.07		\$ 4,766.07
1029402004	AY MCDONALD MANUFACTURING CO.	LOT 1 DUBUQUE INDUSTRIAL CENTER 13TH ADD, PT II	4800 CHAVENELLE ROAD	\$ 5,825,000.00	\$ 5,917,188.85	\$ 92,188.85		\$ 92,188.85	\$ 46,318.27	\$ 138,507.12
1029276006	DUBUQUE IN FUTURO INC	LOT 2 DUBUQUE INDUSTRIAL CENTER 13TH ADD	50 W 13TH STREET	\$ 87,730.00	\$ 109,442.92	\$ 21,712.92		\$ 21,712.92	\$ 12,395.03	\$ 34,107.95
1029426001	METRIX CO	LOT 1-2-2 DUBUQUE INDUSTRIAL CENTER FIFTH ADD	4400 CHAVENELLE RD	\$ 2,304,810.00	\$ 2,343,965.82	\$ 39,155.82		\$ 39,155.82	\$ 21,013.18	\$ 60,169.00
1029276002	LAKESHORE VENTURES LLC REALESTATE DEPT	LOT 1 DUBUQUE INDUSTRIAL CENTER FIFTH ADD	4370 CHAVENELLE RD	\$ 373,580.00	\$ 385,126.37	\$ 11,546.37		\$ 11,546.37	\$ 6,146.01	\$ 17,692.38
1029276004	WEBER PAPER COMPANY	LOT 1 DUBUQUE INDUSTRIAL CENTER 11TH ADD	4300 CHAVENELLE ROAD	\$ 1,528,960.00	\$ 1,579,895.37	\$ 50,935.37		\$ 50,935.37	\$ 29,803.01	\$ 80,738.38
1029276001	DUBUQUE HUMANE SOCIETY	LOT 1 OF 2 OF DUBUQUE INDUSTRIAL CENTER FIFTH ADD	4242 CHAVENELLE ROAD	\$ 1,727,310.00	\$ 1,764,049.12	\$ 36,739.12		\$ 36,739.12	\$ 20,944.51	\$ 57,683.63
<b>TOTALS =</b>								<b>\$455,153.15</b>	<b>\$136,620.00</b>	<b>\$634,694.70</b>

**City of Dubuque  
City Council Meeting**

**Public Hearings # 2.**

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**ITEM TITLE:** 2021 Pavement Marking Project (CIP 3002245)  
**SUMMARY:** Proof of publication for notice of public hearing to consider City Council approval of the plans, specifications, form of contract and the estimated cost of \$205,000 for the 2021 Pavement Marking Project, and City Manager recommending approval.

**RESOLUTION** Approval of plans, specifications, form of contract, and estimated cost for the 2021 Pavement Marking Project  
**SUGGESTED DISPOSITION:** Suggested Disposition: Receive and File; Adopt Resolution(s)

**ATTACHMENTS:**

**Description**

2021 Pavement Marking Project-MVM Memo  
Staff Memo  
Resolution

**Type**

City Manager Memo  
Staff Memo  
Resolutions



**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** 2021 Pavement Marking Project  
(CIP 3002245)

**DATE:** June 29, 2021

City Engineer Gus Psihoyos recommends City Council approval of the plans, specifications, form of contract and the estimated cost of \$205,000 for the 2021 Pavement Marking 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  
Cori Burbach, Assistant City Manager  
Gus Psihoyos, City Engineer

**TO:** Michael C. Van Milligen, City Manager  
**FROM:** Gus Psihoyos, City Engineer  
**DATE:** June 28, 2021  
**RE:** 2021 Pavement Marking Project  
(CIP 3002245)

### **INTRODUCTION**

The attached resolution is in reference to the public hearing for the 2021 Pavement Marking Project. The pavement marking program is vital to our transportation system as it provides safety to drivers and pedestrians on the public road system. Well-defined crosswalk stripping for example provides areas where pedestrians can traverse a roadway safely.

### **BACKGROUND**

The City contracts for a city-wide pavement marking project to furnish, install, maintain, and remove permanent pavement markings to include Lines and Symbols and Legends on City streets as directed by the Engineering Department.

### **DISCUSSION**

The Pavement Marking Project is completed annually due to a more rapid deterioration on higher volume, high vehicular movement roadways. Pavement markings are applied using a waterborne paint with a service life of approximately two (2) years.

As part of a cooperative Maintenance Agreement with the Iowa Department of Transportation (Iowa DOT), the City will include portions of Iowa DOT jurisdictional pavement markings with the City's annual pavement marking program. The Maintenance Agreement includes all Symbols and Legends and a portion of center Lines on Iowa DOT routes within the City. The Iowa DOT will reimburse the City for their share of project costs after the project is completed and accepted.

### **PROJECT SCHEDULE**

The schedule for the project will be as follows:

Initiate Bidding	June 21, 2021
Publish Notice to Bidders, Advertisement for Bids	June 25, 2021
Publish Notice of Hearing on Plans & Specifications	June 25, 2021
Public Hearing	July 6, 2021
Receipt of Bids	July 8, 2021
Award of Contract	July 19, 2021
Completion Date	November 1, 2021

### **RECOMMENDATION**

I recommend that the City Council approve the plans, specifications, form of contract and estimated cost for the 2021 Pavement Marking Project.

### **BUDGET IMPACT**

The estimate of probable cost for the 2021 Pavement Marking Project is summarized in the following table:

<b>Description</b>	<b>Cost Estimate</b>
Construction - City Pavement Markings	\$ 175,700.00
Construction - Iowa DOT Pavement Markings	21,800.00
Engineering Design and Administration	7,500.00
<b>Total Construction Cost Estimate</b>	<b>\$ 205,000.00</b>

The proposed project funding is summarized as follows:

<b>CIP No.</b>	<b>Fund Description</b>	<b>Fund Amount</b>
3002245	Pavement Markings (FY21)	\$ 109,000.00
3002245	Pavement Markings (FY22)	74,200.00
3002245	Iowa DOT Funding	21,800.00
<b>Total Project Funding</b>		<b>\$ 205,000.00</b>

### **REQUESTED ACTION**

The City Council is requested to approve the plans, specifications, form of contract and estimated cost for the 2021 Pavement Marking Project through adoption of the attached resolution.

cc: Jenny Larson, Director of Budget & Finance  
Bob Schiesl, Assistant City Engineer  
Troy Kress, Engineering



**RESOLUTION NO. -21**

**APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND  
ESTIMATED COST FOR THE 2021 PAVEMENT MARKING PROJECT**

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

That the proposed plans, specifications, form of contract and estimated cost for  
2021 Pavement Marking Project, in the estimated amount \$175,700.00, are hereby  
approved.

Passed, adopted and approved this 6<sup>th</sup> day of July 2021.

\_\_\_\_\_  
Roy D. Buol, Mayor

Attest:

\_\_\_\_\_  
Adrienne N. Breitfelder, City Clerk

## City of Dubuque City Council Meeting

### Action Items # 1.

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**ITEM TITLE:** Code of Ordinances Amendment - Mayor and City Council Compensation

**SUMMARY:** City Clerk submitting an amendment to the City of Dubuque Code of Ordinances Title 1 Administration, Chapter 6 Mayor and City Council, Section 1-6-2, adjusting Mayor and City Council Member salaries effective January 1, 2022 as recommended by the Compensation Task Force and concurred by the City Council on June 21, 2021.

**ORDINANCE** Amending City of Dubuque Code of Ordinances Title 1 Administration, Chapter 6 Mayor and City Council, Section 1-6-2 Compensation

**SUGGESTED DISPOSITION:** Suggested Disposition: Receive and File; Motion B; Motion A

**ATTACHMENTS:**

Description	Type
Staff Memo	Staff Memo
Ordinance	Ordinance
City Council Compensation Task Force Memo	Supporting Documentation
City Council Compensation Task Force Minutes of 6/9/21	Supporting Documentation
Iowa Code Excerpt 372.13	Supporting Documentation
Mayor and City Council Annual Salary History	Supporting Documentation
Mayor and City Council Board Appointments	Supporting Documentation
City Council List of Meetings and Events	Supporting Documentation
Comparative Compensation Data for Similar Sized Iowa Communities	Supporting Documentation
City Council Fiscal Year 2022 Policy Budget	Supporting Documentation
Suggested Motion Wording	Supporting Documentation



**TO:** The Honorable Mayor and City Council Members

**FROM:** Adrienne N. Breitfelder, City Clerk

**SUBJECT:** Code of Ordinances Amendment – Mayor and City Council Compensation

**DATE:** June 29, 2021

The City Council Compensation Task Force recommendation for Mayor and City Council salaries was presented to the City Council at the June 21, 2021, City Council meeting. The Task Force recommended the salary for the Mayor be adjusted to \$14,800 (an annual increase of \$1,000) and the salary for the City Council Members be adjusted to \$11,100 (an annual increase of \$800).

Based on the City Council's concurrence with the recommendation, I am presenting an amendment to the City of Dubuque Code of Ordinances Title 1 Administration, Chapter 6 Mayor and City Council, Section 1-6-2, adjusting Mayor and City Council Member salaries effective January 1, 2022.

Thank you,

cc: Michael Van Milligen, City Manager  
Crenna Brumwell, City Attorney  
Jenny Larson, Director of Finance and Budget  
Shelley Stickfort, Human Resources Director

## **ORDINANCE NO. XX-21**

### **AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 1 ADMINISTRATION, CHAPTER 6 MAYOR AND CITY COUNCIL, SECTION 1-6-2 COMPENSATION**

Whereas, pursuant to Iowa Code 372.13-8, the City Council shall not adopt an ordinance changing the compensation of the mayor and council members during the months of November and December in the year of a regular city election; and

Whereas, a change in the compensation of the mayor does not become effective during the term in which the change is adopted; and

Whereas, at the 2004 Dubuque City Council annual goal setting session, the City Council concurred to make a change in mayor and council member compensation only during the year in which a majority of council members' terms expire; and

Whereas, such change in compensation would be recommended to the City Council by an ad hoc task force comprised of seven (7) residents of the city each selected by a member of the City Council to represent him/her and facilitated by the City Clerk; and

Whereas, a change in the compensation of the council members becomes effective for all council members at the beginning of the term of the council members elected at the election next following the change in compensation; and

Whereas, effective:

- January 1, 1997 the compensation of the Mayor was set at Ten Thousand Four Hundred Seventy-One Dollars (\$10,471.00) per annum, and the compensation for City Council Members set at Six Thousand Nine Hundred Seventy-Nine Dollars (\$6,979.00) per annum; and
- January 1, 2002 the compensation of the Mayor was set at Eleven Thousand Dollars (\$11,000.00) per annum, and the compensation for City Council Members set at Eight Thousand Dollars (\$8,000.00) per annum; and
- January 1, 2006, the compensation of the Mayor was set at Eleven Thousand Five Hundred Dollars (\$11,500.00) per annum, and the compensation for City Council Members set at Eight Thousand Five Hundred Dollars (\$8,500.00) per annum;
- January 1, 2014, the compensation of the Mayor was set at Thirteen Thousand Dollars (\$13,000) per annum, and the compensation for City Council Members set at Nine Thousand Seven Hundred Dollars (\$9,700.00) per annum.
- January 1, 2018, the compensation of the Mayor was set at Thirteen Thousand Eight Hundred Dollars (\$13,800.00) per annum, and the compensation for City Council Members set at Ten Thousand Three Hundred Dollars (\$10,300) per annum.

Whereas, the City Council appointed an ad hoc task force to review compensation for the Mayor and City Council Members; and

Whereas, the City Council has received and reviewed a recommendation from the ad hoc task force; and

Whereas, the City Council has determined that the compensation adjustment recommended for the Mayor and City Council Members by the ad hoc task force is reasonable and should be adjusted effective January 1, 2022.

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

Section 1. Section 1-6-2 of the City of Dubuque Code of Ordinances is amended to read as follows:

**1-6-2: COMPENSATION:**

Effective January 1, 2022, the compensation for the mayor shall be fourteen thousand eight hundred dollars (\$14,800.00) per annum, and the compensation for the city council members shall be eleven thousand one hundred dollars (\$11,100) per annum.

Section 2. This ordinance shall take effect upon publication.

Passed, approved and adopted this XX day of XXXX, 2021.

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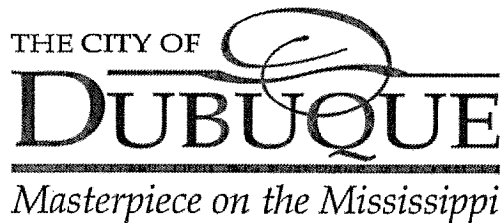
Roy D. Buol, Mayor

Attest:

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Adrienne N. Breitfelder, City Clerk





City Clerk's Office  
City Hall  
50 W. 13<sup>th</sup> Street  
Dubuque, IA 52001-4845  
(563) 589-4120 office  
(563) 589-0890 fax  
cityclerk@cityofdubuque.org  
www.cityofdubuque.org

June 10, 2021

Honorable Mayor and Members of the City Council,

Iowa State Code 372.12-8 states, *"By ordinance, the council shall prescribe the compensation of the mayor, council members, and other elected city officers, but a change in the compensation of the mayor does not become effective during the term in which the change is adopted, and the council shall not adopt an ordinance changing the compensation of the mayor, council members, or other elected officers during the months of November and December in the year of a regular city election. A change in the compensation of council members becomes effective for all council members at the beginning of the term of the council members elected at the election next following the change in compensation."*

The Dubuque City Council has determined that when a majority of the City Council to include the Mayor is up for re-election, that each City Council Member select a representative from the public to serve on the City Council Compensation Task Force for the purpose of determining the wage compensation for the incoming Mayor and City Council Members.

The City Council Compensation Task Force met at 4:00 p.m. on June 9, 2021, in Conference Room A of City Hall and reviewed the following information:

1. Mayor and City Council Annual Salary History
2. Mayor and Council Board Appointments
3. Tally of standing and special City Council meetings, conferences and events for 2019, 2020, and 2021 thus far
4. Iowa State Code Chapter 372.13 Organizations of City Governments
5. Ordinance No. 40-17 Establishing the Compensation of the Mayor and Council Members beginning January 1, 2018
6. Comparative compensation information of similar sized Iowa communities
7. City Council Fiscal Year 2022 Policy Budget

The Task Force discussed inflation as a factor in considering compensation, the length of time between changes in compensation, the compensation of other Iowa communities, the City Council Policy Budget, the various commitments of the City Council Members, and attracting quality City Council candidates.

Following discussion, the Task Force reached consensus and hereby recommends that the salary for the Mayor be adjusted to \$14,800 (an annual increase of \$1,000) and the salary of the City Council Members be adjusted to \$11,100 (an annual increase of

\$800). This is roughly a 7.2% increase for the Mayor and 7.7% increase for the City Council.

If approved, the salary adjustments would become effective on January 1, 2022 as provided by Iowa State Code 372.13.

The Task Force Members thank the City Council for the opportunity to serve on this committee and are unanimous in their recommendation.

Sincerely,



David Cochran



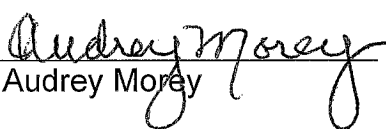
Joseph Gonzalez



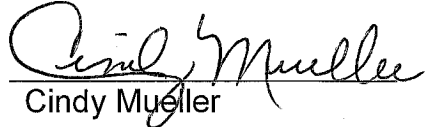
Carrie Lohrmann



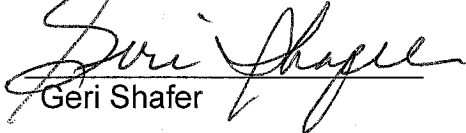
Ron McClain



Audrey Morey



Cindy Mueller



Geri Shafer

/anb

cc: Michael Van Milligen, City Manager  
Jenny Larson, Director of Finance and Budget  
Shelley Stickfort, Human Resources Director

Attachments

## MINUTES

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**Government Body:** City Council Compensation Task Force

**Date:** June 9, 2021

**Time:** 4:00 PM

**Place of Meeting:** City Hall, Conference Room A, 50 W. 13<sup>th</sup> Street

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Present:

David Cochran representing Council Member Brad Cavanagh  
Joseph Gonzalez representing Council Member David Resnick  
Carrie Lohrmann representing Council Member Laura Roussell  
Ron McClain representing Council Member Ric Jones  
Audrey Morey representing Council Member Danny Sprank  
Cindy Mueller representing Council Member Susan Farber  
Geri Shafer representing Mayor Roy Buol

Also present: John Kruse of the Telegraph Herald newspaper

City Clerk Adrienne Breitfelder convened the meeting at 4:00 p.m. and provided handouts that included:

1. Mayor and City Council Annual Salary History
2. Mayor and Council Board Appointments
3. Tally of standing and special City Council meetings, conferences and events for 2019, 2020, and 2021 thus far
4. Iowa State Code Chapter 372.13 Organizations of City Governments
5. Ordinance No. 40-17 Establishing the Compensation of the Mayor and Council Members beginning January 1, 2018
6. Comparative compensation information of similar sized Iowa communities
7. City Council Fiscal Year 2022 Policy Budget

The Task Force discussed inflation as a factor in considering compensation, the length of time between changes in compensation, the compensation of other Iowa communities, the City Council Policy Budget, the various commitments of the City Council Members, and attracting quality City Council candidates.

Following discussion, the Task Force reached consensus that the salary for the Mayor be adjusted to \$14,800 (an annual increase of \$1,000) and the salary of the City Council Members be adjusted to \$11,100 (an annual increase of \$800). This is roughly a 7.2% increase for the Mayor and 7.7% increase for the City Council. The City Clerk will draft a letter for placement on an upcoming City Council agenda following signature by the Task Force.

The meeting adjourned at 5:00 p.m.

Submitted by Adrienne N. Breitfelder, City Clerk

**372.13 The council.**

1. A majority of all council members is a quorum.

2. A vacancy in an elective city office during a term of office shall be filled, at the council's option, by one of the two following procedures:

a. (1) By appointment by the remaining members of the council, except that if the remaining members do not constitute a quorum of the full membership, paragraph "b" shall be followed. The appointment shall be made within sixty days after the vacancy occurs and shall be for the period until the next regular city election described in [section 376.1](#), unless there is an intervening special election for that city, in which event the election for the office shall be placed on the ballot at such special election. If the council fails to make an appointment within sixty days as required by [this subsection](#), the city clerk shall give notice of the vacancy to the county commissioner and the county commissioner shall call a special election to fill the vacancy at the earliest practicable date but no fewer than thirty-two days after the notice is received by the county commissioner.

(2) If the council chooses to proceed under this paragraph, it shall publish notice in the manner prescribed by [section 362.3](#), stating that the council intends to fill the vacancy by appointment but that the electors of the city or ward, as the case may be, have the right to file a petition requiring that the vacancy be filled by a special election. The council may publish notice in advance if an elected official submits a resignation to take effect at a future date. The council may make an appointment to fill the vacancy after the notice is published or after the vacancy occurs, whichever is later. However, if within fourteen days after publication of the notice or within fourteen days after the appointment is made, there is filed with the city clerk a petition which requests a special election to fill the vacancy, an appointment to fill the vacancy is temporary and the council shall call a special election to fill the vacancy permanently, under paragraph "b". The number of signatures of eligible electors of a city for a valid petition shall be determined as follows:

(a) For a city with a population of ten thousand or less, at least two hundred signatures or at least the number of signatures equal to fifteen percent of the voters who voted for candidates for the office at the preceding regular election at which the office was on the ballot, whichever number is fewer.

(b) For a city with a population of more than ten thousand but not more than fifty thousand, at least one thousand signatures or at least the number of signatures equal to fifteen percent of the voters who voted for candidates for the office at the preceding regular election at which the office was on the ballot, whichever number is fewer.

(c) For a city with a population of more than fifty thousand, at least two thousand signatures or at least the number of signatures equal to ten percent of the voters who voted for candidates for the office at the preceding regular election at which the office was on the ballot, whichever number is fewer.

(d) The minimum number of signatures for a valid petition pursuant to subparagraph divisions (a) through (c) shall not be fewer than ten. In determining the minimum number of signatures required, if at the last preceding election more than one position was to be filled for the office in which the vacancy exists, the number of voters who voted for candidates for the office shall be determined by dividing the total number of votes cast for the office by the number of seats to be filled.

b. (1) By a special election held to fill the office for the remaining balance of the unexpired term. If the council opts for a special election or a valid petition is filed under paragraph "a", the special election may be held concurrently with any pending election as provided by [section 69.12](#) if by so doing the vacancy will be filled not more than ninety days after it occurs. Otherwise, a special election to fill the office shall be called by the council at the earliest practicable date. The council shall give the county commissioner at least thirty-two days' written notice of the date chosen for the special election. The council of a city where a primary election may be required shall give the county commissioner at least sixty days' written notice of the date chosen for the special election. A special election held under [this subsection](#) is subject to [sections 376.4 through 376.11](#), but the dates for actions in relation to the special election shall be calculated with regard to the date for which the special election is called.



However, a nomination petition must be filed not less than twenty-five days before the date of the special election and, where a primary election may be required, a nomination petition must be filed not less than fifty-three days before the date of the special election.

(2) If there are concurrent vacancies on the council and the remaining council members do not constitute a quorum of the full membership, a special election shall be called by the county commissioner at the earliest practicable date. The remaining council members shall give notice to the county commissioner of the absence of a quorum. If there are no remaining council members, the city clerk shall give notice to the county commissioner of the absence of a council. If the office of city clerk is vacant, the city attorney shall give notice to the county commissioner of the absence of a clerk and a council. Notice of the need for a special election shall be given under this paragraph by the end of the following business day.

3. The council shall appoint a city clerk to maintain city records and perform other duties prescribed by state or city law.

4. Except as otherwise provided by state or city law, the council may appoint city officers and employees, and prescribe their powers, duties, compensation, and terms. The appointment of a city manager must be made on the basis of that individual's qualifications and not on the basis of political affiliation.

5. The council shall determine its own rules and maintain records of its proceedings. City records and documents, or accurate reproductions, shall be kept for at least five years except that:

a. Ordinances, resolutions, council proceedings, records and documents, or accurate reproductions, relating to the issuance of public bonds or obligations shall be kept for at least eleven years following the final maturity of the bonds or obligations. Thereafter, such records, documents, and reproductions may be destroyed, preserving confidentiality as necessary. Records and documents pertaining to the transfer of ownership of bonds shall be kept as provided in [section 76.10](#).

b. Ordinances, resolutions, council proceedings, records and documents, or accurate reproductions, relating to real property transactions shall be maintained permanently.

6. Within fifteen days following a regular or special meeting of the council, the clerk shall cause the minutes of the proceedings of the council, including the total expenditure from each city fund, to be published in a newspaper of general circulation in the city. The publication shall include a list of all claims allowed and a summary of all receipts and shall show the gross amount of the claims. The list of claims allowed shall show the name of the person or firm making the claim, the reason for the claim, and the amount of the claim. If the reason for the claims is the same, two or more claims made by the same vendor, supplier, or claimant may be consolidated if the number of claims consolidated and the total consolidated claim amount are listed in the statement. However, the city shall provide at its office upon request an unconsolidated list of all claims allowed. Matters discussed in closed session pursuant to [section 21.3](#) shall not be published until entered on the public minutes. However, in cities having more than one hundred fifty thousand population, the council shall each month print in pamphlet form a detailed itemized statement of all receipts and disbursements of the city, and a summary of its proceedings during the preceding month, and furnish copies to the city library, the daily newspapers of the city, and to persons who apply at the office of the city clerk, and the pamphlet shall constitute publication as required. Failure by the clerk to make publication is a simple misdemeanor. The provisions of [this subsection](#) are applicable in cities in which a newspaper is published, or in cities of two hundred population or over, but in all other cities, posting the statement in three public places in the city which have been permanently designated by ordinance is sufficient compliance with [this subsection](#).

7. By ordinance, the council may divide the city into wards which shall be drawn according to the following standards:

a. All ward boundaries shall follow precinct boundaries.

b. Wards shall be as nearly equal as practicable to the ideal population determined by dividing the number of wards to be established into the population of the city.

c. Wards shall be composed of contiguous territory as compact as practicable.

d. Consideration shall not be given to the addresses of incumbent officeholders, political affiliations of registered voters, previous election results, or demographic information other

than population head counts, except as required by the Constitution and the laws of the United States.

8. By ordinance, the council shall prescribe the compensation of the mayor, council members, and other elected city officers, but a change in the compensation of the mayor does not become effective during the term in which the change is adopted, and the council shall not adopt an ordinance changing the compensation of the mayor, council members, or other elected officers during the months of November and December in the year of a regular city election. A change in the compensation of council members becomes effective for all council members at the beginning of the term of the council members elected at the election next following the change in compensation. Except as provided in section 362.5, an elected city officer is not entitled to receive any other compensation for any other city office or city employment during that officer's tenure in office, but may be reimbursed for actual expenses incurred. However, if the mayor pro tem performs the duties of the mayor during the mayor's absence or disability for a continuous period of fifteen days or more, the mayor pro tem may be paid for that period the compensation determined by the council, based upon the mayor pro tem's performance of the mayor's duties and upon the compensation of the mayor.

9. A council member, during the term for which that member is elected, is not eligible for appointment to any city office if the office has been created or the compensation of the office has been increased during the term for which that member is elected. A person who resigns from an elective office is not eligible for appointment to the same office during the time for which that person was elected if during that time, the compensation of the office has been increased.

10. A council member, during the term for which that member is elected, is not precluded from holding the office of chief of the volunteer fire department or from serving the volunteer fire department in any other position or capacity. A person holding the office of chief of such a volunteer fire department at the time of the person's election to the city council may continue to hold the office of chief of the fire department during the city council term for which that person was elected.

11. a. Council members shall be elected according to the council representation plans under [sections 372.4](#) and [372.5](#). However, the council representation plan may be changed, by petition and election, to one of those described in [this subsection](#). Upon receipt of a petition meeting the requirements of [section 362.4](#), requesting a change to a council representation plan, the council shall submit the question at a special election. If a majority of the persons voting at the special election approves the changed plan, it becomes effective at the beginning of the term following the next regular city election. If a majority does not approve the changed plan, the council shall not submit another proposal to change a plan to the voters within the next two years.

b. Eligible electors of a city may petition for one of the following council representation plans:

- (1) Election at large without ward residence requirements for the members.
- (2) Election at large but with equal-population ward residence requirements for the members.
- (3) Election from single-member, equal-population wards, in which the electors of each ward shall elect one member who must reside in that ward.
- (4) Election of a specified number of members at large and a specified number of members from single-member, equal-population wards.

1. [R60, §1081, 1093; C73, §511, 522; C97, §668; S13, §668; C24, 27, 31, 35, 39, §5663; C46, 50, §363.36; C54, 58, 62, 66, 71, 73, §368A.1(2); C75, 77, 79, 81, §372.13(1)]

2. [R60, §1101; C73, §514, 524; C97, §668; S13, §668; C24, 27, 31, 35, 39, §5663; C46, 50, §363.36; C54, 58, 62, 66, 71, 73, §368A.1(8); C75, 77, 79, 81, §372.13(2); [81 Acts, ch 34, §46](#)]

3. [R60, §1082, 1093; C73, §512, 522; C97, §651, 659, 940; S13, §651; SS15, §1056-a26, 1056-b18; C24, 27, 31, 35, 39, §5633, 5640, 5663, 6528, 6651, 6703; C46, 50, §363.11, 363.19, 363.36, 416.52, 419.37, 420.13; C54, 58, 62, 66, 71, 73, §368A.1(1), 368A.3; C75, 77, 79, 81, §372.13(3)]

4. [R60, §1086, 1093, 1095, 1098, 1103, 1105, 1134; C73, §493, 515, 522, 524, 528, 532, 534; C97, §651, 657, 668, 676; S13, §651, 657, 668, 1056-a27, 1056-a28; SS15, §1056-a26, 1056-b14,

1056-b17, 1056-b18; C24, 27, 31, 35, 39, §5638, 5663, 5671, 6519, 6528, 6529, 6533, 6651, 6666, 6674; C46, 50, §363.11, 363.17, 363.36, 363.45, 416.43, 416.52, 416.53, 416.57, 419.37, 419.52, 419.60; C54, 58, 62, 66, 71, 73, §363.40, 363A.4, 363B.11, 363C.4, 363C.9, 368A.1(7, 9, 10); C75, 77, 79, 81, §372.13(4)]

5, 6. [R60, §1082, 1093; C73, §512, 522; C97, §659, 668; S13, §668, 687-a; C24, 27, 31, 35, 39, §5640, 5663, 5722; C46, 50, §363.19, 363.33, 366.10; C54, 58, 62, 66, 71, 73, §368A.1(4), 368A.3; C75, 77, 79, 81, §372.13(5,6); 82 Acts, ch 1047, §1]

7. [R60, §1092; C73, §520; C97, §641; S13, §641; C24, 27, 31, 35, 39, §5626; C46, 50, §363.4; C54, 58, 62, 66, 71, 73, §363.7; C75, 77, 79, 81, §372.13(7)]

8. [R60, §1091, 1095, 1098; C73, §505, 519, 524, 528; C97, §669, 676, 943, 945; S13, §669, 1056-a28; SS15, §1056-b9; C24, 27, 31, 35, 39, §5664, 5671, 6517, 6633, 6704, 6705; C46, 50, §363.38, 363.45, 416.41, 419.19, 420.14, 420.15; C54, 58, 62, 66, §363.39, 363A.4, 363B.9, 363C.2, 420.14, 420.15; C71, 73, §363.39, 363A.4, 363B.9, 363C.2, 363E.1, 420.14, 420.15; C75, 77, 79, 81, §372.13(8)]

9. [R60, §1091, 1122; C73, §490, 491, 519; C97, §668, 677; S13, §668; C24, 27, 31, 35, 39, §5672; C46, 50, §363.46, 420.17 – 420.19; C54, 58, 62, 66, 71, 73, §368A.21; C75, 77, 79, 81, §372.13(9)]

85 Acts, ch 107, §1; 87 Acts, ch 203, §3; 88 Acts, ch 1052, §1; 88 Acts, ch 1246, §4; 89 Acts, ch 39, §9; 89 Acts, ch 136, §71; 90 Acts, ch 1106, §1; 91 Acts, ch 256, §39; 93 Acts, ch 89, §2; 94 Acts, ch 1179, §24; 94 Acts, ch 1180, §54; 97 Acts, ch 170, §90; 2002 Acts, ch 1134, §104, 115; 2004 Acts, ch 1175, §249; 2006 Acts, ch 1018, §5; 2006 Acts, ch 1138, §2; 2007 Acts, ch 112, §4; 2008 Acts, ch 1115, §66, 71; 2009 Acts, ch 57, §91; 2014 Acts, ch 1101, §8; 2017 Acts, ch 29, §105; 2017 Acts, ch 102, §1

Referred to in §69.12, 372.4, 372.5, 372.10, 376.11, 420.41

City ward standards, see also §49.3

Removal of officers, chapter 66

Removal of appointees, see §372.15

**CITY OF DUBUQUE MAYOR AND CITY COUNCIL ANNUAL SALARY HISTORY**  
**Listed by Effective Date**

**Prior to January 1, 1994**

Mayor - \$9,125

Council Members - \$6,083

**January 1, 1994**

Mayor - \$9,399

Council Members - \$6,265

**January 1, 1995**

Mayor - \$9,681

Council Members - \$6,453

**January 1, 1996**

Mayor - \$10,068

Council Members - \$6,711

**January 1, 1997**

Mayor - \$10,471

Council Members - \$6,979

**January 1, 2002**

Mayor - \$11,000

Council Members - \$8,000

**January 1, 2006**

Mayor - \$11,500

Council Members - \$8,500

**January 1, 2010**

No Change

per Council vote on 5/18/09

**January 1, 2014**

Mayor - \$13,000

Council Members - \$9,700

**January 1, 2018**

Mayor - \$13,800

Council Members - \$10,300

**Mayor and City Council Members Latest Listings**  
Calendar Year 2021

<b>Area Council of Governments</b>	
No regular meeting dates (met twice in 10 years)	
Buol	Length of Term

<b>Conference Board</b>	
Meetings called by City Assessor	
Buol	Length of Term
Sprank	Length of Term
Roussell	Length of Term
Jones	Length of Term
Farber	Length of Term
Resnick	Length of Term
Cavanagh	Length of Term

<b>Convention &amp; Visitor's Bureau - Travel Dubuque - Board of Directors</b>	
2nd Tuesday of each month at 4:00 pm	
Buol	1 year term - July to June
Jones	1 year term - July to June
Van Milligen	Virtue of Position

<b>Convention and Visitors Bureau - Travel Dubuque - Advisory Board</b>	
2nd or 3rd Wednesday of each month at 4:00 pm	
Sprank	1 year term July to June
Roussell	1 year term July to June

<b>Convention &amp; Visitors Bureau - Travel Dubuque - Sister City Relationships Sister City Relationship Advisory Commission</b>	
2nd or 3rd Wednesday of each month at 4:00 pm	
Farber	1 year term - August to July

<b>County Resource Enhancement and Protection Act (REAP) Committee</b>	
Annually on the 2nd Tuesday in August at 3:00 p.m.	
Sprank	1 year term - August to July

<b>Dubuque County Early Childhood Board</b>	
4th Tuesday of each month at 12 p.m. (Except July and December)	
Roussell	3 year term - Jan 1, 2018

<b>Dubuque County Emergency Management Commission</b>	
1st Tuesday of May, August and November @ 7:00 pm at the Fire Training Center Regional Emergency Response Training Facility, 14928 Public Safety Way	
Fire Chief Rick Stienes	1 year term Jan. to Dec.

<b>Dubuque Initiatives</b>	
2nd and 4th Monday of each month at 12:00 Noon McCarthy Center for Nonprofit Learning, second floor Roshek Building	
Buol	Virtue of Position
Cavanagh	For Length of Term
Farber	For Length of Term
Van Milligen	Virtue of Position

<b>Dubuque Main Street Board of Directors</b>	
4th Wednesday of Jan., Feb., March, April, May, June, Sept. and Oct. and the 1st Wednesday of Aug. and Dec. at 8:00 a.m. Hotel Julien, 200 Main St.	
Buol	1 year term Jan. to Dec.
Jill Connors	1 year term Jan. to Dec.

<b>Dubuque Main Street Executive Committee</b>	
3rd Thursday of each month at 11:30 am Hotel Julien, 200 Main St.	
Buol	1 year term Jan. to Dec.
Jill Connors	1 year term Jan. to Dec.

<b>Dubuque Metropolitan Area Solid Waste Agency</b>	
3rd Wednesday of each month at 4:00 p.m. City of Dubuque Municipal Service Center, 925 Kerper Crt.	
Jones	1 year term Jan. to Dec.
Resnick	1 year term Jan. to Dec.

<b>Dubuque Metropolitan Area Transportation System (DMATS) Committee</b>		<b>Policy</b>
2nd Thursday of each month at 12 Noon ECIA 7600 Commerce Park, Dubuque, IA. 52002		
Buol		For Length of Term
Sprank		For Length of Term
Roussell		For Length of Term
Jones		For Length of Term
Farber		For Length of Term
Resnick		For Length of Term
Cavanagh		For Length of Term

<b>Dubuque Metropolitan Area Transportation System (DMATS) Technical Advisory Committee</b>	
2nd Thursday of each month at 10:30 ECIA 7600 Commerce Park, Dubuque, IA. 52002	
Buol	For Length of Term

<b>Dubuque Racing Association - Board of Directors</b>	
3rd Tuesday of each month at 12 Noon Q Casino Showroom, 1855 Greyhound Rd.	
Buol	1 year term - May 1 to April 30
Jones	1 year term - May 1 to April 30
Cavanagh	1 year term - May 1 to April 30
Van Milligen	Virtue of Position

<b>Examining Board</b>	
Upon receipt of the report of the examining Board a written notice to call a meeting to appoint an assessor	
Barry Lindahl	6 year term - May, 2021

<b>Four Mounds Foundation Board of Trustees</b>	
3rd Monday of each month	
Resnick	1 year term - Jan. to Dec. with no limitations

<b>Friends of the Mines of Spain Advisory Board</b>	
No Less than one time a year on average meets quarterly	
Sprank	1 year term - Jan. to Dec.
Van Milligen - Project	Virtue of Position

<b>Greater Dubuque Development Corp. (GDDC) Board of Directors</b>	
3rd Tuesday (March, June, Sept., Dec.) at 8:30 a.m. Schmid Innovation Center, 900 Jackson St. Suite 109	
Buol	1 year term - July to June
Resnick	1 year term - July to June
Roussell	1 year term - July to June
Van Milligen	1 year term - July to June
Jill Connors	1 year term - July to June

<b>Greater Dubuque Development Corp. (GDDC) Executive Committee</b>	
3rd Tuesday of each month at 8:30 a.m. (March, June, Sept. and Dec. are conjunction with Board of Directors) Schmid Innovation Center, 900 Jackson St. Suite 109	
Buol	Virtue of Position
Van Milligen	Virtue of Position

<b>Pre-Disaster Mitigation Plan Committee (PDMP)</b>	
Meets once every five years to update the PDMP and review appointments	
Sprank	5 year term - January 2019
Jones	5 year term - January 2019

<b>River Valley Initiative Foundation Board of Directors</b>	
Meets quarterly 7:30 AM Schmid Innovation Center, 900 Jackson St. Suite 109	
Sprank	3 year term - January 2019



**City Council Compensation Task Force  
June 2021**

**City Council Meeting Tally**

<b>Meeting Type</b>	<b>2019</b>	<b>2020</b>	<b>2021 (to date)</b>
Regular Council Meetings	23	24	10
Special/Work Sessions	18	39	12
Budget Hearings	7	7	7
Goal Setting Sessions	3	3	3 Scheduled
Legislative Dinner	1	Cancelled	TBD

**City Council Boards and Commission (see attachment)**

**City Council Conferences and events (Note: Many did not occur in 2020 due to the COVID-19 Pandemic)**

1. National League of Cities Annual Congress of Cities - DC
2. National League of Cities Annual Conference
3. Iowa League of Cities Annual Conference
4. Growing Sustainable Communities Conference (Dubuque)
5. Chamber of Commerce / Washington DC Annual Delegation
6. Chamber of Commerce Dubuque Night
7. Legislative Staff visits
8. Diversity Summit
9. U.S. Conference of Mayors (Mayor only)
10. Neighborhood Association meetings
11. Ribbon Cuttings
12. Local Special events
13. E-mails, phone calls, meetings with citizens

<b>City</b>	<b>Population</b>	<b>Mayor Compensation</b>	<b>Council Compensation</b>
Sioux City	82,651	\$15,000	\$13,000
Iowa City	75,130	\$14,950	\$11,960
West Des Moines	67,899	\$14,000	\$9,000
Ankeny	67,355	\$10,000	\$7,000
Dubuque	57,882	\$13,800	\$10,300
Urbandale	44,379	\$11,000	\$7,000
Marion	40,359	\$9,600	\$4,800

# **City Council**

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## CITY COUNCIL

<b>Budget Highlights</b>	<b>FY 2020 Actual</b>	<b>FY 2021 Budget</b>	<b>FY 2022 Requested</b>	<b>% Change From FY 2021 Budget</b>
<u>Expenses</u>				
Employee Expense	80,207	85,449	85,453	0.0%
Supplies and Services	38,518	63,077	64,328	2.0%
Machinery and Equipment	14	—	350	0.0%
Total	118,739	148,526	150,131	1.1%
<u>Resources</u>				
Reimbursements	180	1,211	1,211	0.0%
Total	180	1,211	1,211	0.0%
Property Tax Support	118,559	147,315	148,920	1,605
Percent Increase (Decrease)				1.1%
<b>Personnel - Authorized FTE</b>	<b>3.50</b>	<b>3.50</b>	<b>3.50</b>	

### Significant Line Items

#### **Employee Expense**

1. The Iowa Public Employee Retirement System (IPERS) City contribution of 9.44% is unchanged from FY 2021. The employee contribution of 6.29% is unchanged from FY 2021.

#### **Supplies & Services**

2. Conferences is increased from \$25,640 in FY 2021 to \$26,058 in FY 2022. This line item increased in FY 2022 due to the Race in the Heartland conference for council members and mayor for \$420. This line item also includes \$3,473 per City Council member (\$20,838) for conferences, meetings and travel and \$4,800 for the Mayor for conference travel, including attendance at the US Conference of Mayors meetings. It is believed that greater expectations for regional, state and federal cooperation include some level of participation in the following: National League of Cities, Iowa League of Cities, Iowa Department of Economic Development SMART Conference, Iowa League Legislative Days, and other meetings that occur on issues or initiatives throughout the year. In addition to these funds, members of the City Council may participate in the Chamber of Commerce Annual Washington DC Fly-in. Funding for that trip is located in the Economic Development budget.
3. City Business Travel is unchanged from \$7,000 in FY 2021 to \$7,000 in FY 2022. This line item is budgeted at \$1,000 per Council Member and represents City business mileage reimbursement.
4. Dues and Memberships unchanged from \$19,782 in FY 2021 to \$19,782 in FY 2022. This line item is based on the actual cost of the membership to Iowa League of Cities \$14,513 and US Conference of Mayors \$5,269.

## Machinery & Equipment

5. Equipment replacement items include (\$350):

Smartphones (1)	\$	350
<b>Total Equipment</b>	<b>\$</b>	<b>350</b>

## Revenue

6. Reimbursement Revenue unchanged from \$1,211 in FY 2021 to \$1,211 in FY 2022 based on FY 2020 Actual. This line item represents reimbursements for Mayor speaking engagements.

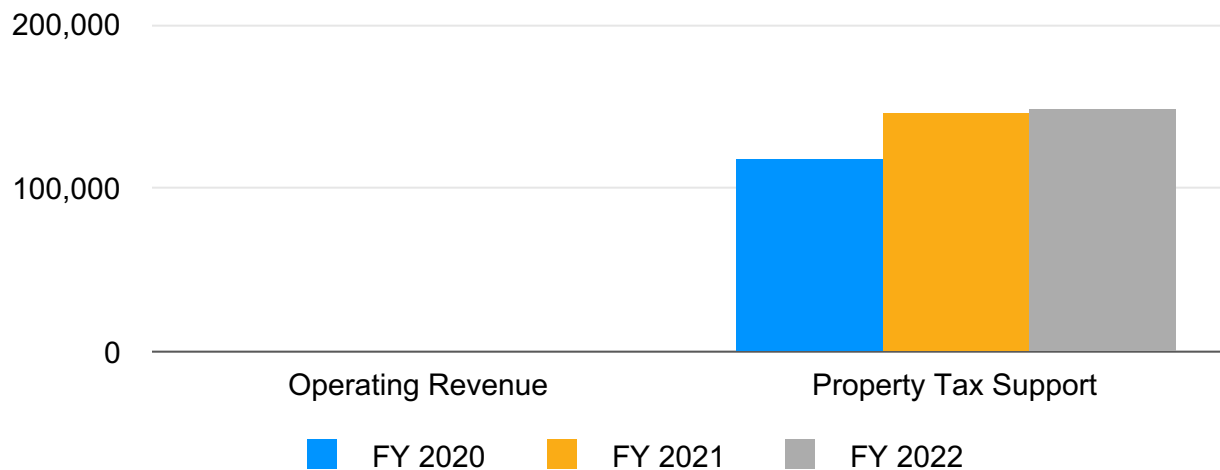


# CITY COUNCIL

Dubuque operates under the council-manager form of local government, which combines the political leadership of elected officials in the form of a city council, with the managerial experience of an appointed local government manager, the city manager.

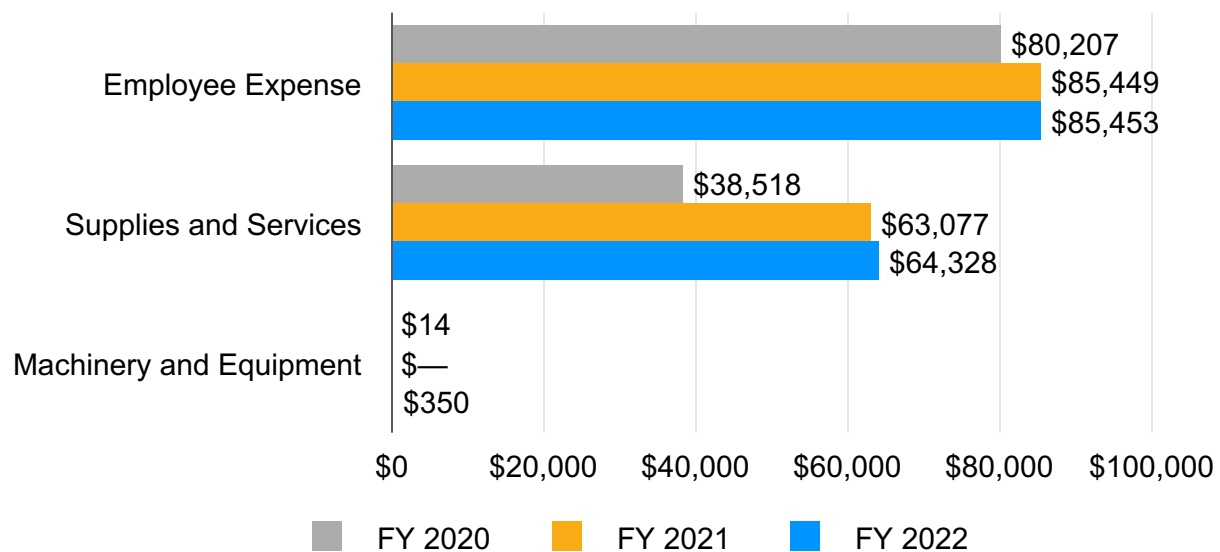
	FY 2020	FY 2021	FY 2022
Full-Time Equivalent	3.50	3.50	3.50

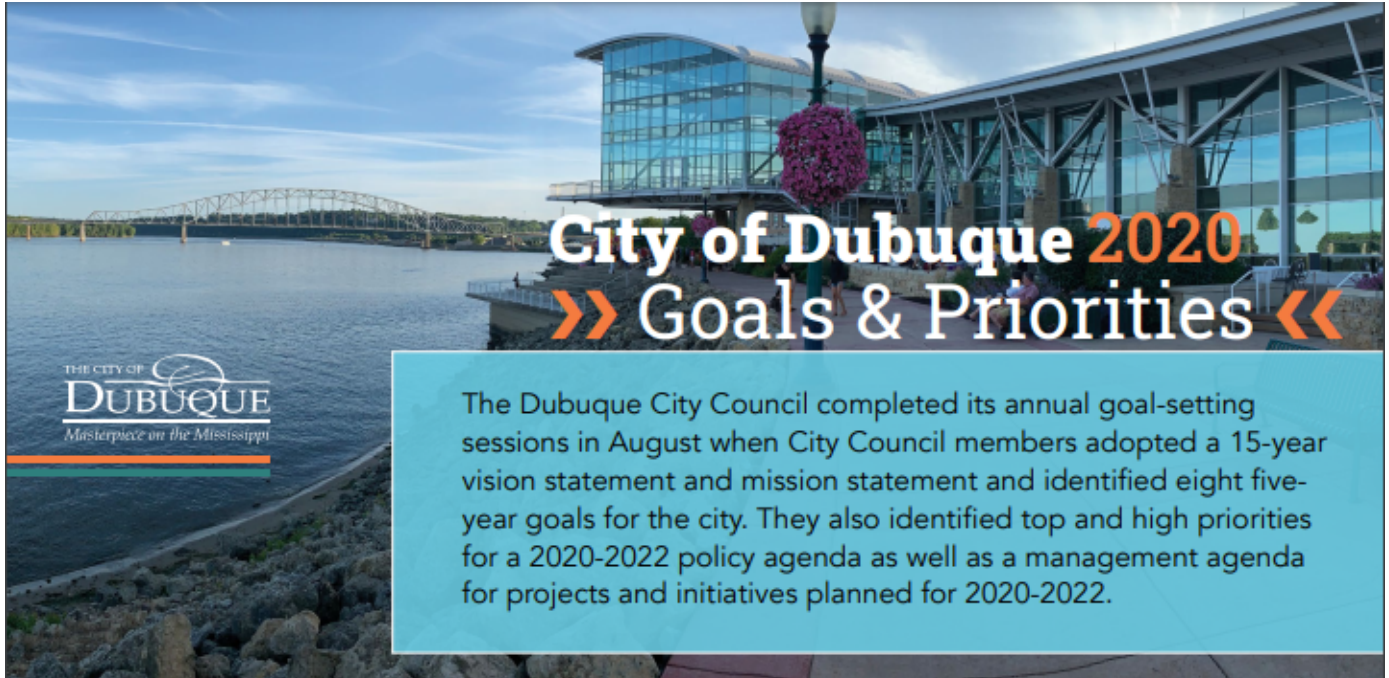
## Resources and Property Tax Support



The City Council is supported by 3.50 full-time equivalent employees, which accounts for 56.92% of the department expense as seen below. Overall, the departments' expenses are expected to increase by 1.08% in FY 2022 compared to FY 2021.

## Expenditures by Category by Fiscal Year





The Dubuque City Council completed its annual goal-setting sessions in August when City Council members adopted a 15-year vision statement and mission statement and identified eight five-year goals for the city. They also identified top and high priorities for a 2020-2022 policy agenda as well as a management agenda for projects and initiatives planned for 2020-2022.

## Policy Agenda

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

### 2020–2022 Top Priorities >>

(in alphabetical order):

- Chaplain Schmitt Island Master Plan: Implementation & Phasing
- Dream Center Facilities and Programs: Self-Sufficiency Additional Funding
- Equitable Fine and Fee Reform: Report, Direction and Actions
- Equitable Poverty Prevention Plan Implementation
- Fountain of Youth: Additional Funding
- Quality Affordable Housing Creation: Direction and City Actions

### 2020–2022 High Priorities >>

(in alphabetical order):

- Arts and Culture Master Plan Implementation: Update Report, Direction, and Actions
- Arts Operating Grants and Art on the River: Update Report, Funding, Direction, and City Action
- Childcare Initiative: Outcomes, City Role, Partners, Direction and City Actions
- Code of Ethics/Social Media for Mayor and City Council: Development and Adoption
- Food Insecurity: Report with Findings and Options, Direction, City Actions, and Funding (including Food Deserts and Grocery Store Attraction)
- Four Mounds/HEART Program: Funding

## Management Agenda

Management agenda items are issues for which the City Council has set the overall direction and provided initial funding, may require further City Council action or funding, or are major management projects that may take multiple years to implement. The management agenda is divided into top priorities and high priorities.

### 2020–2022 Top Priorities >>

(in alphabetical order):

- Bee Branch Creek Project: Next Steps
- City Racial Equity Toolkit: Implementation
- Community Cameras Program
- COVID-19 Response: Update Report and Next Steps
- Dubuque Riverfront Master Plan (US Army Corps of Engineers)
- Traffic Signal Synchronization/STREETS Program: Update Report, Direction
- Viking Cruise Destination Preparation: Direction, Actions, and Funding

### 2020–2022 High Priorities >>

(in alphabetical order):

- Dupaco Parking Agreement: Next Steps
- Emergency Services Youth Camp: Next Steps
- Grand River Center Future Operations: RFP, Direction, and Agreement
- Human Resource Policies and Handbook: Revision
- School Resource Officers: Direction and Funding
- Smart Mobility: Parking Structure Improvements, Technology Purchases, and Other Actions

# City of Dubuque Goals

## » 2025 «

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

#### Management in Progress ▼

- Federal Opportunity Zones: Direction and Next Steps; Advocacy
- Brownfield Grants
- Business Development at the Airport: University of Dubuque
- Opportunity Dubuque Job Training Program
- Industrial Park Development: Next Steps
- Air Service Expansion: City Actions and Funding for Guarantee
- Façade Loan Program: Future Funding

### Vibrant Community: Healthy and Safe

#### Management in Progress ▼

- Water and Resource Recovery Center (WRRRC): Certification of Environmental Laboratory for Analysis of Nutrients
- Computer-Aided Design (CAD) Connection to City Cameras Network
- Communication National Quality Assurance: FY '22 Budget Funding
- Humane Society Contract Renewal
- Police Department Re-Accreditation: Direction and Funding
- Crescent Community Health Center: Expansion for Behavioral Health
- P25 Radio System Implementation
- Fire Department Re-Accreditation: Completion
- Traffic Camera Installation
- Dispatcher Training Program
- Fire Station 6 Building Safety Concerns: Direction
- 9-1-1 Staffing Changes
- Lead Grant Application: Submittal
- Crime Prevention Program: Evaluation Report, Best Practices, Direction and City Actions
- Equitable Community Actions Plan: Outcomes, Report with Options, Direction and Action

#### Major Projects ▼

- Fire Headquarters and Stations ADA Compliance
- Crescent Community Health Center: Clinic
- Fire Station HVAC and Lighting Improvements: RFP and Funding
- Multicultural Family Center: Construction & Equipping



At this year's City Council goal setting, the Mayor and City Council made the decision to capitalize the word "ALL" in the City of Dubuque's vision statement:

Dubuque 2035 is a sustainable and resilient city, an inclusive and equitable community where ALL are welcome. Dubuque 2035 has preserved our Masterpiece on the Mississippi, has a strong, diverse economy and expanding connectivity. Our residents experience healthy living and active lifestyles; have choices of quality, affordable, livable neighborhoods; have an abundance of diverse, fun things to do; and are successfully and actively engaged in the community.

Although this change may seem small, Council had a robust discussion emphasizing that until black and brown individuals are welcomed and can succeed, we have not reached our vision. The priorities in this document will help to achieve this vision, and outcomes will be disaggregated by race to identify whether we are making a difference.

### Livable Neighborhoods and Housing: Great Place to Live

#### Management in Progress ▼

- Code Enforcement Accela Program: FY '22 Budget Funding
- Downtown Commercial Buildings Project
- CHANGE Program: Implementation
- Imagine Dubuque Implementation

#### Major Projects ▼

- Lowell Street Retaining Wall Repair: Funding & Construction
- Historic Millwork District Parking Lot and Signage



## Financially Responsible, High-Performance City Organization: Sustainable, Equitable, and Effective Service Delivery

### Management in Progress ▼

- Cartegraph Asset Management System Expansion
- Internal Process for Liquor License Approval
- Certified Financial Report Software Conversion
- Indirect Rate for Grants: FY '22 Budget Request
- Financial Management Software: Study and Draft RFP
- ADA Compliance Transition Report
- InVision Facility Management Software Implementation
- Mayor & City Council Appointment of New City Clerk
- Digital Signatures: Policy and Direction
- City Performance Measures: Implementation
- City Staff Work from Home Options: Direction and Actions
- Socrata Performance Dashboard Implementation: Next Steps
- 9-1-1 Communications Center: Re-Negotiation with Dubuque County
- Citywide Departmental Work Order System Implementation
- Centralized Facility Maintenance and Management "Department": Report, Direction, and Actions
- City Legislative Lobbying/Advocacy: 2021 Legislative Priorities

### Major Projects ▼

- City Hall Annex Windows Replacement: Funding FY'22



## Sustainable Environment: Preserving and Enhancing Natural Resources

### Management in Progress ▼

- Sanitary Sewer System Condition Assessment: FY '22 Budget
- Sewer Infrastructure Asset Management Plan: Consultant
- Lead and Copper Rule Compliance Water Sampling and Testing (Annual)
- Growing Sustainable Communities Conference: Expansion
- Public Education on Bikeable/Walkable Dubuque: Funding FY '22
- Flood Control System: Corps of Engineers Project Approval
- Fats, Oils, Greases (FOG) Program: Actions
  - a. WRRRC Environmental Coordinator: Hired
  - b. Program Revision: Align Enforcement and Ordinance
  - c. Marketing Strategy
- Pollinator Habitat in Park System: Research and Funding FY'22
- 50% by 2030 Community Climate Action & Resiliency Plan: Direction and City Actions
- Emerald Ash Borer Program
- Water and Resource Recovery Center: Nutrient Trading and Funding
- Landfill/Methane Gas: Implementation

### Major Projects ▼

- 17th/West Locust HUD Resiliency Storm Sewer Improvement Project
- Fire Hydrants Installation [former Vernon Water System]





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

### Management in Progress ▼

- My Brother's Keeper: College Access Work Group
- Welcoming and Connecting with New Residents Program: Implementation (GDDC)
- Civic Action Plan and Civic Leaders Program
- Race in the Heartland Support: Direction and Funding
- Grade Level Reading Strategy (AmeriCorps): Update Report, Direction and City Actions

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

### Management in Progress ▼

- E. B. Lyons Center Partnership Development: Agreement
- Library Marketing Campaign: Decision
- AmeriCorps Potential Expansion Area
- Changing Lives Through Literature Program
- Leisure Service Registration System: Purchase and Implementation

### Major Projects ▼

- Eagle Point Park Environmental Restoration Project
- Bunker Hill Golf Course Irrigation
- Comiskey Park Renovation
- English Ridge Subdivision Park: Funding, Planning, and Construction
- Veterans Memorial Plaza Dedication
- Grand River Center: Upgrade Projects
- Eagle Valley Subdivision Park: Funding, Planning, and Construction

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

### Management in Progress ▼

- WiFi in Fixed Route: Exploration and Funding FY '22
- Smart Tool for Integrated Parking Platform: Pilot Program and Funding FY '22
- Parking Ramps Structural Analysis
- Comprehensive Pavement Preservation
- WiFi in Intermodal and Intermodal Lobby: Implementation
- Public Transportation Customer App: Implementation
- Downtown Parking Ordinance: Major Revision
- Street Maintenance Program: Increased Funding
- Complete Streets Policy Implementation: Data Collection and Update Report
- Community Broadband Services Enhancements: Implement

### Major Projects ▼

- Highway 52 Repaving
  - a. Phase 1 - Central Ave (21st to 32nd) Pavement Rehab
  - b. Phase 2 - White Street (11th to 21st) Pavement Rehab
  - c. Phase 3 - White (9th to 11th), 11th (White to Elm) Pavement
  - d. Phase 4 - Central Ave (9th to 21st) Pavement Rehab
- Washington Street Improvements (7th to 9th): Completion, Funding FY '21 - Waiting on future development of buildings. Preliminary design complete.
- Four-Laning Southwest Arterial: Completion
- Chavenelle Road Rehabilitation
- Chavenelle Road Hike/Bike Trail
- Northwest Arterial Upgrade
- North Cascade Reconstruction
- Roundabouts: Funding

For City Council contact information, visit [www.cityofdubuque.org/citycouncil](http://www.cityofdubuque.org/citycouncil) or call 563.589.4100. COUN004-090420

## Recommended Operating Revenue Budget - Department Total

### 70 - CITY COUNCIL

Fund	Account	Account Title	FY19 Actual Revenue	FY20 Actual Revenue	FY21 Adopted Budget	FY22 Recomm'd Budget
100	53620	REIMBURSEMENTS-GENERAL	1,211	180	1,211	1,211
<b>53</b>	<b>MISCELLANEOUS</b>	<b>- Total</b>	<b>1,211</b>	<b>180</b>	<b>1,211</b>	<b>1,211</b>
<b>CITY COUNCIL</b>	<b>- Total</b>		<b>1,211</b>	<b>180</b>	<b>1,211</b>	<b>1,211</b>



## Recommended Operating Expenditure Budget - Department Total

### 70 - CITY COUNCIL

Fund	Account	Account Title	FY19 Actual Expense	FY20 Actual Expense	FY21 Adopted Budget	FY 22 Recomm'd Budget
100	61020	PART-TIME EMPLOYEES	75,600	72,443	76,892	76,920
100	61310	IPERS	6,165	5,879	7,259	7,259
100	61320	SOCIAL SECURITY	1,734	1,681	1,116	1,116
100	61415	WORKMENS' COMPENSATION	230	206	182	158
<b>61 - WAGES AND BENEFITS</b>			<b>83,729</b>	<b>80,207</b>	<b>85,449</b>	<b>85,453</b>
100	62010	OFFICE SUPPLIES	10	25	10	25
100	62050	OFFICE EQUIPMENT MAINT	272	392	277	400
100	62061	DP EQUIP. MAINT CONTRACTS	1,867	2,178	2,020	1,867
100	62090	PRINTING & BINDING	269	279	288	285
100	62130	LEGAL NOTICES & ADS	0	850	0	850
100	62190	DUES & MEMBERSHIPS	18,948	19,359	19,782	19,782
100	62208	GENERAL LIABILITY INSURAN	1,783	1,760	1,872	1,824
100	62310	TRAVEL-CONFERENCES	9,805	9,024	25,640	26,058
100	62320	TRAVEL-CITY BUSINESS	5,941	612	7,000	7,000
100	62340	MILEAGE/LOCAL TRANSP	76	50	79	79
100	62360	EDUCATION & TRAINING	140	814	3,500	3,500
100	62421	TELEPHONE	824	749	824	749
100	62424	RADIO/PAGER FEE	566	632	594	669
100	62667	DATA SERVICES	1,168	1,795	1,191	1,240
<b>62 - SUPPLIES AND SERVICES</b>			<b>41,669</b>	<b>38,518</b>	<b>63,077</b>	<b>64,328</b>
100	72418	TELEPHONE RELATED	0	14	0	350
<b>71 - EQUIPMENT</b>			<b>0</b>	<b>14</b>	<b>0</b>	<b>350</b>
<b>70 - CITY COUNCIL TOTAL</b>			<b>125,398</b>	<b>118,740</b>	<b>148,526</b>	<b>150,131</b>

# Recommended Expenditure Budget Report by Activity & Funding Source

## 70 - CITY COUNCIL

### LEGISLATION & POLICY - 70100

**FUNDING SOURCE: GENERAL**

Account	FY20 Actual Expense	FY21 Adopted Budget	FY22 Recomm'd Budget
EQUIPMENT	14	—	350
SUPPLIES AND SERVICES	38,518	63,077	64,328
WAGES AND BENEFITS	80,207	85,449	85,453
<b>LEGISLATION &amp; POLICY</b>	<b>118,740</b>	<b>148,526</b>	<b>150,131</b>
<b>CITY COUNCIL TOTAL \$</b>	<b>118,739.5 \$</b>	<b>148,526.00 \$</b>	<b>150,131.00</b>

**CITY OF DUBUQUE, IOWA**  
**DEPARTMENT DETAIL - PERSONNEL COMPLEMENT**

**70 CITY COUNCIL**

FD	JC	WP-GR	JOB CLASS	FY 2020		FY 2021		FY 2022	
				FTE	BUDGET	FTE	BUDGET	FTE	BUDGET
61020 Part Time Employee Expense									
100	175	NA-21	MAYOR	0.50	\$ 13,705	0.50	\$ 13,652	0.50	\$ 13,656
100	12	NA-20	COUNCIL MEMBER	3.00	\$ 63,486	3.00	\$ 63,240	3.00	\$ 63,264
TOTAL PART TIME EMPLOYEES				3.50	\$ 77,191	3.50	\$ 76,892	3.50	\$ 76,920
TOTAL CITY COUNCIL				3.50	\$ 77,191	3.50	\$ 76,892	3.50	\$ 76,920

**CITY OF DUBUQUE, IOWA  
ACTIVITY PERSONNEL COMPLEMENT SUMMARY**

ACCT	FD	JC	WP-GR	POSITION CLASS	FY 2020		FY 2021		FY 2022		
					FTE	BUDGET	FTE	BUDGET	FTE	BUDGET	
City Council-PT											
10070100	61020	100	175	NA-21	MAYOR	0.50	\$ 13,705	0.50	\$ 13,652	0.50	\$ 13,656
10070100	61020	100	12	NA-20	COUNCIL MEMBER	3.00	\$ 63,486	3.00	\$ 63,240	3.00	\$ 63,264
Total						3.50	\$ 77,191	3.50	\$ 76,892	3.50	\$ 76,920
TOTAL CITY COUNCIL						3.50	\$ 77,191	3.50	\$ 76,892	3.50	\$ 76,920

## **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:** Renew DBQ - A Low- to Moderate-Income Solar Pilot Project  
**SUMMARY:** City Manager recommending City Council approval of a pilot project called Renew DBQ, which focuses on increasing access to solar technology for low- to moderate-income (LMI) residents and requests approval to move forward with funding the pilot project. Sustainability Coordinator Gina Bell will make a presentation.

**SUGGESTED DISPOSITION:** Receive and File; Approve, Presentation Suggested Disposition:

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
Renew DBQ-MVM Memo	City Manager Memo
Staff Memo	Staff Memo
Program Information_Renew DBQ	Supporting Documentation
Cost Sheet_Renew DBQ	Supporting Documentation
Presentation	Supporting Documentation
Letter of Support from Resilient Community Advisory Commission	Supporting Documentation





**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Renew DBQ - A Low- to Moderate-Income Solar Pilot Project

**DATE:** June 1, 2021

Sustainability Coordinator Gina Bell recommends City Council approval of a pilot project called Renew DBQ, which focuses on increasing access to solar technology for low- to moderate-income (LMI) residents and requests approval to move forward with funding the pilot project.

This project includes the City's three-part approach to sustainability by offering a reduction in monthly bills for low-income residents, an economic multiplier effect and jobs for local installers and helps the City to reach its 50% by 2030 greenhouse gas reduction goals, achieving the triple bottom line.

The proposed pilot project will focus on installing solar panels on ten LMI homes in Dubuque. The City would work inter-departmentally as well as partner with outside entities including Carbon Solutions Group, the Dubuque County Energy District, and local solar installers to identify interested parties and execute solar projects on individual homes. The average size system would be ~5kW per household.

The pilot project request is \$40,710.49. The amount would cover the cost of Solar Renewable Energy Credits for a local, LMI program, while helping to meet the carbon reduction goals. It also includes vendor fees, administration fees and other program expenses, supplies, marketing materials, etc. The proposed funding source is the downtown urban renewal area non-profit weatherization fund, which currently has an FY20/21 uncommitted balance of \$110,968.50.

The City would partner with the Dubuque County Energy District to implement the program due to limited staff capacity in the City's Sustainability Office. A portion of the funding would go to the Dubuque County Energy District for this body of work.

The program will be restricted to the boundaries of the downtown urban renewal district because of the source of the funding.

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  
Cori Burbach, Assistant City Manager  
Gina Bell, Sustainability Coordinator

## MEMORANDUM

**TO:** Mike Van Milligen, City Manager

**FROM:** Gina Bell, Sustainability Coordinator

**SUBJECT:** Renew DBQ – A Low- to Moderate-Income Solar Pilot Project

**DATE:** May 31, 2021

### INTRODUCTION

This memorandum outlines a pilot project, Renew DBQ, which focuses on increasing access to solar technology for low- to moderate-income (LMI) residents and requests City Manager approval to move forward with funding the pilot project. This project addresses City Council's vision of a sustainable, equitable and resilient city.

### BACKGROUND

In June 2019, we began to explore a pilot project to help low-income families access solar technology. This project includes the City's three-part approach to sustainability by offering a reduction in monthly bills for low-income residents, an economic multiplier effect and jobs for local installers and helps the City to reach its 50% by 2030 greenhouse gas reduction goals, achieving the triple bottom line.

The proposed pilot project will focus on installing solar panels on ten LMI homes in Dubuque. The City would work inter-departmentally as well as partner with outside entities including Carbon Solutions Group, the Dubuque County Energy District, and local solar installers to identify interested parties and execute solar projects on individual homes. The average size system would be ~5kW per household.

The average LMI homeowner's energy burden in Iowa (the percentage of their income they spend on electricity) is 8-10%, which this project would address. The cost of the project to LMI households would be ~\$10,000 before tax credits and sale of energy credits. It is our intention that a 5kW solar installment would cost the homeowner ~\$2600 after program credits. The energy cost savings per household would be ~\$800-\$1000 annually, significantly reducing the energy burden in these homes while also increasing home values. As noted in the City's recent Equitable Poverty Prevention Plan, "Households experiencing severe cost burden have to face difficult trade-offs in meeting other basic needs."

Renew DBQ would also create a local Solar Renewable Energy Credit (SREC) market. SRECs are a tradable commodity that you obtain from owning a solar panel system and producing clean energy. Because of a state requirement known as the Renewable Portfolio Standard (RPS), many utilities must generate a certain percentage of their energy from renewable sources, typically at least 20 percent. Currently Iowa does not have a viable SREC market as the RPS does not specify that a certain percentage of the renewable energy produced must come from solar power. States with this type of “solar carve-out” are willing to pay significant amounts of money to take credit for the power generated by solar homeowners. This pilot project would create a market until they gain momentum in Iowa.

The City’s role in this project would be to cover the cost of the inflated SREC, which basically serves as a carbon offset, meeting our goal of environmental integrity, economic prosperity, and social and cultural vibrancy. This pilot project serves to eliminate the barrier to entry to solar technology for LMI families.

This type of local approach has not been implemented, in Dubuque or elsewhere. We are taking proactive steps, since our state does not have a carve out for solar, by creating a local SREC market to further the City’s climate action and equity goals. The City will own the SRECS, paying more for them than the current market value because they are both local and have an equity component (for LMI homes). It will be mutually an economic and a charitable decision; with City assistance to create a potential path out of poverty by reducing low-income households’ utility bills.

This project will also serve as another scalable model of sustainability and equity for other communities. Dubuque has long prided itself on creating a model of sustainability and the need to continue to address everyday climate challenges in an equitable way. Not only would this be a sustainable, equitable investment, this could offer the city recognition by creating a replicable model for municipalities everywhere to make solar technology affordable for all.

## **DISCUSSION**

The City’s investment could further garner benefits by a) retiring the SRECs and claim as solar energy to meet 50% by 2030 Goal or b) keep for speculative value as Iowa could move to create a market for SRECs. This investment for solar technology on 10 homes returns in value \$100,000 of economic activity with additional multipliers and offers a savings to low-income residents of \$385,000 over 25 years (the estimated useful life of the solar project).

This pilot project aligns with the vision, mission and goals of the City and City Council to be an equitable and sustainable community. It is also outlined in the Imagine Dubuque plan, in Chapter Four – Environmental Integrity which includes a recommendation to continue implementation of the Climate Action and Resiliency Plan and focus on clean air and energy. Solar panels are also in compliance with the Architectural Guidelines for historic properties and are generally compatible with historic districts, where many LMI residents reside. The project also addresses affordable housing, outlined as a determinant of poverty in the Equitable Poverty Prevention Plan.

The City would partner with the Dubuque County Energy District to implement the program due to limited staff capacity in the City's Sustainability Office. A portion of the funding would go to the DCED for this body of work.

We continue to explore partners that would be interested in offering extended financing arrangements or covering some of the upfront cost to keep the program affordable for low-to-moderate households. The Iowa solar tax credit was left to sunset in the 2021 Legislative session and the \$1500 tax credit played a role in making this project work. We are working with potential partners to secure outside funding to cover this cost.

### **BUDGET**

The pilot project request is \$40,710.49. The amount would cover the cost of SRECs for a local, LMI program, while helping to meet our carbon reduction goals. It also includes vendor fees, administration fees and other program expenses, supplies, marketing materials, etc. The proposed funding source is the downtown urban renewal area non-profit weatherization fund which currently has an FY20/21 uncommitted balance of \$110,968.50. We will work cross-departmentally to determine eligible homes located within the URA and could prioritize homes in which the City has already invested resources.

### **REQUESTED ACTION**

I respectfully request the City Council's approval to move forward with the pilot project using the downtown urban renewal area non-profit weatherization fund to begin this pilot project.

Enclosures: Program Information  
Cost Sheet

# RENEW DBQ

## PROGRAM INFORMATION

Renew DBQ is a pilot project to help families with low- to moderate-incomes (LMI) access solar technology. This project includes the City's three-part approach to sustainability by reducing monthly energy bills for residents with LMI, serves as an economic multiplier/job creator for local installers and helps the City to reach its 50% by 2030 greenhouse gas reduction goals, achieving the triple bottom line.

The project will install solar arrays on ten or more homes in Dubuque. Generally, households with LMI need assistance to overcome the initial up-front cost hurdle of going solar. Efforts to enable customers to benefit from solar must also consider a larger set of barriers, including policy, finance, and regulatory obstacles. The City would support overcoming these barriers and work inter-departmentally as well as partner with outside entities such as Carbon Solutions Group, the Dubuque County Energy District, and local solar installers to identify interested parties and execute solar projects on individual homes. The average size system would be ~5kW per household.

The average LMI homeowner's [energy burden](#) in Iowa (the percentage of their income they spend on electricity) is 8-10%, which this project would address. The cost of the project to households would be ~\$10,000 before tax credits and rebates. The intention is that a 5kW solar installment would cost the homeowner ~\$2600, after incentives and onetime payment for 15 years of solar renewable energy credits, and we would work with installers and partners willing to extend the financing arrangement. If grant funds were available, extended financing would not be an issue/grant funds could be used to offset the cost for the homeowner. The energy cost savings per household would be ~\$800 - \$1000+ annually, significantly reducing the energy burden for these households.

Renew DBQ would also create a local Solar Renewable Energy Credit (SREC) market. SRECs are a tradable commodity that you obtain from owning a solar panel system and producing clean energy. Because of a state requirement known as the Renewable Portfolio Standard (RPS), many utilities must generate a certain percentage of their energy from renewable sources, typically at least 20 percent. Currently Iowa does not have a viable SREC market as the RPS does not specify that a certain percentage of the renewable energy produced must come from solar power. States with this type of "solar carve-out" are willing to pay significant amounts of money to take credit for the power generated by solar homeowners. This pilot project would create a market until they gain momentum in Iowa. offering

The City's role in this project would be to cover the cost of the inflated SREC (as an upfront, onetime, cash payment to the homeowner, for fifteen years of SRECs), which basically serves as a carbon offset, meeting the City's goal of environmental integrity, economic prosperity, and social and cultural vibrancy. This pilot project serves to eliminate the barrier to entry to solar technology for families with low- to moderate-incomes.



This type of local approach has not been implemented, in Dubuque or elsewhere to our knowledge. We are taking proactive steps, since our state does not have a carve out for solar, by creating a local SREC market to further climate action and equity goals. The City will own the SRECS, paying more for them than the current market value because they are both local and will benefit LMI households. It will be both an economic and a charitable decision, with City assistance to create a potential path out of poverty by reducing utility bills and increasing property values. The program will also assist in engaging families with low- to moderate-incomes to be a part of the 50% by 2030 Community Climate Action and Resiliency Plan.

Dubuque has long prided itself on creating a model of sustainability and the need to continue to address everyday climate challenges in an equitable way. Not only would this project be a sustainable, equitable investment, it could offer the city recognition by creating a replicable model for municipalities everywhere to make solar technology affordable for all.

## PROJECT ELIGIBILITY

Households interested in the program will need to meet the following criteria:

- Home energy audit has occurred and a minimum of LED bulbs swap and low-flow water aerators and dampers on fan installations have occurred.
- Location is a suitable site for solar installation
  - Minimum 400 square feet roof/south facing or 600 square feet/east-west facing
  - 85% sun/shade reading
  - 100-amp service
- Low- to moderate-income based on 80% Area Median Income (AMI) (considering that the lowest income customers already have savings through utility assistance programs)

## 2021\* Income Limits

Household Size	80%
1	\$46,450
2	\$53,050
3	\$59,700
4	\$66,300
5	\$71,650
6	\$76,950
7	\$82,250
8	\$87,550

\*incomes adjusted annually

Additional priority considerations include:

- Frontline populations (those most impacted by climate change)
- Households with a higher-than-average energy burden and/or
- Homes owned by Black, Indigenous and other People of Color (BIPOC) residents

## HOW IT WORKS

Average System Size + Cost	Federal Tax Credit	State Tax Credit	SREC (City contribution/payment)	Upfront Cost to Homeowner	Cost After Program
5 kW-\$10,000	\$2,600*	\$1,500**	\$3285	\$10,000	\$2,615***

\*26% of cost of array

\*\*15% of cost of array (Currently seeking outside funder to cover this portion of project.)

\*\*\*dependent on tax burden and usage of tax credit

We will work cross-departmentally to determine certain homes in specific neighborhoods and could prioritize homes in which the City has already invested resources.

## PARTNERS

Various City Departments: Sustainability, Housing, Health, Human Rights, Legal, etc.  
Outside agencies: Carbon Solutions Group (for SREC), Dubuque County Energy District (program administration), Green Iowa AmeriCorps (home energy audits and weatherization), and local solar installers.

Carbon Solutions Group is a project development, environmental asset management and advisory firm. Carbon Solutions Group brings project finance specialization in environmental asset valuation, trading, and energy forecasting. Carbon Solutions Group's expertise lies in a deep understanding of global carbon and environmental trading markets. The comprehensive but balanced expertise commanded by our associates ranges from environmental consultants, business and policy analysts, multi-disciplined engineers, and financial traders. Our wide-ranging expertise enables Carbon Solutions Group to deliver innovative solutions with high-quality results.

Clean Energy Districts of Iowa create local jobs, retain, and grow wealth, and simultaneously reduce carbon emissions and air pollution. As a resident-driven movement, they also support building more informed, engaged, and inclusive communities. Founded in 2017, the Dubuque County Energy District was created by a group of volunteers to serve the residents of Dubuque County. They envision one hundred percent sustainable, efficient, and/or renewable energy by 2050, contributing to a vibrant economy, resilient community, and stable climate for generations to come. The DCED mission is to implement the vision through education, energy planning, market transformation, investment, advocacy, and partnership in Dubuque County, and to catalyze and support an energy district movement in Iowa and beyond. Energy Districts are grassroots non-profit organizations dedicated to promoting environmental stewardship and energy system sustainability.

Green Iowa AmeriCorps works to empower Iowa's communities and school districts to make more environmental, conservation-minded decisions and improvements by engaging our AmeriCorps members in direct service work, environmental education, professional development opportunities and volunteer engagement. The Energy and Community Team focuses on the three C's of weatherization: Cost, Comfort and

Conservation. BPI trained team members assess a home's efficiency, evaluate problem areas, and seek potential solutions.

## **CONSIDERATIONS**

- Federal tax credit drops to 22% in 2023
- Constantly changing landscape at both state and federal level.

## **DISCUSSION**

The City's investment could further garner benefits by a) retiring the SRECs and claim as solar energy to meet 50% by 2030 goal or b) keep for speculative value as Iowa moves to create a market for SRECs. This investment for solar technology on 10 homes returns in value \$100,000 of economic activity with additional multipliers and offers a savings to low-income residents of \$385,000 over 25 years (the estimated useful life of the solar project).

This pilot project aligns with the vision, mission and goals of the City and City Council to be an equitable and sustainable community. It is also outlined in the Imagine Dubuque plan, in Chapter Four – Environmental Integrity which includes a recommendation to continue implementation of the Community Climate Action and Resiliency Plan and focus on clean air and energy. Solar panels are also in compliance with the Architectural Guidelines for historic properties and are generally compatible with historic districts, where many LMI residents reside. The project would work in conjunction with the Equitable Poverty Prevention Plan the City recently adopted.

## **MEASUREMENTS OF SUCCESS**

- Reduce monthly utility bills for LMI homeowners by 30%
- Reduce energy burden for LMI homeowners by 6%
- % of Black, Marshallese and Latino homeowners participating
- Quantified wealth-building (home price increase with solar/\$saved/etc.)
- Reduce city-wide GHG emissions
- Annual performance of solar arrays

## **TENTATIVE WORK PLAN**

<b>Milestone Output</b>	<b>Successful Outcomes</b>	<b>Responsible Party</b>	<b>Due Date</b>
Outreach & Planning & First Step Energy Efficiency Audit & Initial site assessment	Create materials, meet with identified populations Provide first step home energy audits and direct installation of LED, low-flow fixtures, and fan dampers. Initial site assessments.	Energy District with support of Sustainability Office.  GIA/energy auditor  City Inspectors	Months 1 - 3
Identify interested income-eligible households	10+ low-income households are	City depts. + Energy District	Months 2-4

	interested in program participation		
Financing	Households have financing in place	City + Grantors/Financial Institutions + Installers (TBD)	Concurrent with site assessment, Months 3-6
Installation	Solar installed on 10 homes	Partner installers	Months 6-12
Reporting/Ongoing Data Collection	Interim and final report completed/annual data collection on performance	City/DCED	Project end or any outside funder deadlines

Dubuque County Energy District will serve as project administrator and assist with outreach, planning, identification of LMI households, education component and general program administration.

### **BUDGET IMPACT**

The total project cost is \$48,710.49 (\$40,710.49 from City for SREC support and supplies/outreach materials and \$8,000 service from Green Iowa AmeriCorps Energy and Community Team.)

The amount requested from City (\$40,710.49) would cover the cost of SRECs for a local, LMI solar program, while helping to meet our carbon reduction goals. It also includes administration fees and other program expenses, supplies, marketing materials, etc. It leverages the Green Iowa AmeriCorps team already working in the City. Additionally, grant funds could be used to lessen the financial burden on LMI households participating or be used to expand the program to include more households.

The suggested funding source is the Downtown Urban Renewal Area – nonprofit weatherization line item. \$40,710.49 of this funding is requested for this pilot project. The investment will offer a \$385,000 benefit to LMI households.

### **PRODUCE FIELD-BUILDING IMPACTS**

This project aligns with USDN's High Impact Practice of Community Installation of Renewable Electricity. This program would establish local incentives (e.g., SREC market/rebate) for on-site renewable energy. Ideally, program success would help to catalyze major new local investment after the initial installations. The project addresses equity issues as under-resourced communities face a disproportional share of societal burdens and lack access to many of the benefits the rest of the community enjoys, specifically participating in the solar economy. The program builds resilience, especially among vulnerable populations and creates a model which can be shared with other communities.

### **EQUITY**

This program will focus on partnering with our community members/organizations that already have built trust with priority populations. Community education will be a key component of the program while also addressing barriers to solar for LMI communities,

so they are able to increase community wealth and resiliency (both in terms of cost savings and reliable alternative energy source). This program will help to transfer control over energy decisions to LMI households. The structure of the program focuses on distributing resources and benefits to those with highest needs. Often, LMI households do not get a direct benefit to LMI solar programs because of reliance on tax credits, or projects do not benefit the community. This project will directly benefit LMI households, and they will receive the direct benefit. Of note, the tax credit may be spread out over years to receive full benefit. We will work with financial institutions to support loans to cover homeowner responsibility of costs which energy savings will pay. Additionally, we will continue to work with private funders to support this project.



Our Mission Blog Best States for Solar Infographics Get Solar Quotes E-book Solar Loans & Financing Solar Policy Guide Off-Grid Solar Solar FAQ Installers

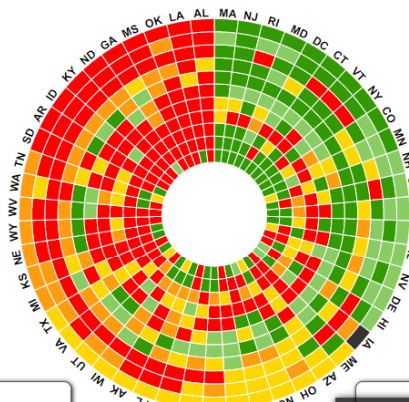
## 2019 State Solar Power Rankings Report

### How to read the report:

This chart ranks the 50 states and the District of Columbia, from best (green) to worst (red), based on their solar-friendliness. For example, Massachusetts receives the best score, while Alabama receives the worst.

The outermost ring (closest to each state label) shows the overall grades awarded the states. The inner rings represent factors contributing to the grades.

**Instructions:** Roll over or tap on any segment of the chart to populate the boxes below with the state's grades and 2019 solar outlook.



### Factors:

- 1) Overall Grade
- 2) Renewable Portfolio Standard (RPS)
- 3) Solar Carve Out
- 4) Electricity Price
- 5) Net Metering
- 6) Interconnection
- 7) Solar Rebates
- 8) State Solar Tax Credits
- 9) Performance Payments
- 10) Sales Tax Exemption
- 11) Property Tax Exemption

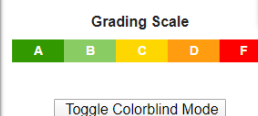
Iowa

2019 SOLAR REPORT CARD

Overall Grade: **C**

Policy	Incentives
<b>D</b> RPS Law	<b>F</b> Solar Rebates
<b>F</b> Solar Carve Out	<b>B</b> State Solar Tax Credits
<b>C</b> Electricity Price	<b>D</b> Performance Payments
<b>A</b> Net Metering	<b>A</b> Sales Tax Exemption
<b>B</b> Interconnection	<b>B</b> Property Tax Exemption

Avg. Payback: **11 Years**
IRR: **9.9%**



Iowa

Overall Grade: **C**

19th place

Trend: **▲ 2**

Iowa jumps two spots for 2019 after dropping four spots in 2018's rankings. Iowa just hasn't done anything to excite its stagnant solar marketplace. Sorry, Iowans! Maybe next year you'll see some interest in a real RPS law with a solar carve-out.

## BEST PRACTICES

While LMI solar projects are still relatively new, there are some general recommendations that need to be considered. Strong consumer protection benefits all solar customers, but it is especially important for LMI consumers. This project will minimize financial risk to LMI households. It will set up participants to be ready for future resiliency projects (i.e., battery storage as outlined in 50% by 2030 Plan). Considerations will be taken to help protect the consumers through programmatic safeguards to minimize the risk. The program will ensure there are clear avenues for consumers to report problems with the solar contractor and will require performance guarantees, warranties, and service statements. The program will work to increase the availability of financing so worthy solar projects can move forward. Education is key and we will ensure that it is easily accessible and understandable information so LMI households can make an informed decision.

## **SOLAR RENEWABLE ENERGY CREDITS ([SRECs](#)) EXPLAINED**

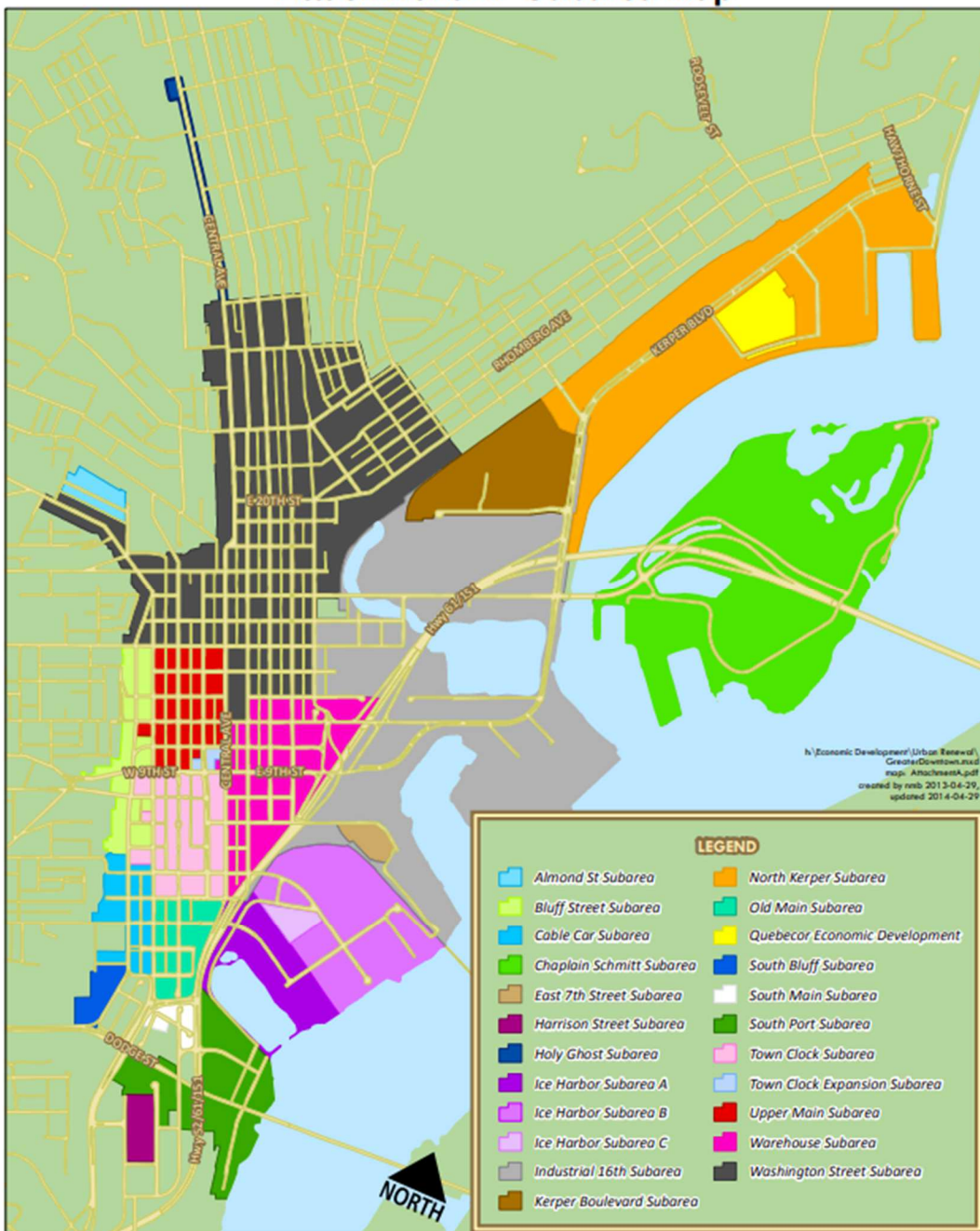
SRECs are a special kind of compensation for clean energy generation that are used as an incentive in some states. Each SREC is basically “proof of generation” for one megawatt-hour (MWh) of solar electricity, and they have value to utility companies, who must prove they are buying a certain amount of solar energy to meet state standards.

SRECs are typically sold in a marketplace through brokers that buy from energy producers (solar owners). Only a few states offer SREC markets, and most solar owners can only sell their SRECs for 5-10 years after installation. Iowa does not currently have a program.

The value of SRECs varies widely by state and is based on the penalties utility companies face if they do not comply with the requirements. Income from the sale of SRECs must be reported to the IRS as part of a seller’s annual income.




# Greater Downtown Urban Renewal District Attachment A: Subarea Map



				Year	Solar Prod	\$/kWh	Annual Savings
Average System Size (Watts DC)	5,000			1	6,300	\$ 0.145	\$ 914
Estimated System Cost	\$ 10,000			2	6,269	\$ 0.149	\$ 936
Estimated Annual kWh	6,300			3	6,237	\$ 0.154	\$ 959
Estimated SRECs over 15 years	91.26			4	6,206	\$ 0.158	\$ 983
SREC Price	\$ 40.00			5	6,175	\$ 0.163	\$ 1,008
Total Value of SREC Contract	\$ 3,650.52			6	6,144	\$ 0.168	\$ 1,033
Carbon Solutions Vendor Fee	(\$365.05)			7	6,113	\$ 0.173	\$ 1,058
				8	6,083	\$ 0.178	\$ 1,085
<b>End User Benefits</b>				9	6,052	\$ 0.184	\$ 1,112
Federal Tax Credit	\$ 2,600			10	6,022	\$ 0.189	\$ 1,139
State Tax Credit/Grant from private funder	\$ 1,500			11	5,992	\$ 0.195	\$ 1,168
SREC Contract (after CSG fee)	\$ 3,285			12	5,962	\$ 0.201	\$ 1,197
Estimated 25 Year Utility Savings	\$ 31,143			13	5,932	\$ 0.207	\$ 1,226
<b>Total</b>	<b>\$ 38,528.0</b>			14	5,903	\$ 0.213	\$ 1,257
				15	5,873	\$ 0.219	\$ 1,288
				16	5,844	\$ 0.226	\$ 1,320
				17	5,814	\$ 0.233	\$ 1,353
Total Budget	\$ 40,710.49			18	5,785	\$ 0.240	\$ 1,387
Program Administrator	\$ 4,205.25			19	5,756	\$ 0.247	\$ 1,421
Total Number of Projects	10			20	5,728	\$ 0.254	\$ 1,456
Total Solar Capacity Installed (kW)	50			21	5,699	\$ 0.262	\$ 1,493
Total Value of Solar projects Installed	\$ 100,000			22	5,671	\$ 0.270	\$ 1,530
Total Estimated CO2e Reduction (Tons)	1,150			23	5,642	\$ 0.278	\$ 1,568
Total Benefit to Low Income Households	\$ 385,280			24	5,614	\$ 0.286	\$ 1,607
				25	5,586	\$ 0.295	\$ 1,646
				Total	148,402		\$ 31,142.57





Low- to Moderate-  
Income Solar Pilot  
Project

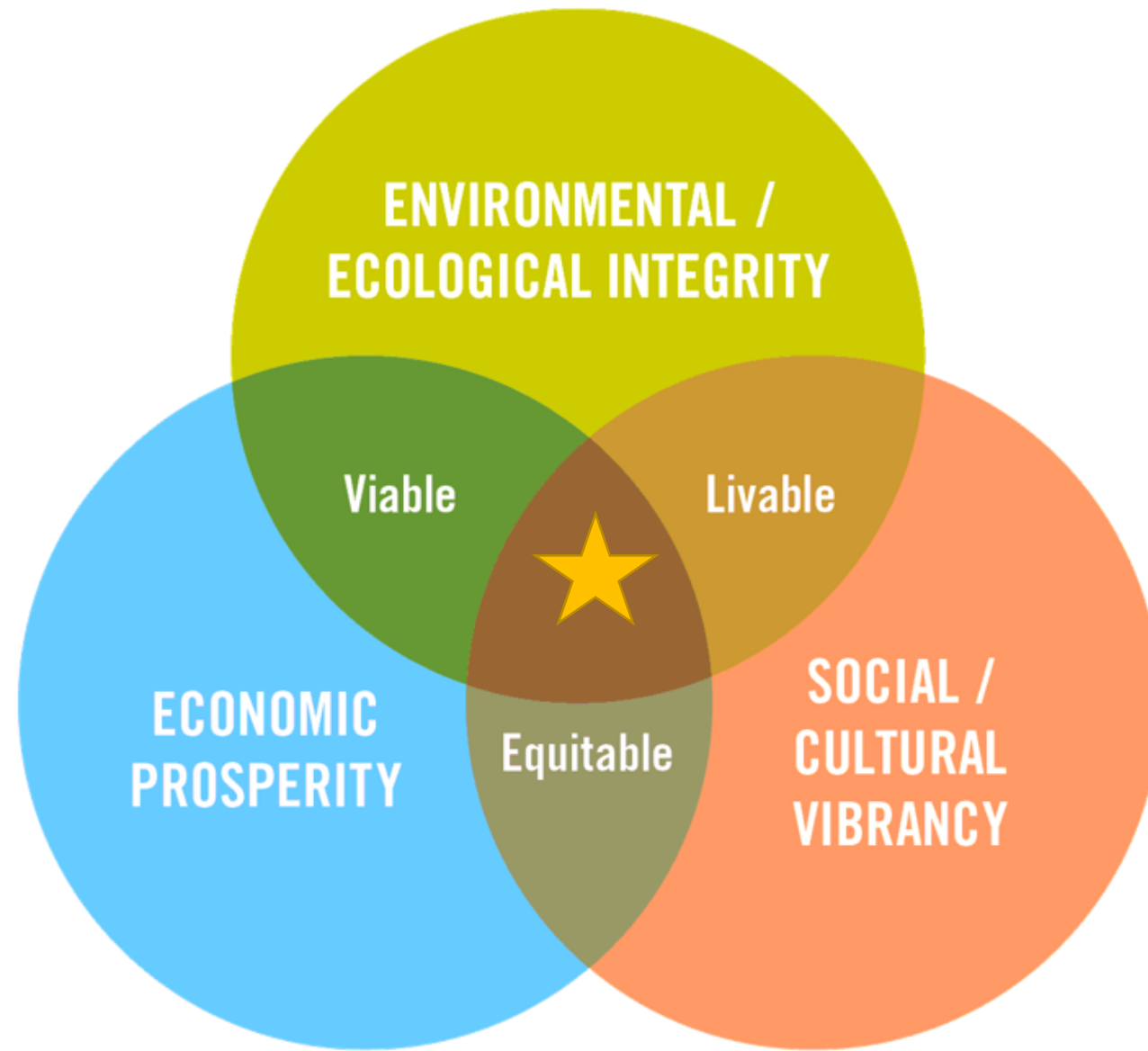
Renew DBQ



# CLEAN, EFFICIENT, AFFORDABLE — energy as a tool for impact

- Economic development and job creation
  - Statewide, the number of clean energy jobs already outpaces the number of fossil fuel jobs
  - Projects that move the needle on carbon reduction attract established companies, investors and entrepreneurs to the city
- Alleviating poverty
  - Reducing the energy burden for Dubuquers means homes that are safe, warm, healthy, and affordable for the long term
- Improving public health
  - In places we live and work, clean and efficient energy is a vehicle for improving the health of our communities
- Reducing greenhouse gas emissions
  - The City needs to take action to meet our 50% by 2030 reduction goal.







An aerial photograph of a solar farm at sunset. The solar panels are arranged in neat rows, reflecting the golden light of the setting sun. In the background, a town is visible on a hillside, and a body of water is on the right. The sky is a mix of orange, yellow, and blue.

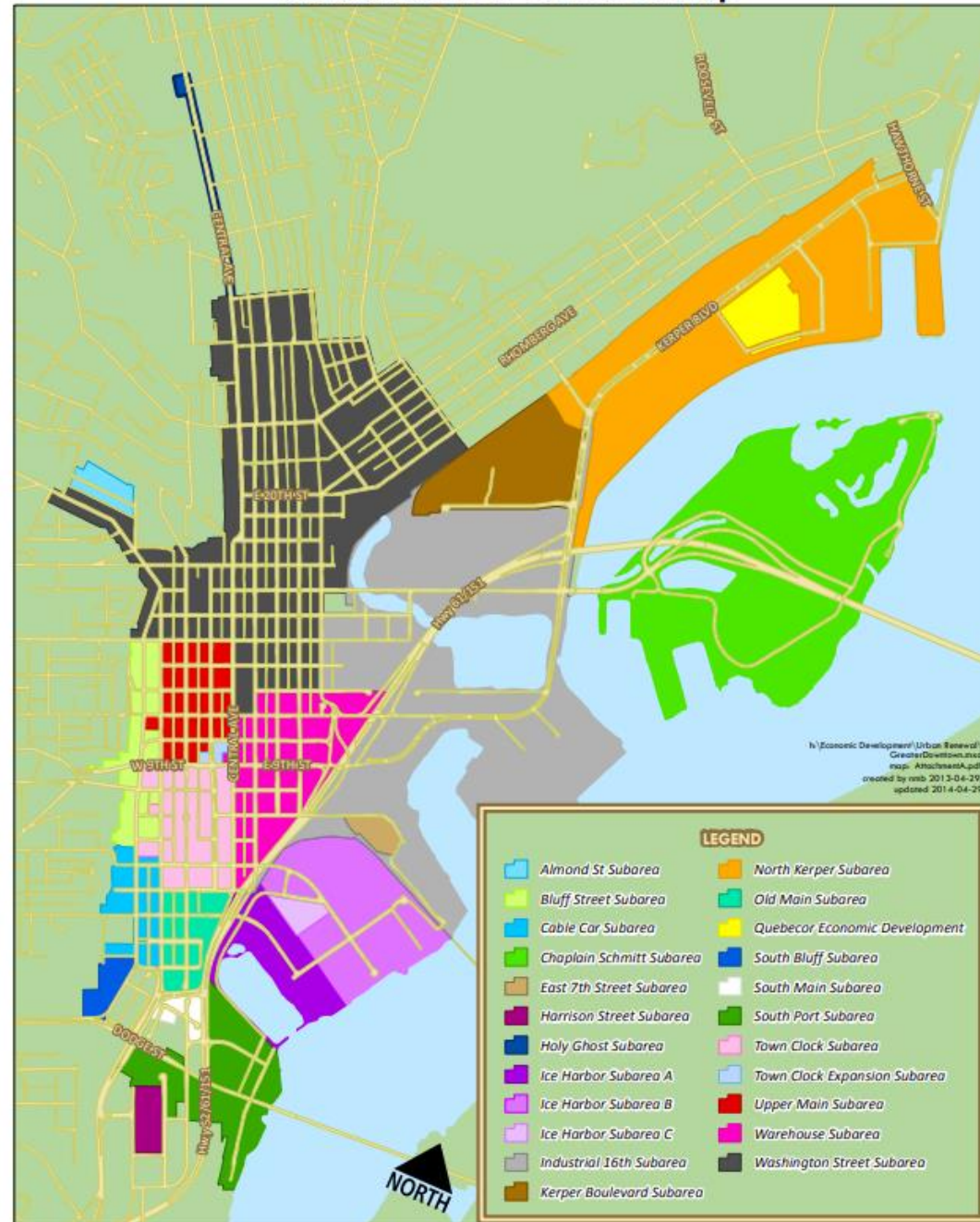
# Pilot Details

- 10 Low- to Moderate-Income (LMI) homes in the downtown Urban Renewal Area (URA) purchase solar array with low upfront cost
- City purchases Solar Renewable Energy Credits (SREC) to meet our 50% by 2030 Climate Action Plan goal
- ~5kW system per home & Savings start the first year
- Makes solar technology accessible to residents generally not able to access renewable energy benefits



# Greater Downtown Urban Renewal District

## Attachment A: Subarea Map



# HOW IT WORKS

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Average System Size and Cost	Federal Tax Credit	Grant/State Tax Credit	SREC (City Contribution)	Cost to Program Participant
5kW \$10,000	\$2600	\$1500	\$3285	\$2615

Mayor Roy D Buol, City of Dubuque  
50 W. 13<sup>th</sup> Street  
Dubuque, IA 52001

June 24, 2021

Honorable Mayor Buol,

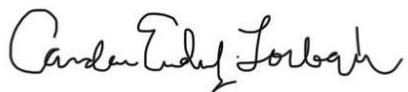
The Resilient Community Advisory Commission (RCAC) submits this letter in support of the Renew DBQ Solar Pilot Project.

At their June 3, 2021 regular meeting, the RCAC received a presentation by Gina Bell, City Sustainability Office, regarding the pilot project details and potential funding. During the weeks following, the Commission requested additional information and asked questions. At the June 23, 2021 regular meeting, the RCAC voted to support this project.

This pilot project aligns with the RCAC's priority of improving Economic Resiliency Through Combatting Poverty and Increasing Social Capital. It also will help the City meet the 50% by 2030 emissions reduction goal and is a project which exemplifies the "triple bottom line" – our model for sustainability work – economic prosperity, social and cultural vibrancy and ecological integrity. Helping low- to moderate-income households access solar technology and reduce their energy burden will help us build a resilient community.

The RCAC, by a unanimous vote, advocates that the City Council approve moving forward with the Renew DBQ pilot project.

Sincerely,

A handwritten signature in black ink, reading "Candace Eudaley Loebach". The signature is fluid and cursive, with the first name "Candace" being the most prominent.

Candace Eudaley Loebach  
Resilient Community Advisory Commission Chair

## City of Dubuque City Council Meeting

### Action Items # 3.

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**ITEM TITLE:** Community Development Block Grant (CDBG) Contracts for Public Services

**SUMMARY:** City Manager recommending City Council approval of the Community Development Block Grant (CDBG) Agreements with the following organizations:

- Dubuque Community YMCA/YWCA Domestic Violence Shelter (\$117,000)
- Dubuque Rescue Mission (\$80,000)
- Opening Doors – Maria House (\$53,000)

**RESOLUTION** Authorizing Execution of FY21/PY20 Homeless Shelter Rehabilitation Agreements

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

**ATTACHMENTS:**

Description	Type
CDBG Contracts for Public Facilities-MVM Memo	City Manager Memo
CDBG Public Facilities Staff Memo	Staff Memo
CDBG Public Facilities Resolution	Resolutions
Dubuque Y Public Facility Improvement Agreement	Supporting Documentation
Dubuque Rescue Mission Public Facility Improvement Agreement	Supporting Documentation
Opening Doors Public Facility Improvement Agreement	Supporting Documentation



**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** CDBG Contracts for Public Services

**DATE:** June 30, 2021

The attached memorandum transmits the agreements for Public Facilities improvements using CDBG funds from Fiscal Year 2021/Program Year 2020 allocation.

The Fiscal Year 2021/Program Year 2020 Community Development Block Grant Annual Action Plan Amendment #2 budget provides \$350,000 for Homeless Shelter Rehabilitation.

The City received three applications for shelter rehabilitation. The Community Development Advisory Commission (CDAC) members met to review applications and unanimously recommended funding all three requests on March 17, 2021.

The CDAC recommends funding for the following organizations:

- Dubuque Community YMCA/YWCA Domestic Violence Shelter (\$117,000)
- Dubuque Rescue Mission (\$80,000)
- Opening Doors – Maria House (\$53,000)

The remaining \$100,000 budgeted is available to assist other shelters in Dubuque. Several shelters have been in contact with City Staff with renovation and expansion needs.

Housing and Community Development Director Alexis Steger recommends City Council approval of the CDBG Agreements with the recommended organizations and authorize the Mayor to execute the contracts on behalf of the City.

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  
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: CDBG Contracts for Public Services

DATE: June 29, 2021

### **Introduction**

The attached memorandum transmits the agreements for Public Facilities improvements using CDBG funds from Fiscal Year 21/Program Year 20 allocation.

### **Background**

The Fiscal Year 21/Program Year 20 Community Development Block Grant Annual Action Plan Amendment #2 budget provides \$350,000 for Homeless Shelter Rehabilitation.

The City received three applications for shelter rehabilitation. The Community Development Advisory Commission (CDAC) members met to review applications and unanimously recommended funding all three requests on March 17, 2021.

### **Discussion**

The CDAC recommends funding for the following organizations:

- Dubuque Community YMCA/YWCA Domestic Violence Shelter (\$117,000)
- Dubuque Rescue Mission (\$80,000)
- Opening Doors – Maria House (\$53,000)

The remaining \$100,000 budgeted is available to assist other shelters in Dubuque. Several shelters have been in contact with City Staff with renovation and expansion needs.

### **Recommendation**

I respectfully request the City Council approve the attached CDBG Agreements with the recommended organizations and authorize the Mayor to execute the contract on behalf of the City.

Prepared by: Maddy Haverland, Community Development Specialist

**RESOLUTION NO. \_\_\_\_-2021**

**RESOLUTION AUTHORIZING EXECUTION OF FY21/PY20 HOMELESS SHELTER  
REHABILITATION AGREEMENTS.**

Whereas, the following organizations prepared and submitted requests to provide funding for homeless shelter rehabilitation needs in the City of Dubuque:

- Dubuque YMCA/YWCA
- Dubuque Rescue Mission
- Opening Doors – Maria House; and

Whereas, the City Council approved the CDBG Fiscal Year 2021/Program Year 2020 Amendment #2 budget that included Homeless Shelter Rehabilitation allocation; and

Whereas, the submissions have been approved by the Community Development Advisory Commission on March 17<sup>th</sup>, 2021; and

Whereas, all services provided will be to a minimum of 51% low/moderate income residents.

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

Section 1. That the Funding Approval/Agreements, authorized by the Community Development Advisory Commission beginning July 7, 2021 for contracts to the aforementioned organizations be approved.

Section 2. That the Mayor of the City of Dubuque is hereby authorized and directed to execute said Agreement and related documents on behalf of the City of Dubuque, Iowa.

Passed, approved, and adopted this 6th day of July 2021.

Attest

\_\_\_\_\_  
Roy D. Buol, Mayor

\_\_\_\_\_  
Adrienne Breitfelder, City Clerk

**SUBRECIPIENT AGREEMENT BETWEEN  
THE CITY OF DUBUQUE  
AND  
DUBUQUE YMCA/YWCA DOMESTIC VIOLENCE SHELTER**

THIS SUBRECIPIENT AGREEMENT is entered into by and between the City of Dubuque (herein called the "City") and Dubuque YMCA/YWCA Domestic Violence Shelter (herein called the "Subrecipient"), effective upon the date last signed below.

WHEREAS, the City has applied for and received Community Development Block Grant (CDBG) funds from the United States Government through the Department of Housing and Urban Development under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 and has received approval of activities under Federal Award Identifier Number B-20-MC-19-0002 which was awarded to the City on 4/26/2021 for the purpose of meeting carrying out activities compliant with CDBG's National Objectives; and

WHEREAS, the City wishes to engage Subrecipient to assist the City in utilizing such CDBG funds to assist Subrecipient with rehabilitation of a public facility,

WHEREAS, both the City and the Subrecipient desire to make a written agreement with respect to said funds and the implementation of the project to which they pertain; and

WHEREAS, both the City and the Subrecipient certify that the activity will meet the CDBG National Objective of benefit to low- and moderate-income persons,

NOW, THEREFORE, in consideration of the mutual promises of the parties, it is agreed as follows:

**A. STATEMENT OF WORK**

1. Activities

The Subrecipient will be responsible for administering a CDBG Year 20 Public Facility Rehabilitation Project, detailed in Exhibit A, in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. The scope of activities to be rendered by the Subrecipient as a condition of receiving funds for the Project/Activity pursuant to this Contract is attached as Exhibit A hereto and made a part of this Contract.

2. National Objectives

The Subrecipient will carry out the activities funded under this Agreement that meet the CDBG program's National Objective of:

- ☒ **Assisting low and moderate-income persons, said income guidelines found in Exhibit B**
- ☐ Aid in the prevention or elimination of slums or blight
- ☐ Meet community development needs having a particular urgency, as defined in 24 CFR 570.208.
- ☐ Other (Explain) \_\_\_\_\_

### 3. Project Budget

The City agrees, subject to the terms and conditions of this Agreement, to compensate the Subrecipient for the Statement of Work outlined in Exhibit A, not to exceed \$117,000.00.

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

### 4. Reallocations

The Subrecipient may reallocate up to ten percent (10%) of the total grant amount received to an eligible activity cost. Such reallocation will be referred to as a revision. The Subrecipient must, prior to the drawdown reflecting the change, contact the City to discuss the reallocation. Any change that results in a cumulative reallocation of ten percent (10%) or more of the total grant, any inclusion of a new activity, deletion of an approved activity, any change in the implementation schedule, or any change in grant terms will require an amendment and prior City approval per Section E (7) of this Agreement. Such reallocation will be referred to as an amendment. Requests for revisions or amendments are due no later than March 31 of the program year. Budget revisions or amendments requested during the final ninety (90) days of the agreement period will be approved by the City only if it determines that the revisions are necessary to complete project activities.

### 5. Retainage

Five percent (5%) of the total grant amount may be retained from payment until such report of audit referenced in Section B (7) of this Agreement, has been provided to, and accepted by the City. No audit fees will be reimbursed by the City.

### 6. Term and Time of Performance

Services of the Subrecipient shall start on July 1, 2021 and end on June 30, 2022. All the required activities and services, except for audit, will be completed by or before this date. The City may grant extensions at its sole discretion. Only a valid written Amendment to the Agreement shall alter this completion date. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income.

#### 7. Performance Measures and Monitoring

In compliance with the Department of Housing & Urban Development's Outcome Performance measurement system (24CFR 91.220(e))

The City will monitor the performance of the Subrecipient against goals and required performance standards. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period after being notified by the City, agreement suspension or termination procedures will be initiated.

#### 8. On Site Monitoring

The Subrecipient shall be subject to site visits, desktop monitoring, or other methods of monitoring as deemed necessary by personnel of the City, or a designee of the City or duly authorized officials of federal government, for the purpose of monitoring the Subrecipient's delivery of services and compliance with terms of the agreement and federal standards that pertain to federally funded grant activities. Review may include but are not limited to: agency and program policies, procedures, standards, handbooks and operational documents; accounting books and records for financial management and documentation of program costs such as time sheets and mileage logs; verification records of the persons to participate or benefit from grant funded activities; documentation of report data and other program progress; and records demonstrating procurement procedures and property management. The reviewers will have access to and the right to examine, audit, duplicate, excerpt and/or transcribe any of the Subrecipient's records pertaining to all matters covered by this Agreement. The Subrecipient shall be subject to subsequent site visits to review correction of any deficiencies.

### **B. RECORDS AND REPORTS**

#### 1. Maintenance



The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 and by the City that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities, individuals, or households;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program, such as
- f) Financial records as required by 24 CFR Part 570.502, and 24 CFR 84.21-28;
- g) Other records necessary to document compliance with Subpart K of 24 CFR 570;
- h) A list of current board members, calendar of upcoming board meetings and minutes of all board meetings; and
- i) Equity metrics on race, income, and head of household.

## 2. Retention

The Subrecipient agrees to keep the records required by this Agreement. The Subrecipient shall retain all records for a period of five (5) years. The retention period begins on the date of submission of the City's annual performance and evaluation report to HUD in which activities assisted under this agreement are reported for the final time. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Properties retained shall continue to meet eligibility criteria and shall conform with the "reversion of assets" restrictions specified in Section G of this Agreement. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

The list of current board members and minutes of all board meetings will be kept on file and maintained at the Subrecipient's main business office as public records. The minutes and board member list shall be available for the public to view during the Subrecipient's normal working hours. Copies may be provided according to the Subrecipient's policy.

3. Client Data. Subrecipient shall maintain Client Data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, income level or other basis for determining eligibility, and description of service provided, racial and ethnic data and single head-of-household data, and any other records pertaining to CDBG funds as required by 2 CFR Part 200. In addition, data will be retained for affordability and income targeting for each household. Such information shall be made available to City monitors or their designees for review upon request.
4. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the city's or Subrecipient's responsibilities with respect to services provided under this contract may be prohibited by federal or state law unless written consent is obtained from such person receiving service and in the case of a minor, that of a responsible parent/guardian.
5. Reporting Procedures  
The Subrecipient will submit quarterly reports to the City detailing its activities related to the use of City funds including a performance report and a financial report outlining the use of City funds and shall be submitted no later than the fifteenth (15<sup>th</sup>) day of October, January, April, and July and a final performance report by July 31<sup>st</sup>, in such forms as the City requires. In the event a due date for a report falls on a weekend or holiday, the report will be due the next business day. The Subrecipient shall provide information upon request for preparation of the Consolidated Plan, the CAPER, and any other reports or plans required by the City or HUD.
6. Close-out  
The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.
7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, its designees or the federal government, at any time during normal business hours, as often as the City or federal government deems necessary to audit, examine, and duplicate or make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within timeframe stipulated by the City. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Subrecipient hereby agrees to have an annual agency audit conducted by a certified accountant according to Generally Accepted Government Auditing Standards. Agencies that had total expenses less than \$150,000 on the audit for the most recently audited fiscal year and had no deficiencies or findings on that audit or subsequent monitoring visits may be eligible to submit an audit every other year subject to written approval from the City. This written approval, if granted, will be included in Exhibit E. Additionally, if the agency meets the thresholds established in 2 CFR Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Subpart F the audit will be performed as a Single Audit. The subrecipient agrees to follow any other audit procedures as established by the City. The completed audit, audited financial statements, schedule of findings, all related reports, the management letter from the auditor to the Subrecipient, and the Subrecipient's response(s) to the auditor (if required by the audit) must be provided to the City within six (6) months of the Subrecipient's fiscal year-end. No audit fees will be reimbursed under this CDBG agreement by the City.

## 8. Payment

### a. Maximum Amount and Drawdowns

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed the amount stipulated in Section 3 of this Agreement. Drawdowns for the payment of eligible expenses are reimbursement only and shall be made in accordance with any City policy concerning payments.

### b. Financial Management System Certification

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The entire amount of allowable grant expenses (including those to be paid with program income) shall be supported by source documentation (e.g., invoices, time sheets, receipts, etc.). The City reserves the right to request any additional documentation, as it deems necessary.

c. Reimbursement Schedule

The Subrecipient may requisition a reimbursement of expenses. Such reimbursement requests must include proof of payment of the requested expense. Request for salary reimbursement must be within 30 days from end of pay period. Other requests dated within 60 days from date of service/purchase will be accepted. Final request must be submitted by June 15, 2022.

C. **PROGRAM INCOME**

The Subrecipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds. The documentation, reporting and use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR Part 200 for activities permitted under this agreement. Requests for funds shall be reduced by the amount of any such program income balances on hand. Any program income on hand when this Agreement expires, or received after this Agreement's expiration, shall, at the City's discretion, be returned to the City or used by the Subrecipient for eligible activities as identified in an agreement that becomes effective upon expiration of this Agreement. Any interest earned from funds held in a revolving fund account is not program income and shall be remitted to the City which will, in turn, remit it to HUD.

D. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable. These principles shall be applied for all costs incurred.

3. Procurement

The Subrecipient shall have its own procurement policies and procedures. Said policies shall meet the requirements of 2 CFR Part 200 Subpart D Procurement Standards. The Subrecipient shall follow Management Standards as modified by 24 CFR 570.502(b) (3) (vi), covering use and disposition of property.

4. Copyright

If this Agreement results in any copyrightable material or inventions, the City and/or federal government reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work or materials for government purposes.

**E. OTHER PROGRAM REQUIREMENTS**

1. General Compliance

The Subrecipient agrees to comply with the requirements of 24 CFR 570. The Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing its operations and the funds provided under this Agreement. The Subrecipient agrees to remain current on all applicable taxes, assessments and other governmental charges and to maintain all Subrecipient owned property(ies) in compliance with all applicable City Codes. The Subrecipient further agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.

2. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Except for the benefits and stipulated amounts indicated under this Agreement, the City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent contractor.

The Subrecipient shall be responsible for hiring all program personnel. All such personnel shall be considered to be employees of the Subrecipient.

3. Hold Harmless and Indemnification

The Subrecipient, its agents and any assignees shall agree to hold harmless and indemnify the City and its agents, officials and employees against all suits, claims, damages, and losses, including attorney fees that may be based on any injury to person or property due to negligent acts, errors or omissions of the Subrecipient.

4. Worker's Compensation

The Subrecipient shall provide Worker's Compensation Insurance coverage per Iowa State Code, Chapter 85.

5. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or physical damage.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48 and any applicable state and local requirements for insurance and bonding. Subrecipient shall meet the strictest standard for bonding and insurance coverage.

6. City Recognition

The Subrecipient shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities, and items used pursuant to this Agreement shall be prominently labeled as to funding source. In the event that a program funded through CDBG is described in literature, newspaper articles, TV reports and other public medium, the Subrecipient must give credit to the City and the CDBG program.

7. Amendments

The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by a duly authorized representative of both organizations. The deadline for amendments in any program year is March 31, unless extended at the sole discretion of the City in extraordinary circumstances. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Subrecipient.

**8. RELOCATION, PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the



requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Recipient ordinances, resolutions and policies concerning the displacement of persons from their residences.

#### 9. Federal, State, and Local Law Applicability

By virtue of the federal funding provided for under this agreement, the parties hereto shall be bound by and adhere to all applicable federal, state, and local laws, rules, policies, orders and directions, including by way of specification but not limited to the following:

- Title VI of the Civil Rights Act of 1964, as amended;
- The Fair Housing Act – Title VIII of the Civil Rights Act of 1968, as amended;
- Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended (;
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended;
- Section 504 of the Rehabilitation Act of 1973,
- The Americans with Disabilities Act of 1990, as amended;
- Section 3 of the Housing & Community Development Act of 1968 (12 U.S.C. 1701u);
- The Age Discrimination Act of 1975, as amended;
- Executive Order 11063, as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Executive Order 11246 (as amended by Executive Orders 11375 and 12086) – Equal Opportunity Under HUD contracts and HUD-assisted construction Contracts;
- Age Discrimination in Employment Act of 1967, as amended.
- Chapter 216 of the Iowa Civil Rights Act of 1965, as amended
- The Equal Pay Act of 1963, as amended.
- The Civil Rights Act of 1991, as amended
- Davis-Bacon Act, as amended, where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended;
- Contract Work Hours and Safety Standards Act;
- Copeland Anti-Kickback Act;
- CARES Act of 2020;
- Iowa Civil Rights Act of 1965, as amended;
- Dubuque Civil Rights Ordinance, City of Dubuque Code of Ordinances, Title 8, and.
- Others as applicable

and shall include compliance with these provisions in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subcontractors.

10. Nondiscrimination

No person shall be excluded from or denied the benefits of Subrecipient's service or programs or be denied employment on the basis of race, color, religion, creed, sex, sexual orientation, gender identity, national origin, ancestry, age, mental or physical disability, marital status or familial status. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination and state that it is an Equal Opportunity or Affirmative Action employer.

11. W/MBE

The Subrecipient will use its best efforts to afford minority – and women-owned business enterprises (at least fifty-one (51) percent owned and controlled by minority group member or women) the maximum practicable opportunity to participate in the performance of this Agreement.

12. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Recipient and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

13. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due from the subrecipient from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City. No real property acquired, improved or otherwise invested in with CDBG funds, including loan portfolios attributable to the use of CDBG funds, may be assigned, transferred or sold without the prior written consent of the City thereto.

#### 14. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 and 2 CFR Part 200 with respect to conflicts of interest. Requests for exceptions, as permitted by federal regulations, must be made in the manner prescribed by the City.

#### 15. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

#### 16. Lobbying

The Subrecipient hereby certifies that:

- a. No federal funds appropriated under this agreement have been paid or will be paid, by or on behalf of it, 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;
- d. 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.C. 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 such failure.

17. Restrictions

The Subrecipient is prohibited from using CDBG funds or personnel employed in the administration of the program for political purposes, or to engage in other partisan political activities, sectarian, or religious activities or nepotism activities.

18. Environmental Standards

24 CFR Part 58; 24 CFR 570.604; and Section 104(g) HCD

The Subrecipient agrees to comply with the policies of the National Environmental Policy Act of 1969. The purpose of this Act is to attain the widest use of the environment without degradation, risk to health or safety or other undesirable and unintended consequences.

19. Air, Water and Solid Waste

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The Clean Air Act, 42 U.S.C. 7401, et seq., as amended.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et seq., and 21 U.S.C. 349) as amended;
- 42, U.S.C. 6901 et seq., as amended.

20. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes, including rehabilitation.

#### **21. Lead-Based Paint**

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven (7). The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

#### **22. Historic Preservation**

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended and the procedures set forth by the Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a federal, state, or local historic property list.

### **F. REMEDIES FOR NON-COMPLIANCE AND TERMINATION**

#### **1. Remedies for Noncompliance**

If the City at any time determines the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referred to herein, the City may use any or all of the remedies allowed under 2 CFR Part 200.338 and 200.339 to ensure compliance. The City may also impose additional specific award conditions as needed at any time to ensure compliance in accordance with 2 CFR Part 200.207. Possible remedies include:

a. Warning

Issuance of a written warning citing the violation that has occurred, and a deadline when the violation must be remedied if it is still occurring.

b. Withholding Payment

Withholding of funds by the City until the Subrecipient is found to be in compliance by the City.

c. Grant Adjustment

Adjustment in the payment method or reduction of the grant to the Subrecipient when there is noncompliance and the violation cited has not been remedied as specified.

d. Reimbursement

Reimbursement by the Subrecipient with non-CDBG funds for CDBG funds which have not been spent in accordance with this Agreement.

e. Termination

Termination of funds in whole or in part by the City if the Subrecipient materially fails to comply with any term or condition of this Agreement or with any of the rules, regulations or provisions referred to herein, or for cause as allowed in 2 CFR Part 200.339. In the event of termination of this award, in accordance with 2 CFR Part 200.340(c), the information required under the Federal Funding Accountability and Transparency Act (FFATA) must be provided to the Federal Web site established to fulfill the requirements of FFATA, and update or notification must be provided to any other relevant governmentwide systems or entities of any indications of poor performance as required by 41 U.S.C. 417b and 31 U.S.C. 3321 and implementing guidance at 2 CFR Part 77. Additionally, the requirements for Suspension and Debarment at 2 CFR Part 180 may apply.

f. Nonparticipation

Prohibition of the Subrecipient from future participation in the CDBG program if the Subrecipient has not complied with the action administered by the City.

g. Termination for Convenience



This Agreement may be terminated in whole or in part by either party upon providing the other party a written, ninety (90) day notice, in which case the City and Subrecipient shall agree upon the termination conditions, including the effective date, the disposition of agreement amounts, and in the case of partial termination the portion to be terminated. However, if, in the case of partial termination, the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, and the award is terminated in its entirety, Subrecipient shall promptly repay to the City the full grant amount or that portion of the amount which has been disbursed to Subrecipient prior to such termination.

h. Termination due to Loss of Funds

This Agreement will terminate in full or in part, at the discretion of the City, in the event the City suffers a loss of funding or termination of the federal funds which permits it to fund this grant. In the event the City suffers such a loss of funding, the City will give the Subrecipient as much written notice as possible which will set forth the effective date of full or partial termination, or if a change in funding is required, setting forth the change in funding and the changes in approved budget.

**G. REVERSION OF ASSETS**

1. Program Assets Reversion

Upon the expiration of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement, unless addressed under another agreement as provided in Section C.

2. Real Property Reversion

Any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan) in excess of \$25,000 shall comply with either of the following:

a. National Objective Compliance

Used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by the City; or

b. National Objective Noncompliance

Not used in accordance with Section G (2) (a) of this Agreement, in which event the Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City. (No payment is required after the period of time specified in Section G (2) (a) of this Agreement.)

## **H. MISCELLANEOUS**

### **1. Subrecipient Legal Authority**

By using this Agreement, the Subrecipient warrants and represents that it has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder.

### **2. Waiver**

- a. No conditions or provisions of this Agreement can be waived unless approved by the City in writing.
- b. The City's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach will not constitute a waiver of any rights under this Agreement.

### **3. Designation of Officials**

City designates the City Manager or the City Manager's designee as its authorized representative with respect to the work to be performed under this Agreement including, but not limited to, the ability to execute any changes in the terms, conditions, or amounts specified in this Agreement .

The Board Chair of the Subrecipient or designee is the official authorized to execute any changes in the terms, conditions or amounts specified in this Agreement.

### **4. Special Conditions for Release of Funds**

Funding of the amount stipulated in Section 3 of this Agreement will not be released to the Subrecipient by the City until the Subrecipient demonstrates compliance with the Section D (1).

### **5. Duplication of Benefits, CARES Act.**

Subrecipient understands the 2020 CARES Act requires the City to monitor and track assistance awards and if City identifies a duplication of benefits provided to Subrecipient, Subrecipient agrees to repay assistance that is determined to be duplicative.

6. Code of Conduct

The City expects that Subrecipients and any subcontractors of Subrecipients to demonstrate courtesy, consideration and promptness in dealing with the public, program participants, the City, and other governmental agencies.

7. Agreement Coverage

This instrument along with any Exhibits and the grant application contain the entire agreement between the parties. Any statements, inducements or promises not contained will not be binding upon the parties. This Agreement will be binding upon the successors in office of the respective parties.

8. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

9. Notice to Proceed

The City will issue a Notice to Proceed to the Subrecipient to incur costs relative to the program implementation.

10. Exhibits.

All Exhibits are hereby incorporated into this Agreement.

11. Notices

Notices required by this Agreement shall be in writing and delivered via mail, commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

**City**

Madeline Haverland  
Community Development Specialist  
Housing & Community Dev. Dept  
350 W. 6<sup>th</sup> Street, Suite 312  
Dubuque, IA 52001

**Subrecipient**

Deb Gustafson  
Dubuque Community Y  
Domestic Violence Shelter  
35 N. Booth St  
Dubuque, IA 52001

12. Compliance with Laws. Subrecipient shall be responsible for laws at the federal, state, and local level.

13. Governing Law. This Agreement is a contract executed under and to be construed under the laws of the State of Iowa. Any legal action arising out of or related to this Lease shall be brought in a court of competent jurisdiction in Dubuque County, Iowa.

14. Section Headings and Subheadings.

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

15. CONTRACTOR WARRANTIES/GUARANTEES Contractors shall guarantee and warranty the work done pursuant to a CDBG project for a period of two (2) years. In addition, Contractor shall furnish property owners with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day of July 6, 2021.

CITY OF DUBUQUE, IOWA,  
50 W 13<sup>th</sup> Street  
Dubuque, Iowa 52001

Dubuque Community Y, Subrecipient  
35 N. Booth St.  
Dubuque, IA 52001

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature  
Executive Director

\_\_\_\_\_  
Printed Name  
Mayor

\_\_\_\_\_  
Printed Name  
Executive Director

\_\_\_\_\_  
Signature  
Chair, Board of Directors

\_\_\_\_\_  
Printed Name  
Chair, Board of Directors

## **LIST OF EXHIBITS**

<b>EXHIBIT A</b>	<b>STATEMENT OF WORK</b>
<b>EXHIBIT B</b>	<b>INCOME GUIDELINES</b>

## **EXHIBIT A STATEMENT OF WORK**

The Dubuque Community Y will be responsible for the improvement of a public facility by performing:

- Kitchen Renovations
  - Flooring Replacement
  - Cabinets and Countertop Updates
  - Paint
  - Light Fixture Replacement
- Bath Renovations
  - Flooring Replacement
  - Plumbing Fixture Replacement
  - Drywall Repair and replacement
- Window insulation
- Interior trim repairs
- Install Plexiglass (Snow Guard) at the Exterior Stairs

Limited Clientele activities benefit a specific targeted group of persons of which at least 51 percent must be LMI. In order to meet the LMI Limited Clientele criteria, the activity must:

- Serve at least 51 percent LMI, as evidenced by documentation and data concerning beneficiary family size and income;
- Have income-eligibility requirements which limit the service to persons meeting the LMI income requirement, as evidenced by the administering agency's procedures, intake/application forms, income limits, and other sources of documentation;
- Serve a group primarily presumed to be LMI such as abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, persons living with AIDS and migrant farm workers;  
or
- Be of such a nature and in a location that it may be concluded that the activity's clientele are LMI.



## **EXHIBIT B INCOME GUIDELINES**

### **CITY OF DUBUQUE, IA INCOME GUIDELINES FOR FINANCIAL ASSISTANCE**

Income limits are defined and occasionally revised by the U.S. Department of Housing and Urban Development's estimated median family income.

A low-income person or family has a total income which falls between the fifty (50) percent and eighty (80) percent median for the area, adjusted for size.

A very low-income person, family, or household has a total income which falls between thirty (30) and fifty (50) percent of the median income, adjusted for size, of the metropolitan area.

A 30% median-income person, family or household has a total income which is between 0 and thirty (30) percent of the median income, adjusted for size, of the metropolitan area.

The maximum income limits as of June 1, 2021 for the Dubuque Metropolitan Area are as follows:

Household Size	Below 30% AMI	Below 50% AMI	Below 80% AMI	Above 80% AMI
Family Size 1:	<\$16,600	<\$27,600	<\$44,150	>\$44,150
Family Size 2:	<\$18,950	<\$31,550	<\$50,450	>\$50,450
Family Size 3:	<\$21,300	<\$35,500	<\$56,750	>\$56,750
Family Size 4:	<\$23,650	<\$39,400	<\$63,050	>\$63,050
Family Size 5:	<\$25,550	<\$42,600	<\$68,100	>\$68,100
Family Size 6:	<\$27,450	<\$45,750	<\$73,150	>\$73,150
Family Size 7:	<\$29,350	<\$48,900	<\$78,200	>\$78,200
Family Size 8:	<\$31,250	<\$52,050	<\$83,250	>\$83,250

Income limits for CDBG funded programs can be found on the HUD Exchange <https://www.hudexchange.info/resource/5334/cdbg-income-limits/>

Organizations required to verify income are encouraged to use the CPD Income Eligibility Calculator at <https://www.hudexchange.info/incomecalculator/>

**SUBRECIPIENT AGREEMENT BETWEEN  
THE CITY OF DUBUQUE  
AND  
DUBUQUE RESCUE MISSION**

THIS SUBRECIPIENT AGREEMENT is entered into by and between the City of Dubuque (herein called the "City") and Dubuque Rescue Mission (herein called the "Subrecipient"), effective upon the date last signed below.

WHEREAS, the City has applied for and received Community Development Block Grant (CDBG) funds from the United States Government through the Department of Housing and Urban Development under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 and has received approval of activities under Federal Award Identifier Number B-20-MC-19-0002 which was awarded to the City on 4/26/2021 for the purpose of meeting carrying out activities compliant with CDBG's National Objectives; and

WHEREAS, the City wishes to engage Subrecipient to assist the City in utilizing such CDBG funds to assist Subrecipient with rehabilitation of a public facility,

WHEREAS, both the City and the Subrecipient desire to make a written agreement with respect to said funds and the implementation of the project to which they pertain; and

WHEREAS, both the City and the Subrecipient certify that the activity will meet the CDBG National Objective of benefit to low- and moderate-income persons,

NOW, THEREFORE, in consideration of the mutual promises of the parties, it is agreed as follows:

**A. STATEMENT OF WORK**

1. Activities

The Subrecipient will be responsible for administering a CDBG Year 20 Public Facility Rehabilitation Project, detailed in Exhibit A, in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. The scope of activities to be rendered by the Subrecipient as a condition of receiving funds for the Project/Activity pursuant to this Contract is attached as Exhibit A hereto and made a part of this Contract.

2. National Objectives

The Subrecipient will carry out the activities funded under this Agreement that meet the CDBG program's National Objective of:

- ☒ **Assisting low and moderate-income persons, said income guidelines found in Exhibit B**
- ☐ Aid in the prevention or elimination of slums or blight
- ☐ Meet community development needs having a particular urgency, as defined in 24 CFR 570.208.
- ☐ Other (Explain) \_\_\_\_\_

### 3. Project Budget

The City agrees, subject to the terms and conditions of this Agreement, to compensate the Subrecipient for the Statement of Work outlined in Exhibit A, not to exceed \$80,000.00.

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

### 4. Reallocations

The Subrecipient may reallocate up to ten percent (10%) of the total grant amount received to an eligible activity cost. Such reallocation will be referred to as a revision. The Subrecipient must, prior to the drawdown reflecting the change, contact the City to discuss the reallocation. Any change that results in a cumulative reallocation of ten percent (10%) or more of the total grant, any inclusion of a new activity, deletion of an approved activity, any change in the implementation schedule, or any change in grant terms will require an amendment and prior City approval per Section E (7) of this Agreement. Such reallocation will be referred to as an amendment. Requests for revisions or amendments are due no later than March 31 of the program year. Budget revisions or amendments requested during the final ninety (90) days of the agreement period will be approved by the City only if it determines that the revisions are necessary to complete project activities.

### 5. Retainage

Five percent (5%) of the total grant amount may be retained from payment until such report of audit referenced in Section B (7) of this Agreement, has been provided to, and accepted by the City. No audit fees will be reimbursed by the City.

### 6. Term and Time of Performance

Services of the Subrecipient shall start on July 1, 2021 and end on June 30, 2022. All the required activities and services, except for audit, will be completed by or before this date. The City may grant extensions at its sole discretion. Only a valid written Amendment to the Agreement shall alter this completion date. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income.

#### 7. Performance Measures and Monitoring

In compliance with the Department of Housing & Urban Development's Outcome Performance measurement system (24CFR 91.220(e))

The City will monitor the performance of the Subrecipient against goals and required performance standards. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period after being notified by the City, agreement suspension or termination procedures will be initiated.

#### 8. On Site Monitoring

The Subrecipient shall be subject to site visits, desktop monitoring, or other methods of monitoring as deemed necessary by personnel of the City, or a designee of the City or duly authorized officials of federal government, for the purpose of monitoring the Subrecipient's delivery of services and compliance with terms of the agreement and federal standards that pertain to federally funded grant activities. Review may include but are not limited to: agency and program policies, procedures, standards, handbooks and operational documents; accounting books and records for financial management and documentation of program costs such as time sheets and mileage logs; verification records of the persons to participate or benefit from grant funded activities; documentation of report data and other program progress; and records demonstrating procurement procedures and property management. The reviewers will have access to and the right to examine, audit, duplicate, excerpt and/or transcribe any of the Subrecipient's records pertaining to all matters covered by this Agreement. The Subrecipient shall be subject to subsequent site visits to review correction of any deficiencies.

### **B. RECORDS AND REPORTS**

#### 1. Maintenance

The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 and by the City that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities, individuals, or households;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program, such as
- f) Financial records as required by 24 CFR Part 570.502, and 24 CFR 84.21-28;
- g) Other records necessary to document compliance with Subpart K of 24 CFR 570;
- h) A list of current board members, calendar of upcoming board meetings and minutes of all board meetings; and
- i) Equity metrics on race, income, and head of household.

## 2. Retention

The Subrecipient agrees to keep the records required by this Agreement. The Subrecipient shall retain all records for a period of five (5) years. The retention period begins on the date of submission of the City's annual performance and evaluation report to HUD in which activities assisted under this agreement are reported for the final time. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Properties retained shall continue to meet eligibility criteria and shall conform with the "reversion of assets" restrictions specified in Section G of this Agreement. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

The list of current board members and minutes of all board meetings will be kept on file and maintained at the Subrecipient's main business office as public records. The minutes and board member list shall be available for the public to view during the Subrecipient's normal working hours. Copies may be provided according to the Subrecipient's policy.

3. Client Data. Subrecipient shall maintain Client Data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, income level or other basis for determining eligibility, and description of service provided, racial and ethnic data and single head-of-household data, and any other records pertaining to CDBG funds as required by 2 CFR Part 200. In addition, data will be retained for affordability and income targeting for each household. Such information shall be made available to City monitors or their designees for review upon request.
4. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the city's or Subrecipient's responsibilities with respect to services provided under this contract may be prohibited by federal or state law unless written consent is obtained from such person receiving service and in the case of a minor, that of a responsible parent/guardian.
5. Reporting Procedures  
The Subrecipient will submit quarterly reports to the City detailing its activities related to the use of City funds including a performance report and a financial report outlining the use of City funds and shall be submitted no later than the fifteenth (15<sup>th</sup>) day of October, January, April, and July and a final performance report by July 31<sup>st</sup>, in such forms as the City requires. In the event a due date for a report falls on a weekend or holiday, the report will be due the next business day. The Subrecipient shall provide information upon request for preparation of the Consolidated Plan, the CAPER, and any other reports or plans required by the City or HUD.
6. Close-out  
The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.
7. Audits & Inspections



All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, its designees or the federal government, at any time during normal business hours, as often as the City or federal government deems necessary to audit, examine, and duplicate or make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within timeframe stipulated by the City. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Subrecipient hereby agrees to have an annual agency audit conducted by a certified accountant according to Generally Accepted Government Auditing Standards. Agencies that had total expenses less than \$150,000 on the audit for the most recently audited fiscal year and had no deficiencies or findings on that audit or subsequent monitoring visits may be eligible to submit an audit every other year subject to written approval from the City. This written approval, if granted, will be included in Exhibit E. Additionally, if the agency meets the thresholds established in 2 CFR Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Subpart F the audit will be performed as a Single Audit. The subrecipient agrees to follow any other audit procedures as established by the City. The completed audit, audited financial statements, schedule of findings, all related reports, the management letter from the auditor to the Subrecipient, and the Subrecipient's response(s) to the auditor (if required by the audit) must be provided to the City within six (6) months of the Subrecipient's fiscal year-end. No audit fees will be reimbursed under this CDBG agreement by the City.

## 8. Payment

### a. Maximum Amount and Drawdowns

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed the amount stipulated in Section 3 of this Agreement. Drawdowns for the payment of eligible expenses are reimbursement only and shall be made in accordance with any City policy concerning payments.

### b. Financial Management System Certification

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The entire amount of allowable grant expenses (including those to be paid with program income) shall be supported by source documentation (e.g., invoices, time sheets, receipts, etc.). The City reserves the right to request any additional documentation, as it deems necessary.

c. Reimbursement Schedule

The Subrecipient may requisition a reimbursement of expenses. Such reimbursement requests must include proof of payment of the requested expense. Request for salary reimbursement must be within 30 days from end of pay period. Other requests dated within 60 days from date of service/purchase will be accepted. Final request must be submitted by June 15, 2022.

C. **PROGRAM INCOME**

The Subrecipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds. The documentation, reporting and use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR Part 200 for activities permitted under this agreement. Requests for funds shall be reduced by the amount of any such program income balances on hand. Any program income on hand when this Agreement expires, or received after this Agreement's expiration, shall, at the City's discretion, be returned to the City or used by the Subrecipient for eligible activities as identified in an agreement that becomes effective upon expiration of this Agreement. Any interest earned from funds held in a revolving fund account is not program income and shall be remitted to the City which will, in turn, remit it to HUD.

D. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable. These principles shall be applied for all costs incurred.

3. Procurement

The Subrecipient shall have its own procurement policies and procedures. Said policies shall meet the requirements of 2 CFR Part 200 Subpart D Procurement Standards. The Subrecipient shall follow Management Standards as modified by 24 CFR 570.502(b) (3) (vi), covering use and disposition of property.

4. Copyright

If this Agreement results in any copyrightable material or inventions, the City and/or federal government reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work or materials for government purposes.

**E. OTHER PROGRAM REQUIREMENTS**

1. General Compliance

The Subrecipient agrees to comply with the requirements of 24 CFR 570. The Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing its operations and the funds provided under this Agreement. The Subrecipient agrees to remain current on all applicable taxes, assessments and other governmental charges and to maintain all Subrecipient owned property(ies) in compliance with all applicable City Codes. The Subrecipient further agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.

2. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Except for the benefits and stipulated amounts indicated under this Agreement, the City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent contractor.

The Subrecipient shall be responsible for hiring all program personnel. All such personnel shall be considered to be employees of the Subrecipient.

3. Hold Harmless and Indemnification

The Subrecipient, its agents and any assignees shall agree to hold harmless and indemnify the City and its agents, officials and employees against all suits, claims, damages, and losses, including attorney fees that may be based on any injury to person or property due to negligent acts, errors or omissions of the Subrecipient.

4. Worker's Compensation

The Subrecipient shall provide Worker's Compensation Insurance coverage per Iowa State Code, Chapter 85.

5. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or physical damage.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48 and any applicable state and local requirements for insurance and bonding. Subrecipient shall meet the strictest standard for bonding and insurance coverage.

6. City Recognition

The Subrecipient shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities, and items used pursuant to this Agreement shall be prominently labeled as to funding source. In the event that a program funded through CDBG is described in literature, newspaper articles, TV reports and other public medium, the Subrecipient must give credit to the City and the CDBG program.

7. Amendments

The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by a duly authorized representative of both organizations. The deadline for amendments in any program year is March 31, unless extended at the sole discretion of the City in extraordinary circumstances. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Subrecipient.

**8. RELOCATION, PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the

requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Recipient ordinances, resolutions and policies concerning the displacement of persons from their residences.

#### 9. Federal, State, and Local Law Applicability

By virtue of the federal funding provided for under this agreement, the parties hereto shall be bound by and adhere to all applicable federal, state, and local laws, rules, policies, orders and directions, including by way of specification but not limited to the following:

- Title VI of the Civil Rights Act of 1964, as amended;
- The Fair Housing Act – Title VIII of the Civil Rights Act of 1968, as amended;
- Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended (;
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended;
- Section 504 of the Rehabilitation Act of 1973,
- The Americans with Disabilities Act of 1990, as amended;
- Section 3 of the Housing & Community Development Act of 1968 (12 U.S.C. 1701u);
- The Age Discrimination Act of 1975, as amended;
- Executive Order 11063, as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Executive Order 11246 (as amended by Executive Orders 11375 and 12086) – Equal Opportunity Under HUD contracts and HUD-assisted construction Contracts;
- Age Discrimination in Employment Act of 1967, as amended.
- Chapter 216 of the Iowa Civil Rights Act of 1965, as amended
- The Equal Pay Act of 1963, as amended.
- The Civil Rights Act of 1991, as amended
- Davis-Bacon Act, as amended, where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended;
- Contract Work Hours and Safety Standards Act;
- Copeland Anti-Kickback Act;
- CARES Act of 2020;
- Iowa Civil Rights Act of 1965, as amended;
- Dubuque Civil Rights Ordinance, City of Dubuque Code of Ordinances, Title 8, and.
- Others as applicable

and shall include compliance with these provisions in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subcontractors.

10. Nondiscrimination

No person shall be excluded from or denied the benefits of Subrecipient's service or programs or be denied employment on the basis of race, color, religion, creed, sex, sexual orientation, gender identity, national origin, ancestry, age, mental or physical disability, marital status or familial status. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination and state that it is an Equal Opportunity or Affirmative Action employer.

11. W/MBE

The Subrecipient will use its best efforts to afford minority – and women-owned business enterprises (at least fifty-one (51) percent owned and controlled by minority group member or women) the maximum practicable opportunity to participate in the performance of this Agreement.

12. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Recipient and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

13. Assignability



The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due from the subrecipient from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City. No real property acquired, improved or otherwise invested in with CDBG funds, including loan portfolios attributable to the use of CDBG funds, may be assigned, transferred or sold without the prior written consent of the City thereto.

#### 14. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 and 2 CFR Part 200 with respect to conflicts of interest. Requests for exceptions, as permitted by federal regulations, must be made in the manner prescribed by the City.

#### 15. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

#### 16. Lobbying

The Subrecipient hereby certifies that:

- a. No federal funds appropriated under this agreement have been paid or will be paid, by or on behalf of it, 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;
- d. 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.C. 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 such failure.

17. Restrictions

The Subrecipient is prohibited from using CDBG funds or personnel employed in the administration of the program for political purposes, or to engage in other partisan political activities, sectarian, or religious activities or nepotism activities.

18. Environmental Standards

24 CFR Part 58; 24 CFR 570.604; and Section 104(g) HCD

The Subrecipient agrees to comply with the policies of the National Environmental Policy Act of 1969. The purpose of this Act is to attain the widest use of the environment without degradation, risk to health or safety or other undesirable and unintended consequences.

19. Air, Water and Solid Waste

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The Clean Air Act, 42 U.S.C. 7401, et seq., as amended.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et seq., and 21 U.S.C. 349) as amended;
- 42, U.S.C. 6901 et seq., as amended.

20. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes, including rehabilitation.

#### **21. Lead-Based Paint**

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven (7). The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

#### **22. Historic Preservation**

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended and the procedures set forth by the Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a federal, state, or local historic property list.

### **F. REMEDIES FOR NON-COMPLIANCE AND TERMINATION**

#### **1. Remedies for Noncompliance**

If the City at any time determines the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referred to herein, the City may use any or all of the remedies allowed under 2 CFR Part 200.338 and 200.339 to ensure compliance. The City may also impose additional specific award conditions as needed at any time to ensure compliance in accordance with 2 CFR Part 200.207. Possible remedies include:

a. Warning

Issuance of a written warning citing the violation that has occurred, and a deadline when the violation must be remedied if it is still occurring.

b. Withholding Payment

Withholding of funds by the City until the Subrecipient is found to be in compliance by the City.

c. Grant Adjustment

Adjustment in the payment method or reduction of the grant to the Subrecipient when there is noncompliance and the violation cited has not been remedied as specified.

d. Reimbursement

Reimbursement by the Subrecipient with non-CDBG funds for CDBG funds which have not been spent in accordance with this Agreement.

e. Termination

Termination of funds in whole or in part by the City if the Subrecipient materially fails to comply with any term or condition of this Agreement or with any of the rules, regulations or provisions referred to herein, or for cause as allowed in 2 CFR Part 200.339. In the event of termination of this award, in accordance with 2 CFR Part 200.340(c), the information required under the Federal Funding Accountability and Transparency Act (FFATA) must be provided to the Federal Web site established to fulfill the requirements of FFATA, and update or notification must be provided to any other relevant governmentwide systems or entities of any indications of poor performance as required by 41 U.S.C. 417b and 31 U.S.C. 3321 and implementing guidance at 2 CFR Part 77. Additionally, the requirements for Suspension and Debarment at 2 CFR Part 180 may apply.

f. Nonparticipation

Prohibition of the Subrecipient from future participation in the CDBG program if the Subrecipient has not complied with the action administered by the City.

g. Termination for Convenience

This Agreement may be terminated in whole or in part by either party upon providing the other party a written, ninety (90) day notice, in which case the City and Subrecipient shall agree upon the termination conditions, including the effective date, the disposition of agreement amounts, and in the case of partial termination the portion to be terminated. However, if, in the case of partial termination, the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, and the award is terminated in its entirety, Subrecipient shall promptly repay to the City the full grant amount or that portion of the amount which has been disbursed to Subrecipient prior to such termination.

h. Termination due to Loss of Funds

This Agreement will terminate in full or in part, at the discretion of the City, in the event the City suffers a loss of funding or termination of the federal funds which permits it to fund this grant. In the event the City suffers such a loss of funding, the City will give the Subrecipient as much written notice as possible which will set forth the effective date of full or partial termination, or if a change in funding is required, setting forth the change in funding and the changes in approved budget.

**G. REVERSION OF ASSETS**

1. Program Assets Reversion

Upon the expiration of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement, unless addressed under another agreement as provided in Section C.

2. Real Property Reversion

Any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan) in excess of \$25,000 shall comply with either of the following:

a. National Objective Compliance

Used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by the City; or

b. National Objective Noncompliance

Not used in accordance with Section G (2) (a) of this Agreement, in which event the Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City. (No payment is required after the period of time specified in Section G (2) (a) of this Agreement.)

## **H. MISCELLANEOUS**

### **1. Subrecipient Legal Authority**

By using this Agreement, the Subrecipient warrants and represents that it has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder.

### **2. Waiver**

- a. No conditions or provisions of this Agreement can be waived unless approved by the City in writing.
- b. The City's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach will not constitute a waiver of any rights under this Agreement.

### **3. Designation of Officials**

City designates the City Manager or the City Manager's designee as its authorized representative with respect to the work to be performed under this Agreement including, but not limited to, the ability to execute any changes in the terms, conditions, or amounts specified in this Agreement .

The Board Chair of the Subrecipient or designee is the official authorized to execute any changes in the terms, conditions or amounts specified in this Agreement.

### **4. Special Conditions for Release of Funds**

Funding of the amount stipulated in Section 3 of this Agreement will not be released to the Subrecipient by the City until the Subrecipient demonstrates compliance with the Section D (1).

### **5. Duplication of Benefits, CARES Act.**



Subrecipient understands the 2020 CARES Act requires the City to monitor and track assistance awards and if City identifies a duplication of benefits provided to Subrecipient, Subrecipient agrees to repay assistance that is determined to be duplicative.

6. Code of Conduct

The City expects that Subrecipients and any subcontractors of Subrecipients to demonstrate courtesy, consideration and promptness in dealing with the public, program participants, the City, and other governmental agencies.

7. Agreement Coverage

This instrument along with any Exhibits and the grant application contain the entire agreement between the parties. Any statements, inducements or promises not contained will not be binding upon the parties. This Agreement will be binding upon the successors in office of the respective parties.

8. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

9. Notice to Proceed

The City will issue a Notice to Proceed to the Subrecipient to incur costs relative to the program implementation.

10. Exhibits.

All Exhibits are hereby incorporated into this Agreement.

11. Notices

Notices required by this Agreement shall be in writing and delivered via mail, commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

**City**

Madeline Haverland  
Community Development Specialist  
Housing & Community Dev. Dept  
350 W. 6<sup>th</sup> Street, Suite 312  
Dubuque, IA 52001

**Subrecipient**

Rick Mihm  
Dubuque Rescue Mission  
398 Main St.  
Dubuque, IA 52001

12. Compliance with Laws. Subrecipient shall be responsible for laws at the federal, state, and local level.

13. Governing Law. This Agreement is a contract executed under and to be construed under the laws of the State of Iowa. Any legal action arising out of or related to this Lease shall be brought in a court of competent jurisdiction in Dubuque County, Iowa.

14. Section Headings and Subheadings.

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

15. CONTRACTOR WARRANTIES/GUARANTEES Contractors shall guarantee and warranty the work done pursuant to a CDBG project for a period of two (2) years. In addition, Contractor shall furnish property owners with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day of July 6, 2021.

CITY OF DUBUQUE, IOWA,  
50 W 13<sup>th</sup> Street  
Dubuque, IA 52001

Dubuque Rescue Mission, Subrecipient  
398 Main Street  
Dubuque, IA 52001

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature  
Executive Director

\_\_\_\_\_  
Printed Name  
Mayor

\_\_\_\_\_  
Printed Name  
Executive Director

\_\_\_\_\_  
Signature  
Chair, Board of Directors

\_\_\_\_\_  
Printed Name  
Chair, Board of Directors

## **LIST OF EXHIBITS**

<b>EXHIBIT A</b>	<b>STATEMENT OF WORK</b>
<b>EXHIBIT B</b>	<b>INCOME GUIDELINES</b>

## **EXHIBIT A STATEMENT OF WORK**

The Dubuque Rescue Mission will be responsible for the improvement of a public facility by performing:

- Addition of air exchange unit
- Replace carpet throughout common areas.
- Renovation of restroom and shower facility

Limited Clientele activities benefit a specific targeted group of persons of which at least 51 percent must be LMI. In order to meet the LMI Limited Clientele criteria, the activity must:

- Serve at least 51 percent LMI, as evidenced by documentation and data concerning beneficiary family size and income;
- Have income-eligibility requirements which limit the service to persons meeting the LMI income requirement, as evidenced by the administering agency's procedures, intake/application forms, income limits, and other sources of documentation;
- Serve a group primarily presumed to be LMI such as abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, persons living with AIDS and migrant farm workers; or
- Be of such a nature and in a location that it may be concluded that the activity's clientele are LMI.

## EXHIBIT B INCOME GUIDELINES

### CITY OF DUBUQUE, IA INCOME GUIDELINES FOR FINANCIAL ASSISTANCE

Income limits are defined and occasionally revised by the U.S. Department of Housing and Urban Development's estimated median family income.

A low-income person or family has a total income which falls between the fifty (50) percent and eighty (80) percent median for the area, adjusted for size.

A very low-income person, family, or household has a total income which falls between thirty (30) and fifty (50) percent of the median income, adjusted for size, of the metropolitan area.

A 30% median-income person, family or household has a total income which is between 0 and thirty (30) percent of the median income, adjusted for size, of the metropolitan area.

The maximum income limits as of June 1, 2021 for the Dubuque Metropolitan Area are as follows:

Household Size	Below 30% AMI	Below 50% AMI	Below 80% AMI	Above 80% AMI
Family Size 1:	<\$16,600	<\$27,600	<\$44,150	>\$44,150
Family Size 2:	<\$18,950	<\$31,550	<\$50,450	>\$50,450
Family Size 3:	<\$21,300	<\$35,500	<\$56,750	>\$56,750
Family Size 4:	<\$23,650	<\$39,400	<\$63,050	>\$63,050
Family Size 5:	<\$25,550	<\$42,600	<\$68,100	>\$68,100
Family Size 6:	<\$27,450	<\$45,750	<\$73,150	>\$73,150
Family Size 7:	<\$29,350	<\$48,900	<\$78,200	>\$78,200
Family Size 8:	<\$31,250	<\$52,050	<\$83,250	>\$83,250

Income limits for CDBG funded programs can be found on the HUD Exchange <https://www.hudexchange.info/resource/5334/cdbg-income-limits/>

Organizations required to verify income are encouraged to use the CPD Income Eligibility Calculator at <https://www.hudexchange.info/incomecalculator/>

**SUBRECIPIENT AGREEMENT BETWEEN  
THE CITY OF DUBUQUE  
AND  
OPENING DOORS**

THIS SUBRECIPIENT AGREEMENT is entered into by and between the City of Dubuque (herein called the "City") and Opening Doors (herein called the "Subrecipient"), effective upon the date last signed below.

WHEREAS, the City has applied for and received Community Development Block Grant (CDBG) funds from the United States Government through the Department of Housing and Urban Development under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 and has received approval of activities under Federal Award Identifier Number B-20-MC-19-0002 which was awarded to the City on 4/26/2021 for the purpose of meeting carrying out activities compliant with CDBG's National Objectives; and

WHEREAS, the City wishes to engage Subrecipient to assist the City in utilizing such CDBG funds to assist Subrecipient with rehabilitation of a public facility,

WHEREAS, both the City and the Subrecipient desire to make a written agreement with respect to said funds and the implementation of the project to which they pertain; and

WHEREAS, both the City and the Subrecipient certify that the activity will meet the CDBG National Objective of benefit to low- and moderate-income persons,

NOW, THEREFORE, in consideration of the mutual promises of the parties, it is agreed as follows:

**A. STATEMENT OF WORK**

1. Activities

The Subrecipient will be responsible for administering a CDBG Year 20 Public Facility Rehabilitation Project, detailed in Exhibit A, in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. The scope of activities to be rendered by the Subrecipient as a condition of receiving funds for the Project/Activity pursuant to this Contract is attached as Exhibit A hereto and made a part of this Contract.

2. National Objectives

The Subrecipient will carry out the activities funded under this Agreement that meet the CDBG program's National Objective of:



- ☒ **Assisting low and moderate-income persons, said income guidelines found in Exhibit B**
- ☐ Aid in the prevention or elimination of slums or blight
- ☐ Meet community development needs having a particular urgency, as defined in 24 CFR 570.208.
- ☐ Other (Explain) \_\_\_\_\_

### 3. Project Budget

The City agrees, subject to the terms and conditions of this Agreement, to compensate the Subrecipient for the Statement of Work outlined in Exhibit A, not to exceed \$53,000.00.

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

### 4. Reallocations

The Subrecipient may reallocate up to ten percent (10%) of the total grant amount received to an eligible activity cost. Such reallocation will be referred to as a revision. The Subrecipient must, prior to the drawdown reflecting the change, contact the City to discuss the reallocation. Any change that results in a cumulative reallocation of ten percent (10%) or more of the total grant, any inclusion of a new activity, deletion of an approved activity, any change in the implementation schedule, or any change in grant terms will require an amendment and prior City approval per Section E (7) of this Agreement. Such reallocation will be referred to as an amendment. Requests for revisions or amendments are due no later than March 31 of the program year. Budget revisions or amendments requested during the final ninety (90) days of the agreement period will be approved by the City only if it determines that the revisions are necessary to complete project activities.

### 5. Retainage

Five percent (5%) of the total grant amount may be retained from payment until such report of audit referenced in Section B (7) of this Agreement, has been provided to, and accepted by the City. No audit fees will be reimbursed by the City.

### 6. Term and Time of Performance

Services of the Subrecipient shall start on July 1, 2021 and end on June 30, 2022. All the required activities and services, except for audit, will be completed by or before this date. The City may grant extensions at its sole discretion. Only a valid written Amendment to the Agreement shall alter this completion date. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income.

#### 7. Performance Measures and Monitoring

In compliance with the Department of Housing & Urban Development's Outcome Performance measurement system (24CFR 91.220(e))

The City will monitor the performance of the Subrecipient against goals and required performance standards. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period after being notified by the City, agreement suspension or termination procedures will be initiated.

#### 8. On Site Monitoring

The Subrecipient shall be subject to site visits, desktop monitoring, or other methods of monitoring as deemed necessary by personnel of the City, or a designee of the City or duly authorized officials of federal government, for the purpose of monitoring the Subrecipient's delivery of services and compliance with terms of the agreement and federal standards that pertain to federally funded grant activities. Review may include but are not limited to: agency and program policies, procedures, standards, handbooks and operational documents; accounting books and records for financial management and documentation of program costs such as time sheets and mileage logs; verification records of the persons to participate or benefit from grant funded activities; documentation of report data and other program progress; and records demonstrating procurement procedures and property management. The reviewers will have access to and the right to examine, audit, duplicate, excerpt and/or transcribe any of the Subrecipient's records pertaining to all matters covered by this Agreement. The Subrecipient shall be subject to subsequent site visits to review correction of any deficiencies.

### **B. RECORDS AND REPORTS**

#### 1. Maintenance

The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 and by the City that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities, individuals, or households;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program, such as
- f) Financial records as required by 24 CFR Part 570.502, and 24 CFR 84.21-28;
- g) Other records necessary to document compliance with Subpart K of 24 CFR 570;
- h) A list of current board members, calendar of upcoming board meetings and minutes of all board meetings; and
- i) Equity metrics on race, income, and head of household.

## 2. Retention

The Subrecipient agrees to keep the records required by this Agreement. The Subrecipient shall retain all records for a period of five (5) years. The retention period begins on the date of submission of the City's annual performance and evaluation report to HUD in which activities assisted under this agreement are reported for the final time. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Properties retained shall continue to meet eligibility criteria and shall conform with the "reversion of assets" restrictions specified in Section G of this Agreement. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

The list of current board members and minutes of all board meetings will be kept on file and maintained at the Subrecipient's main business office as public records. The minutes and board member list shall be available for the public to view during the Subrecipient's normal working hours. Copies may be provided according to the Subrecipient's policy.

3. Client Data. Subrecipient shall maintain Client Data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, income level or other basis for determining eligibility, and description of service provided, racial and ethnic data and single head-of-household data, and any other records pertaining to CDBG funds as required by 2 CFR Part 200. In addition, data will be retained for affordability and income targeting for each household. Such information shall be made available to City monitors or their designees for review upon request.
4. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the city's or Subrecipient's responsibilities with respect to services provided under this contract may be prohibited by federal or state law unless written consent is obtained from such person receiving service and in the case of a minor, that of a responsible parent/guardian.
5. Reporting Procedures  
The Subrecipient will submit quarterly reports to the City detailing its activities related to the use of City funds including a performance report and a financial report outlining the use of City funds and shall be submitted no later than the fifteenth (15<sup>th</sup>) day of October, January, April, and July and a final performance report by July 31<sup>st</sup>, in such forms as the City requires. In the event a due date for a report falls on a weekend or holiday, the report will be due the next business day. The Subrecipient shall provide information upon request for preparation of the Consolidated Plan, the CAPER, and any other reports or plans required by the City or HUD.
6. Close-out  
The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.
7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, its designees or the federal government, at any time during normal business hours, as often as the City or federal government deems necessary to audit, examine, and duplicate or make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within timeframe stipulated by the City. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Subrecipient hereby agrees to have an annual agency audit conducted by a certified accountant according to Generally Accepted Government Auditing Standards. Agencies that had total expenses less than \$150,000 on the audit for the most recently audited fiscal year and had no deficiencies or findings on that audit or subsequent monitoring visits may be eligible to submit an audit every other year subject to written approval from the City. This written approval, if granted, will be included in Exhibit E. Additionally, if the agency meets the thresholds established in 2 CFR Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Subpart F the audit will be performed as a Single Audit. The subrecipient agrees to follow any other audit procedures as established by the City. The completed audit, audited financial statements, schedule of findings, all related reports, the management letter from the auditor to the Subrecipient, and the Subrecipient's response(s) to the auditor (if required by the audit) must be provided to the City within six (6) months of the Subrecipient's fiscal year-end. No audit fees will be reimbursed under this CDBG agreement by the City.

## 8. Payment

### a. Maximum Amount and Drawdowns

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed the amount stipulated in Section 3 of this Agreement. Drawdowns for the payment of eligible expenses are reimbursement only and shall be made in accordance with any City policy concerning payments.

### b. Financial Management System Certification

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The entire amount of allowable grant expenses (including those to be paid with program income) shall be supported by source documentation (e.g., invoices, time sheets, receipts, etc.). The City reserves the right to request any additional documentation, as it deems necessary.

c. Reimbursement Schedule

The Subrecipient may requisition a reimbursement of expenses. Such reimbursement requests must include proof of payment of the requested expense. Request for salary reimbursement must be within 30 days from end of pay period. Other requests dated within 60 days from date of service/purchase will be accepted. Final request must be submitted by June 15, 2022.

C. **PROGRAM INCOME**

The Subrecipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds. The documentation, reporting and use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR Part 200 for activities permitted under this agreement. Requests for funds shall be reduced by the amount of any such program income balances on hand. Any program income on hand when this Agreement expires, or received after this Agreement's expiration, shall, at the City's discretion, be returned to the City or used by the Subrecipient for eligible activities as identified in an agreement that becomes effective upon expiration of this Agreement. Any interest earned from funds held in a revolving fund account is not program income and shall be remitted to the City which will, in turn, remit it to HUD.

D. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable. These principles shall be applied for all costs incurred.

3. Procurement



The Subrecipient shall have its own procurement policies and procedures. Said policies shall meet the requirements of 2 CFR Part 200 Subpart D Procurement Standards. The Subrecipient shall follow Management Standards as modified by 24 CFR 570.502(b) (3) (vi), covering use and disposition of property.

4. Copyright

If this Agreement results in any copyrightable material or inventions, the City and/or federal government reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work or materials for government purposes.

**E. OTHER PROGRAM REQUIREMENTS**

1. General Compliance

The Subrecipient agrees to comply with the requirements of 24 CFR 570. The Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing its operations and the funds provided under this Agreement. The Subrecipient agrees to remain current on all applicable taxes, assessments and other governmental charges and to maintain all Subrecipient owned property(ies) in compliance with all applicable City Codes. The Subrecipient further agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.

2. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Except for the benefits and stipulated amounts indicated under this Agreement, the City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent contractor.

The Subrecipient shall be responsible for hiring all program personnel. All such personnel shall be considered to be employees of the Subrecipient.

3. Hold Harmless and Indemnification

The Subrecipient, its agents and any assignees shall agree to hold harmless and indemnify the City and its agents, officials and employees against all suits, claims, damages, and losses, including attorney fees that may be based on any injury to person or property due to negligent acts, errors or omissions of the Subrecipient.

4. Worker's Compensation

The Subrecipient shall provide Worker's Compensation Insurance coverage per Iowa State Code, Chapter 85.

5. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or physical damage.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48 and any applicable state and local requirements for insurance and bonding. Subrecipient shall meet the strictest standard for bonding and insurance coverage.

6. City Recognition

The Subrecipient shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities, and items used pursuant to this Agreement shall be prominently labeled as to funding source. In the event that a program funded through CDBG is described in literature, newspaper articles, TV reports and other public medium, the Subrecipient must give credit to the City and the CDBG program.

7. Amendments

The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by a duly authorized representative of both organizations. The deadline for amendments in any program year is March 31, unless extended at the sole discretion of the City in extraordinary circumstances. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Subrecipient.

**8. RELOCATION, PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the

requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Recipient ordinances, resolutions and policies concerning the displacement of persons from their residences.

#### 9. Federal, State, and Local Law Applicability

By virtue of the federal funding provided for under this agreement, the parties hereto shall be bound by and adhere to all applicable federal, state, and local laws, rules, policies, orders and directions, including by way of specification but not limited to the following:

- Title VI of the Civil Rights Act of 1964, as amended;
- The Fair Housing Act – Title VIII of the Civil Rights Act of 1968, as amended;
- Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended (;
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended;
- Section 504 of the Rehabilitation Act of 1973,
- The Americans with Disabilities Act of 1990, as amended;
- Section 3 of the Housing & Community Development Act of 1968 (12 U.S.C. 1701u);
- The Age Discrimination Act of 1975, as amended;
- Executive Order 11063, as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Executive Order 11246 (as amended by Executive Orders 11375 and 12086) – Equal Opportunity Under HUD contracts and HUD-assisted construction Contracts;
- Age Discrimination in Employment Act of 1967, as amended.
- Chapter 216 of the Iowa Civil Rights Act of 1965, as amended
- The Equal Pay Act of 1963, as amended.
- The Civil Rights Act of 1991, as amended
- Davis-Bacon Act, as amended, where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended;
- Contract Work Hours and Safety Standards Act;
- Copeland Anti-Kickback Act;
- CARES Act of 2020;
- Iowa Civil Rights Act of 1965, as amended;
- Dubuque Civil Rights Ordinance, City of Dubuque Code of Ordinances, Title 8, and.
- Others as applicable

and shall include compliance with these provisions in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subcontractors.

10. Nondiscrimination

No person shall be excluded from or denied the benefits of Subrecipient's service or programs or be denied employment on the basis of race, color, religion, creed, sex, sexual orientation, gender identity, national origin, ancestry, age, mental or physical disability, marital status or familial status. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination and state that it is an Equal Opportunity or Affirmative Action employer.

11. W/MBE

The Subrecipient will use its best efforts to afford minority – and women-owned business enterprises (at least fifty-one (51) percent owned and controlled by minority group member or women) the maximum practicable opportunity to participate in the performance of this Agreement.

12. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Recipient and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

13. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due from the subrecipient from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City. No real property acquired, improved or otherwise invested in with CDBG funds, including loan portfolios attributable to the use of CDBG funds, may be assigned, transferred or sold without the prior written consent of the City thereto.

#### 14. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 and 2 CFR Part 200 with respect to conflicts of interest. Requests for exceptions, as permitted by federal regulations, must be made in the manner prescribed by the City.

#### 15. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

#### 16. Lobbying

The Subrecipient hereby certifies that:

- a. No federal funds appropriated under this agreement have been paid or will be paid, by or on behalf of it, 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;
- d. 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.C. 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 such failure.

17. Restrictions

The Subrecipient is prohibited from using CDBG funds or personnel employed in the administration of the program for political purposes, or to engage in other partisan political activities, sectarian, or religious activities or nepotism activities.

18. Environmental Standards

24 CFR Part 58; 24 CFR 570.604; and Section 104(g) HCD

The Subrecipient agrees to comply with the policies of the National Environmental Policy Act of 1969. The purpose of this Act is to attain the widest use of the environment without degradation, risk to health or safety or other undesirable and unintended consequences.

19. Air, Water and Solid Waste

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The Clean Air Act, 42 U.S.C. 7401, et seq., as amended.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et seq., and 21 U.S.C. 349) as amended;
- 42, U.S.C. 6901 et seq., as amended.

20. Flood Disaster Protection



In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes, including rehabilitation.

#### **21. Lead-Based Paint**

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven (7). The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

#### **22. Historic Preservation**

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended and the procedures set forth by the Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a federal, state, or local historic property list.

### **F. REMEDIES FOR NON-COMPLIANCE AND TERMINATION**

#### **1. Remedies for Noncompliance**

If the City at any time determines the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referred to herein, the City may use any or all of the remedies allowed under 2 CFR Part 200.338 and 200.339 to ensure compliance. The City may also impose additional specific award conditions as needed at any time to ensure compliance in accordance with 2 CFR Part 200.207. Possible remedies include:

a. Warning

Issuance of a written warning citing the violation that has occurred, and a deadline when the violation must be remedied if it is still occurring.

b. Withholding Payment

Withholding of funds by the City until the Subrecipient is found to be in compliance by the City.

c. Grant Adjustment

Adjustment in the payment method or reduction of the grant to the Subrecipient when there is noncompliance and the violation cited has not been remedied as specified.

d. Reimbursement

Reimbursement by the Subrecipient with non-CDBG funds for CDBG funds which have not been spent in accordance with this Agreement.

e. Termination

Termination of funds in whole or in part by the City if the Subrecipient materially fails to comply with any term or condition of this Agreement or with any of the rules, regulations or provisions referred to herein, or for cause as allowed in 2 CFR Part 200.339. In the event of termination of this award, in accordance with 2 CFR Part 200.340(c), the information required under the Federal Funding Accountability and Transparency Act (FFATA) must be provided to the Federal Web site established to fulfill the requirements of FFATA, and update or notification must be provided to any other relevant governmentwide systems or entities of any indications of poor performance as required by 41 U.S.C. 417b and 31 U.S.C. 3321 and implementing guidance at 2 CFR Part 77. Additionally, the requirements for Suspension and Debarment at 2 CFR Part 180 may apply.

f. Nonparticipation

Prohibition of the Subrecipient from future participation in the CDBG program if the Subrecipient has not complied with the action administered by the City.

g. Termination for Convenience

This Agreement may be terminated in whole or in part by either party upon providing the other party a written, ninety (90) day notice, in which case the City and Subrecipient shall agree upon the termination conditions, including the effective date, the disposition of agreement amounts, and in the case of partial termination the portion to be terminated. However, if, in the case of partial termination, the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, and the award is terminated in its entirety, Subrecipient shall promptly repay to the City the full grant amount or that portion of the amount which has been disbursed to Subrecipient prior to such termination.

h. Termination due to Loss of Funds

This Agreement will terminate in full or in part, at the discretion of the City, in the event the City suffers a loss of funding or termination of the federal funds which permits it to fund this grant. In the event the City suffers such a loss of funding, the City will give the Subrecipient as much written notice as possible which will set forth the effective date of full or partial termination, or if a change in funding is required, setting forth the change in funding and the changes in approved budget.

**G. REVERSION OF ASSETS**

1. Program Assets Reversion

Upon the expiration of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement, unless addressed under another agreement as provided in Section C.

2. Real Property Reversion

Any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan) in excess of \$25,000 shall comply with either of the following:

a. National Objective Compliance

Used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by the City; or

b. National Objective Noncompliance

Not used in accordance with Section G (2) (a) of this Agreement, in which event the Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City. (No payment is required after the period of time specified in Section G (2) (a) of this Agreement.)

## **H. MISCELLANEOUS**

### **1. Subrecipient Legal Authority**

By using this Agreement, the Subrecipient warrants and represents that it has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder.

### **2. Waiver**

- a. No conditions or provisions of this Agreement can be waived unless approved by the City in writing.
- b. The City's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach will not constitute a waiver of any rights under this Agreement.

### **3. Designation of Officials**

City designates the City Manager or the City Manager's designee as its authorized representative with respect to the work to be performed under this Agreement including, but not limited to, the ability to execute any changes in the terms, conditions, or amounts specified in this Agreement .

The Board Chair of the Subrecipient or designee is the official authorized to execute any changes in the terms, conditions or amounts specified in this Agreement.

### **4. Special Conditions for Release of Funds**

Funding of the amount stipulated in Section 3 of this Agreement will not be released to the Subrecipient by the City until the Subrecipient demonstrates compliance with the Section D (1).

### **5. Duplication of Benefits, CARES Act.**

Subrecipient understands the 2020 CARES Act requires the City to monitor and track assistance awards and if City identifies a duplication of benefits provided to Subrecipient, Subrecipient agrees to repay assistance that is determined to be duplicative.

6. Code of Conduct

The City expects that Subrecipients and any subcontractors of Subrecipients to demonstrate courtesy, consideration and promptness in dealing with the public, program participants, the City, and other governmental agencies.

7. Agreement Coverage

This instrument along with any Exhibits and the grant application contain the entire agreement between the parties. Any statements, inducements or promises not contained will not be binding upon the parties. This Agreement will be binding upon the successors in office of the respective parties.

8. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

9. Notice to Proceed

The City will issue a Notice to Proceed to the Subrecipient to incur costs relative to the program implementation.

10. Exhibits.

All Exhibits are hereby incorporated into this Agreement.

11. Notices

Notices required by this Agreement shall be in writing and delivered via mail, commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

**City**

Madeline Haverland  
Community Development Specialist  
Housing & Community Dev. Dept  
350 W. 6<sup>th</sup> Street, Suite 312  
Dubuque, IA 52001

**Subrecipient**

Carol Gebhart  
Opening Doors  
398 Main St.  
Dubuque, IA 52001

12. Compliance with Laws. Subrecipient shall be responsible for laws at the federal, state, and local level.

13. Governing Law. This Agreement is a contract executed under and to be construed under the laws of the State of Iowa. Any legal action arising out of or related to this Lease shall be brought in a court of competent jurisdiction in Dubuque County, Iowa.

14. Section Headings and Subheadings.

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

15. CONTRACTOR WARRANTIES/GUARANTEES Contractors shall guarantee and warranty the work done pursuant to a CDBG project for a period of two (2) years. In addition, Contractor shall furnish property owners with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day of July 6, 2021.

CITY OF DUBUQUE, IOWA,  
50 W 13<sup>th</sup> Street  
Dubuque, IA 52001

Opening Doors, Subrecipient  
2100 Asbury Rd., Suite 8  
Dubuque, IA 52001

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature  
Executive Director

\_\_\_\_\_  
Printed Name  
Mayor

\_\_\_\_\_  
Printed Name  
Executive Director

\_\_\_\_\_  
Signature  
Chair, Board of Directors

\_\_\_\_\_  
Printed Name  
Chair, Board of Directors



## **LIST OF EXHIBITS**

<b>EXHIBIT A</b>	<b>STATEMENT OF WORK</b>
<b>EXHIBIT B</b>	<b>INCOME GUIDELINES</b>

## **EXHIBIT A STATEMENT OF WORK**

Opening Doors – Maria House will be responsible for the improvement of a public facility by performing:

- Restoration of second floor eaves by scraping and painting, and replacing with wood as needed, in the same size, shape, style and profile as what exists.
- Repair, scrape, and paint dormer fascia and soffit.
- Install downspouts on building. Downspouts shall match in size and profile existing downspouts on the structure.

Limited Clientele activities benefit a specific targeted group of persons of which at least 51 percent must be LMI. In order to meet the LMI Limited Clientele criteria, the activity must:

- Serve at least 51 percent LMI, as evidenced by documentation and data concerning beneficiary family size and income;
- Have income-eligibility requirements which limit the service to persons meeting the LMI income requirement, as evidenced by the administering agency's procedures, intake/application forms, income limits, and other sources of documentation;
- Serve a group primarily presumed to be LMI such as abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, persons living with AIDS and migrant farm workers; or
- Be of such a nature and in a location that it may be concluded that the activity's clientele are LMI.

## **EXHIBIT B INCOME GUIDELINES**

### **CITY OF DUBUQUE, IA INCOME GUIDELINES FOR FINANCIAL ASSISTANCE**

Income limits are defined and occasionally revised by the U.S. Department of Housing and Urban Development's estimated median family income.

A low-income person or family has a total income which falls between the fifty (50) percent and eighty (80) percent median for the area, adjusted for size.

A very low-income person, family, or household has a total income which falls between thirty (30) and fifty (50) percent of the median income, adjusted for size, of the metropolitan area.

A 30% median-income person, family or household has a total income which is between 0 and thirty (30) percent of the median income, adjusted for size, of the metropolitan area.

The maximum income limits as of June 1, 2021 for the Dubuque Metropolitan Area are as follows:

Household Size	Below 30% AMI	Below 50% AMI	Below 80% AMI	Above 80% AMI
Family Size 1:	<\$16,600	<\$27,600	<\$44,150	>\$44,150
Family Size 2:	<\$18,950	<\$31,550	<\$50,450	>\$50,450
Family Size 3:	<\$21,300	<\$35,500	<\$56,750	>\$56,750
Family Size 4:	<\$23,650	<\$39,400	<\$63,050	>\$63,050
Family Size 5:	<\$25,550	<\$42,600	<\$68,100	>\$68,100
Family Size 6:	<\$27,450	<\$45,750	<\$73,150	>\$73,150
Family Size 7:	<\$29,350	<\$48,900	<\$78,200	>\$78,200
Family Size 8:	<\$31,250	<\$52,050	<\$83,250	>\$83,250

Income limits for CDBG funded programs can be found on the HUD Exchange <https://www.hudexchange.info/resource/5334/cdbg-income-limits/>

Organizations required to verify income are encouraged to use the CPD Income Eligibility Calculator at <https://www.hudexchange.info/incomecalculator/>

**City of Dubuque  
City Council Meeting**

**Action Items # 4.**

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**ITEM TITLE:** Fiscal Year 2022 Purchase of Services Grant Recommendations & Agreements

**SUMMARY:** City Manager recommending approval of the recommended funding for the Fiscal Year 2022 Purchase of Services Grant applications as follows:

- Convivium Urban Farmstead, Free Community Casseroles (\$25,000.00)
- Dubuque YMCA/YWCA Domestic Violence Shelter (\$25,000.00)
- St. Mark Youth Enrichment, Before School Programming (\$25,000.00)
- Red Basket Project, Period Supplies for Those Who Menstruate (\$12,625.00)
- Marita Theisen Childcare Center at Steeple Square, Education and Programming (\$10,000.00)
- Project Rooted, Rooted Pantries (\$2,375.00)

**RESOLUTION** Authorizing Execution of FY22 Purchase of Services Grant Agreements

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

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
FY22 Purchase of Services Grant Recommendations-MVM Memo	City Manager Memo
FY22 POSG Funding Recommendations Staff Memo	Staff Memo
FY22 POSG Resolution	Resolutions
POSG Agreement - Convivium	Supporting Documentation
POSG Agreement - Marita Theisen Childcare Center	Supporting Documentation
POSG Agreement - Project Rooted	Supporting Documentation
POSG Agreement - Red Basket Project	Supporting Documentation
POSG Agreement - St. Mark Youth Enrichment	Supporting Documentation
POSG Agreement - Dubuque Community YMCA/YWCA	Supporting Documentation

**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Fiscal Year 2022 Purchase of Services Grant Recommendations & Agreements

**DATE:** June 30, 2021

The Community Development Advisory Commission recommends the City Council approve the recommended funding for the Fiscal Year 2022 Purchase of Services Grant applications as follows:

- Convivium Urban Farmstead, Free Community Casseroles (\$25,000.00)
- Dubuque YMCA/YWCA Domestic Violence Shelter (\$25,000.00)
- St. Mark Youth Enrichment, Before School Programming (\$25,000.00)
- Red Basket Project, Period Supplies for Those Who Menstruate (\$12,625.00)
- Marita Theisen Childcare Center at Steeple Square, Education and Programming (\$10,000.00)
- Project Rooted, Rooted Pantries (\$2,375.00)

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  
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: Fiscal Year 2022 Purchase of Services Grant Recommendations & Agreements

DATE: June 24, 2021

### **Introduction**

The attached memorandum transmits the Fiscal Year 2022 Purchase of Services Grant funding recommendations as proposed by the Community Development Advisory Commission. Purchase of Services Grant recipients' partner with the City of Dubuque to provide support for human service programs in the City of Dubuque that further the City's goals, objectives, and priorities.

### **Background**

The Fiscal Year 2022 budget provides \$100,000 in general funds for the Purchase of Services Grant competition to fund human service programs and activities.

The City received fourteen applications for funding for a total requested amount of \$292,150.00. A sub-committee from of Community Development Advisory Commission (CDAC) members met to review applications and recommended funding five applicants at full request, and one applicant partially with the remainder of the funding. The CDAC met on Wednesday, June 16, 2021, and accepted the recommendation of the review committee.

### **Discussion**

Grant recipients agree to use Purchase of Services Grant resources to further goals identified by the City Council.

The CDAC recommends funding for the following organizations:

- Convivium Urban Farmstead, Free Community Casseroles (\$25,000.00)
- Dubuque YMCA/YWCA Domestic Violence Shelter (\$25,000.00)
- St. Mark Youth Enrichment, Before School Programming (\$25,000.00)
- Red Basket Project, Period Supplies for Those Who Menstruate (\$12,625.00)
- Marita Theisen Childcare Center at Steeple Square, Education and Programming (\$10,000.00)



- Project Rooted, Rooted Pantries (\$2,375.00)

**Recommendation**

I respectfully request the City Council approve the attached Purchase of Services Grant Agreements with the recommended organizations and authorize the Mayor to execute the contract on behalf of the City.

Prepared by: Maddy Haverland, Community Development Specialist

**RESOLUTION NO. \_\_\_\_-2021**

**RESOLUTION AUTHORIZING EXECUTION OF FY22 PURCHASE OF SERVICES  
GRANT AGREEMENTS.**

Whereas, the following non-profit organizations prepared and submitted requests to provide support for human service programs in the City of Dubuque:

- Convivium Urban Farmstead
- Dubuque YMCA/YWCA
- St. Mark Youth Enrichment
- Red Basket Project
- Marita Theisen Childcare Center at Steeple Square
- Project Rooted; and

Whereas, the City Council approved the Fiscal Year 2022 budget that included the Purchase of Services allocation; and

Whereas, the submissions have been approved by the Community Development Advisory Commission on June 16<sup>th</sup>, 2021; and

Whereas, all services provided will be to a minimum of 51% low/moderate income residents.

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

Section 1. That the Funding Approval/Agreements, authorized by the Community Development Advisory Commission beginning July 7, 2021 for Purchase of Services Grants to the aforementioned organizations be approved.

Section 2. That the Mayor of the City of Dubuque is hereby authorized and directed to execute said Agreement and related documents on behalf of the City of Dubuque, Iowa.

Passed, approved, and adopted this 6th day of July 2021.

Attest

\_\_\_\_\_  
Roy D. Buol, Mayor

\_\_\_\_\_  
Adrienne Breitfelder, City Clerk



**SUBRECIPIENT AGREEMENT BETWEEN  
THE CITY OF DUBUQUE  
AND  
CONVIVUM URBAN FARMSTEAD**

THIS SUBRECIPIENT AGREEMENT is entered into by and between the City of Dubuque (herein called the "City") and Convivium Urban Farmstead (herein called the "Subrecipient"), effective upon the date last signed below.

WHEREAS, the City Council has approved the Fiscal Year 2022 budget, allocating \$100,000.00 for competitive Purchase of Services Grants for the purpose of providing support for human service programs in the City of Dubuque that further the City's goals, objectives, and priorities; and

WHEREAS, the City wishes to engage Subrecipient to assist the City in utilizing such funds to assist Subrecipient with programming,

WHEREAS, both the City and the Subrecipient desire to make a written agreement with respect to said funds and the implementation of the project to which they pertain; and

WHEREAS, both the City and the Subrecipient certify that the activity will meet the CDBG National Objective of benefit to low- and moderate-income persons,

NOW, THEREFORE, in consideration of the mutual promises of the parties, it is agreed as follows:

**A. STATEMENT OF WORK**

**1. Activities**

The Subrecipient will be responsible for administering a public service, detailed in Exhibit A, in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. The scope of activities to be rendered by the Subrecipient as a condition of receiving funds for the Project/Activity pursuant to this Contract is attached as Exhibit A hereto and made a part of this Contract.

**2. National Objectives**

The Subrecipient will carry out the activities funded under this Agreement that meet the CDBG program's National Objective of:

- ☒ **Assisting low and moderate-income persons, said income guidelines found in Exhibit B**
- ☐ Aid in the prevention or elimination of slums or blight

- ☐ Meet community development needs having a particular urgency, as defined in 24 CFR 570.208.
- ☐ Other (Explain) \_\_\_\_\_

3. Project Budget

The City agrees, subject to the terms and conditions of this Agreement, to compensate the Subrecipient for the Statement of Work outlined in Exhibit A, providing Free Community Casseroles and expanding neighborhood gardens, not to exceed \$25,000.00.

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

4. Reallocations

The Subrecipient may reallocate up to ten percent (10%) of the total grant amount received to an eligible activity cost. Such reallocation will be referred to as a revision. The Subrecipient must, prior to the drawdown reflecting the change, contact the City to discuss the reallocation. Any change that results in a cumulative reallocation of ten percent (10%) or more of the total grant, any inclusion of a new activity, deletion of an approved activity, any change in the implementation schedule, or any change in grant terms will require an amendment and prior City approval per Section E (7) of this Agreement. Such reallocation will be referred to as an amendment. Requests for revisions or amendments are due no later than March 31 of the program year. Budget revisions or amendments requested during the final ninety (90) days of the agreement period will be approved by the City only if it determines that the revisions are necessary to complete project activities.

5. Retainage

Five percent (5%) of the total grant amount may be retained from payment until such report of audit referenced in Section B (7) of this Agreement, has been provided to, and accepted by the City. No audit fees will be reimbursed by the City.

6. Term and Time of Performance

Services of the Subrecipient shall start on July 1, 2021 and end on June 30, 2022. All the required activities and services, except for audit, will be completed by or before this date. The City may grant extensions at its sole discretion. Only a valid written Amendment to the Agreement shall alter this completion date. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income.

#### 7. Performance Measures and Monitoring

In compliance with the Department of Housing & Urban Development's Outcome Performance measurement system (24CFR 91.220(e))

The City will monitor the performance of the Subrecipient against goals and required performance standards. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period after being notified by the City, agreement suspension or termination procedures will be initiated.

#### 8. On Site Monitoring

The Subrecipient shall be subject to site visits, desktop monitoring, or other methods of monitoring as deemed necessary by personnel of the City, or a designee of the City or duly authorized officials of federal government, for the purpose of monitoring the Subrecipient's delivery of services and compliance with terms of the agreement and federal standards that pertain to federally funded grant activities. Review may include but are not limited to: agency and program policies, procedures, standards, handbooks and operational documents; accounting books and records for financial management and documentation of program costs such as time sheets and mileage logs; verification records of the persons to participate or benefit from grant funded activities; documentation of report data and other program progress; and records demonstrating procurement procedures and property management. The reviewers will have access to and the right to examine, audit, duplicate, excerpt and/or transcribe any of the Subrecipient's records pertaining to all matters covered by this Agreement. The Subrecipient shall be subject to subsequent site visits to review correction of any deficiencies.

### **B. RECORDS AND REPORTS**

#### 1. Maintenance



The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 and by the City that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities, individuals, or households;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program, such as
- f) Financial records as required by 24 CFR Part 570.502, and 24 CFR 84.21-28;
- g) Other records necessary to document compliance with Subpart K of 24 CFR 570;
- h) A list of current board members, calendar of upcoming board meetings and minutes of all board meetings; and
- i) Equity metrics on race, income, and head of household.

## 2. Retention

The Subrecipient agrees to keep the records required by this Agreement. The Subrecipient shall retain all records for a period of five (5) years. The retention period begins on the date of submission of the City's annual performance and evaluation report to HUD in which activities assisted under this agreement are reported for the final time. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Properties retained shall continue to meet eligibility criteria and shall conform with the "reversion of assets" restrictions specified in Section G of this Agreement. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

The list of current board members and minutes of all board meetings will be kept on file and maintained at the Subrecipient's main business office as public records. The minutes and board member list shall be available for the public to view during the Subrecipient's normal working hours. Copies may be provided according to the Subrecipient's policy.

3. Client Data. Subrecipient shall maintain Client Data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, income level or other basis for determining eligibility, and description of service provided, racial and ethnic data and single head-of-household data, and any other records pertaining to CDBG funds as required by 2 CFR Part 200. In addition, data will be retained for affordability and income targeting for each household. Such information shall be made available to City monitors or their designees for review upon request.
4. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the city's or Subrecipient's responsibilities with respect to services provided under this contract may be prohibited by federal or state law unless written consent is obtained from such person receiving service and in the case of a minor, that of a responsible parent/guardian.
5. Reporting Procedures  
The Subrecipient will submit quarterly reports to the City detailing its activities related to the use of City funds including a performance report and a financial report outlining the use of City funds and shall be submitted no later than the fifteenth (15<sup>th</sup>) day of October, January, April, and July and a final performance report by July 31<sup>st</sup>, in such forms as the City requires. In the event a due date for a report falls on a weekend or holiday, the report will be due the next business day. The Subrecipient shall provide information upon request for preparation of the Consolidated Plan, the CAPER, and any other reports or plans required by the City or HUD.
6. Close-out  
The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.
7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, its designees or the federal government, at any time during normal business hours, as often as the City or federal government deems necessary to audit, examine, and duplicate or make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within timeframe stipulated by the City. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Subrecipient hereby agrees to have an annual agency audit conducted by a certified accountant according to Generally Accepted Government Auditing Standards. Agencies that had total expenses less than \$150,000 on the audit for the most recently audited fiscal year and had no deficiencies or findings on that audit or subsequent monitoring visits may be eligible to submit an audit every other year subject to written approval from the City. This written approval, if granted, will be included in Exhibit E. Additionally, if the agency meets the thresholds established in 2 CFR Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Subpart F the audit will be performed as a Single Audit. The subrecipient agrees to follow any other audit procedures as established by the City. The completed audit, audited financial statements, schedule of findings, all related reports, the management letter from the auditor to the Subrecipient, and the Subrecipient's response(s) to the auditor (if required by the audit) must be provided to the City within six (6) months of the Subrecipient's fiscal year-end. No audit fees will be reimbursed under this CDBG agreement by the City.

## 8. Payment

### a. Maximum Amount and Drawdowns

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed the amount stipulated in Section 3 of this Agreement. Drawdowns for the payment of eligible expenses are reimbursement only and shall be made in accordance with any City policy concerning payments.

### b. Financial Management System Certification

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The entire amount of allowable grant expenses (including those to be paid with program income) shall be supported by source documentation (e.g., invoices, time sheets, receipts, etc.). The City reserves the right to request any additional documentation, as it deems necessary.

c. Reimbursement Schedule

The Subrecipient may requisition a reimbursement of expenses. Such reimbursement requests must include proof of payment of the requested expense. Request for salary reimbursement must be within 30 days from end of pay period. Other requests dated within 60 days from date of service/purchase will be accepted. Final request must be submitted by June 15, 2022.

C. **PROGRAM INCOME**

The Subrecipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds. The documentation, reporting and use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR Part 200 for activities permitted under this agreement. Requests for funds shall be reduced by the amount of any such program income balances on hand. Any program income on hand when this Agreement expires, or received after this Agreement's expiration, shall, at the City's discretion, be returned to the City or used by the Subrecipient for eligible activities as identified in an agreement that becomes effective upon expiration of this Agreement. Any interest earned from funds held in a revolving fund account is not program income and shall be remitted to the City which will, in turn, remit it to HUD.

D. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable. These principles shall be applied for all costs incurred.

3. Procurement

The Subrecipient shall have its own procurement policies and procedures. Said policies shall meet the requirements of 2 CFR Part 200 Subpart D Procurement Standards. The Subrecipient shall follow Management Standards as modified by 24 CFR 570.502(b) (3) (vi), covering use and disposition of property.

4. Copyright

If this Agreement results in any copyrightable material or inventions, the City and/or federal government reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work or materials for government purposes.

**E. OTHER PROGRAM REQUIREMENTS**

1. General Compliance

The Subrecipient agrees to comply with the requirements of 24 CFR 570. The Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing its operations and the funds provided under this Agreement. The Subrecipient agrees to remain current on all applicable taxes, assessments and other governmental charges and to maintain all Subrecipient owned property(ies) in compliance with all applicable City Codes. The Subrecipient further agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.

2. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Except for the benefits and stipulated amounts indicated under this Agreement, the City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent contractor.

The Subrecipient shall be responsible for hiring all program personnel. All such personnel shall be considered to be employees of the Subrecipient.

3. Hold Harmless and Indemnification

The Subrecipient, its agents and any assignees shall agree to hold harmless and indemnify the City and its agents, officials and employees against all suits, claims, damages, and losses, including attorney fees that may be based on any injury to person or property due to negligent acts, errors or omissions of the Subrecipient.

4. Worker's Compensation

The Subrecipient shall provide Worker's Compensation Insurance coverage per Iowa State Code, Chapter 85.

5. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or physical damage.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48 and any applicable state and local requirements for insurance and bonding. Subrecipient shall meet the strictest standard for bonding and insurance coverage.

6. City Recognition

The Subrecipient shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities, and items used pursuant to this Agreement shall be prominently labeled as to funding source. In the event that a program funded through CDBG is described in literature, newspaper articles, TV reports and other public medium, the Subrecipient must give credit to the City and the CDBG program.

7. Amendments

The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by a duly authorized representative of both organizations. The deadline for amendments in any program year is March 31, unless extended at the sole discretion of the City in extraordinary circumstances. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Subrecipient.

8. **RELOCATION, PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the



requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Recipient ordinances, resolutions and policies concerning the displacement of persons from their residences.

#### 9. Federal, State, and Local Law Applicability

By virtue of the federal funding provided for under this agreement, the parties hereto shall be bound by and adhere to all applicable federal, state, and local laws, rules, policies, orders and directions, including by way of specification but not limited to the following:

- Title VI of the Civil Rights Act of 1964, as amended;
- The Fair Housing Act – Title VIII of the Civil Rights Act of 1968, as amended;
- Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended (;
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended;
- Section 504 of the Rehabilitation Act of 1973,
- The Americans with Disabilities Act of 1990, as amended;
- Section 3 of the Housing & Community Development Act of 1968 (12 U.S.C. 1701u);
- The Age Discrimination Act of 1975, as amended;
- Executive Order 11063, as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Executive Order 11246 (as amended by Executive Orders 11375 and 12086) – Equal Opportunity Under HUD contracts and HUD-assisted construction Contracts;
- Age Discrimination in Employment Act of 1967, as amended.
- Chapter 216 of the Iowa Civil Rights Act of 1965, as amended
- The Equal Pay Act of 1963, as amended.
- The Civil Rights Act of 1991, as amended
- Davis-Bacon Act, as amended, where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended;
- Contract Work Hours and Safety Standards Act;
- Copeland Anti-Kickback Act;
- CARES Act of 2020;
- Iowa Civil Rights Act of 1965, as amended;
- Dubuque Civil Rights Ordinance, City of Dubuque Code of Ordinances, Title 8, and.
- Others as applicable

and shall include compliance with these provisions in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subcontractors.

#### 10. Nondiscrimination

No person shall be excluded from or denied the benefits of Subrecipient's service or programs or be denied employment on the basis of race, color, religion, creed, sex, sexual orientation, gender identity, national origin, ancestry, age, mental or physical disability, marital status or familial status. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination and state that it is an Equal Opportunity or Affirmative Action employer.

#### 11. W/MBE

The Subrecipient will use its best efforts to afford minority – and women-owned business enterprises (at least fifty-one (51) percent owned and controlled by minority group member or women) the maximum practicable opportunity to participate in the performance of this Agreement.

#### 12. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Recipient and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

#### 13. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due from to the subrecipient from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City. No real property acquired, improved or otherwise invested in with CDBG funds, including loan portfolios attributable to the use of CDBG funds, may be assigned, transferred or sold without the prior written consent of the City thereto.

#### 14. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 and 2 CFR Part 200 with respect to conflicts of interest. Requests for exceptions, as permitted by federal regulations, must be made in the manner prescribed by the City.

#### 15. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

#### 16. Lobbying

The Subrecipient hereby certifies that:

- a. No federal funds appropriated under this agreement have been paid or will be paid, by or on behalf of it, 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;

- d. 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.C. 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 such failure.

17. Restrictions

The Subrecipient is prohibited from using CDBG funds or personnel employed in the administration of the program for political purposes, or to engage in other partisan political activities, sectarian, or religious activities or nepotism activities.

18. Environmental Standards

24 CFR Part 58; 24 CFR 570.604; and Section 104(g) HCD

The Subrecipient agrees to comply with the policies of the National Environmental Policy Act of 1969. The purpose of this Act is to attain the widest use of the environment without degradation, risk to health or safety or other undesirable and unintended consequences.

19. Air, Water and Solid Waste

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The Clean Air Act, 42 U.S.C. 7401, et seq., as amended.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et seq., and 21 U.S.C. 349) as amended;
- 42, U.S.C. 6901 et seq., as amended.

20. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes, including rehabilitation.

## 21. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven (7). The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

## 22. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended and the procedures set forth by the Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a federal, state, or local historic property list.

## **F. REMEDIES FOR NON-COMPLIANCE AND TERMINATION**

### 1. Remedies for Noncompliance

If the City at any time determines the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referred to herein, the City may use any or all of the remedies allowed under 2 CFR Part 200.338 and 200.339 to ensure compliance. The City may also impose additional specific award conditions as needed at any time to ensure compliance in accordance with 2 CFR Part 200.207. Possible remedies include:

#### a. Warning

Issuance of a written warning citing the violation that has occurred, and a deadline when the violation must be remedied if it is still occurring.

#### b. Withholding Payment

Withholding of funds by the City until the Subrecipient is found to be in compliance by the City.

c. Grant Adjustment

Adjustment in the payment method or reduction of the grant to the Subrecipient when there is noncompliance and the violation cited has not been remedied as specified.

d. Reimbursement

Reimbursement by the Subrecipient with non-CDBG funds for CDBG funds which have not been spent in accordance with this Agreement.

e. Termination

Termination of funds in whole or in part by the City if the Subrecipient materially fails to comply with any term or condition of this Agreement or with any of the rules, regulations or provisions referred to herein, or for cause as allowed in 2 CFR Part 200.339. In the event of termination of this award, in accordance with 2 CFR Part 200.340(c), the information required under the Federal Funding Accountability and Transparency Act (FFATA) must be provided to the Federal Web site established to fulfill the requirements of FFATA, and update or notification must be provided to any other relevant governmentwide systems or entities of any indications of poor performance as required by 41 U.S.C. 417b and 31 U.S.C. 3321 and implementing guidance at 2 CFR Part 77. Additionally, the requirements for Suspension and Debarment at 2 CFR Part 180 may apply.

f. Nonparticipation

Prohibition of the Subrecipient from future participation in the CDBG program if the Subrecipient has not complied with the action administered by the City.

g. Termination for Convenience

This Agreement may be terminated in whole or in part by either party upon providing the other party a written, ninety (90) day notice, in which case the City and Subrecipient shall agree upon the termination conditions, including the effective date, the disposition of agreement amounts, and in the case of partial termination the portion to be terminated. However, if, in the case of partial termination, the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, and the award is terminated in its entirety, Subrecipient shall promptly repay to the City the full grant amount or that portion of the amount which has been disbursed to Subrecipient prior to such termination.



#### h. Termination due to Loss of Funds

This Agreement will terminate in full or in part, at the discretion of the City, in the event the City suffers a loss of funding or termination of the federal funds which permits it to fund this grant. In the event the City suffers such a loss of funding, the City will give the Subrecipient as much written notice as possible which will set forth the effective date of full or partial termination, or if a change in funding is required, setting forth the change in funding and the changes in approved budget.

### **G. REVERSION OF ASSETS**

#### 1. Program Assets Reversion

Upon the expiration of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement, unless addressed under another agreement as provided in Section C.

#### 2. Real Property Reversion

Any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan) in excess of \$25,000 shall comply with either of the following:

##### a. National Objective Compliance

Used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by the City; or

##### b. National Objective Noncompliance

Not used in accordance with Section G (2) (a) of this Agreement, in which event the Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City. (No payment is required after the period of time specified in Section G (2) (a) of this Agreement.)

### **H. MISCELLANEOUS**

## 1. Subrecipient Legal Authority

By using this Agreement, the Subrecipient warrants and represents that it has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder.

## 2. Waiver

- a. No conditions or provisions of this Agreement can be waived unless approved by the City in writing.
- b. The City's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach will not constitute a waiver of any rights under this Agreement.

## 3. Designation of Officials

City designates the City Manager or the City Manager's designee as its authorized representative with respect to the work to be performed under this Agreement including, but not limited to, the ability to execute any changes in the terms, conditions, or amounts specified in this Agreement .

The Board Chair of the Subrecipient or designee is the official authorized to execute any changes in the terms, conditions or amounts specified in this Agreement.

## 4. Special Conditions for Release of Funds

Funding of the amount stipulated in Section 3 will not be released to the Subrecipient by the City until the Subrecipient demonstrates compliance with the Section D (1).

## 5. Duplication of Benefits, CARES Act.

Subrecipient understands the 2020 CARES Act requires the City to monitor and track assistance awards and if City identifies a duplication of benefits provided to Subrecipient, Subrecipient agrees to repay assistance that is determined to be duplicative.

## 6. Code of Conduct

The City expects that Subrecipients and any subcontractors of Subrecipients to demonstrate courtesy, consideration and promptness in dealing with the public, program participants, the City, and other governmental agencies.

## 7. Agreement Coverage

This instrument along with any Exhibits and the grant application contain the entire agreement between the parties. Any statements, inducements or promises not contained will not be binding upon the parties. This Agreement will be binding upon the successors in office of the respective parties.

8. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

9. Notice to Proceed

The City will issue a Notice to Proceed to the Subrecipient to incur costs relative to the program implementation.

10. Exhibits.

All Exhibits are hereby incorporated into this Agreement.

11. Notices

Notices required by this Agreement shall be in writing and delivered via mail, commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

**City**

Madeline Haverland  
Community Development Specialist  
Housing & Community Dev. Dept  
350 W. 6<sup>th</sup> Street, Suite 312  
Dubuque, IA 52001

**Subrecipient**

Leslie Shalabi  
Convivium Urban Farmstead  
2811 Jackson Street  
Dubuque, IA 52001

12. Compliance with Laws. Subrecipient shall be responsible for laws at the federal, state, and local level.

13. Governing Law. This Agreement is a contract executed under and to be construed under the laws of the State of Iowa. Any legal action arising out of or related to this Lease shall be brought in a court of competent jurisdiction in Dubuque County, Iowa.

14. Section Headings and Subheadings.

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

15. CONTRACTOR WARRANTIES/GUARANTEES Contractors shall guarantee and warranty the work done pursuant to a CDBG project for a period of two (2) years. In addition, Contractor shall furnish property owners with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day of July 6, 2021.

CITY OF DUBUQUE, IOWA,  
50 W 13<sup>th</sup> Street  
Dubuque, Iowa 52001

Convivium Urban Farmstead, Subrecipient  
2811 Jackson St.  
Dubuque, IA 52001

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Signature

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Signature  
Executive Director

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Printed Name  
Mayor

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Printed Name  
Executive Director

---

Signature  
Chair, Board of Directors

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Printed Name  
Chair, Board of Directors

## **LIST OF EXHIBITS**

<b>EXHIBIT A</b>	<b>STATEMENT OF WORK</b>
<b>EXHIBIT B</b>	<b>INCOME GUIDELINES</b>

## **EXHIBIT A**

### **STATEMENT OF WORK**

Convivium Urban Farmstead will provide the following services:

- Continue and expand the Free Casseroles for Community program,
- Provide approximately 1,000 fully cooked meals to 185 families each week,
- Expand neighborhood garden space to grow vegetables for this purpose.

Limited Clientele activities benefit a specific targeted group of persons of which at least 51 percent must be LMI. In order to meet the LMI Limited Clientele criteria, the activity must:

- Serve at least 51 percent LMI, as evidenced by documentation and data concerning beneficiary family size and income;
- Have income-eligibility requirements which limit the service to persons meeting the LMI income requirement, as evidenced by the administering agency's procedures, intake/application forms, income limits, and other sources of documentation;
- Serve a group primarily presumed to be LMI such as abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, persons living with AIDS and migrant farm workers; or
- Be of such a nature and in a location that it may be concluded that the activity's clientele are LMI.



## **EXHIBIT B INCOME GUIDELINES**

### **CITY OF DUBUQUE, IA INCOME GUIDELINES FOR FINANCIAL ASSISTANCE**

Income limits are defined and occasionally revised by the U.S. Department of Housing and Urban Development's estimated median family income.

A low-income person or family has a total income which falls between the fifty (50) percent and eighty (80) percent median for the area, adjusted for size.

A very low-income person, family, or household has a total income which falls between thirty (30) and fifty (50) percent of the median income, adjusted for size, of the metropolitan area.

A 30% median-income person, family or household has a total income which is between 0 and thirty (30) percent of the median income, adjusted for size, of the metropolitan area.

The maximum income limits as of June 1, 2021 for the Dubuque Metropolitan Area are as follows:

Household Size	Below 30% AMI	Below 50% AMI	Below 80% AMI	Above 80% AMI
Family Size 1:	<\$16,600	<\$27,600	<\$44,150	>\$44,150
Family Size 2:	<\$18,950	<\$31,550	<\$50,450	>\$50,450
Family Size 3:	<\$21,300	<\$35,500	<\$56,750	>\$56,750
Family Size 4:	<\$23,650	<\$39,400	<\$63,050	>\$63,050
Family Size 5:	<\$25,550	<\$42,600	<\$68,100	>\$68,100
Family Size 6:	<\$27,450	<\$45,750	<\$73,150	>\$73,150
Family Size 7:	<\$29,350	<\$48,900	<\$78,200	>\$78,200
Family Size 8:	<\$31,250	<\$52,050	<\$83,250	>\$83,250

Income limits for CDBG funded programs can be found on the HUD Exchange <https://www.hudexchange.info/resource/5334/cdbg-income-limits/>

Organizations required to verify income are encouraged to use the CPD Income Eligibility Calculator at <https://www.hudexchange.info/incomecalculator/>

**SUBRECIPIENT AGREEMENT BETWEEN  
THE CITY OF DUBUQUE  
AND  
MARITA THEISEN CHILDCARE CENTER AT STEEPLE SQUARE**

THIS SUBRECIPIENT AGREEMENT is entered into by and between the City of Dubuque (herein called the "City") and Marita Theisen Childcare Center at Steeple Square (herein called the "Subrecipient"), effective upon the date last signed below.

WHEREAS, the City Council has approved the Fiscal Year 2022 budget, allocating \$100,000.00 for competitive Purchase of Services Grants for the purpose of providing support for human service programs in the City of Dubuque that further the City's goals, objectives, and priorities; and

WHEREAS, the City wishes to engage Subrecipient to assist the City in utilizing such funds to assist Subrecipient with programming,

WHEREAS, both the City and the Subrecipient desire to make a written agreement with respect to said funds and the implementation of the project to which they pertain; and

WHEREAS, both the City and the Subrecipient certify that the activity will meet the CDBG National Objective of benefit to low- and moderate-income persons,

NOW, THEREFORE, in consideration of the mutual promises of the parties, it is agreed as follows:

**A. STATEMENT OF WORK**

1. Activities

The Subrecipient will be responsible for administering a public service, detailed in Exhibit A, in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. The scope of activities to be rendered by the Subrecipient as a condition of receiving funds for the Project/Activity pursuant to this Contract is attached as Exhibit A hereto and made a part of this Contract.

2. National Objectives

The Subrecipient will carry out the activities funded under this Agreement that meet the CDBG program's National Objective of:

- ☒ **Assisting low and moderate-income persons, said income guidelines found in Exhibit B**
- ☐ Aid in the prevention or elimination of slums or blight

- ☐ Meet community development needs having a particular urgency, as defined in 24 CFR 570.208.
- ☐ Other (Explain) \_\_\_\_\_

### 3. Project Budget

The City agrees, subject to the terms and conditions of this Agreement, to compensate the Subrecipient for the Statement of Work outlined in Exhibit A, providing childcare services and contributing to the local workforce by increasing wages for employees, not to exceed \$10,000.00.

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

### 4. Reallocations

The Subrecipient may reallocate up to ten percent (10%) of the total grant amount received to an eligible activity cost. Such reallocation will be referred to as a revision. The Subrecipient must, prior to the drawdown reflecting the change, contact the City to discuss the reallocation. Any change that results in a cumulative reallocation of ten percent (10%) or more of the total grant, any inclusion of a new activity, deletion of an approved activity, any change in the implementation schedule, or any change in grant terms will require an amendment and prior City approval per Section E (7) of this Agreement. Such reallocation will be referred to as an amendment. Requests for revisions or amendments are due no later than March 31 of the program year. Budget revisions or amendments requested during the final ninety (90) days of the agreement period will be approved by the City only if it determines that the revisions are necessary to complete project activities.

### 5. Retainage

Five percent (5%) of the total grant amount may be retained from payment until such report of audit referenced in Section B (7) of this Agreement, has been provided to, and accepted by the City. No audit fees will be reimbursed by the City.

### 6. Term and Time of Performance

Services of the Subrecipient shall start on July 1, 2021 and end on June 30, 2022. All the required activities and services, except for audit, will be completed by or before this date. The City may grant extensions at its sole discretion. Only a valid written Amendment to the Agreement shall alter this completion date. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income.

#### 7. Performance Measures and Monitoring

In compliance with the Department of Housing & Urban Development's Outcome Performance measurement system (24CFR 91.220(e))

The City will monitor the performance of the Subrecipient against goals and required performance standards. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period after being notified by the City, agreement suspension or termination procedures will be initiated.

#### 8. On Site Monitoring

The Subrecipient shall be subject to site visits, desktop monitoring, or other methods of monitoring as deemed necessary by personnel of the City, or a designee of the City or duly authorized officials of federal government, for the purpose of monitoring the Subrecipient's delivery of services and compliance with terms of the agreement and federal standards that pertain to federally funded grant activities. Review may include but are not limited to: agency and program policies, procedures, standards, handbooks and operational documents; accounting books and records for financial management and documentation of program costs such as time sheets and mileage logs; verification records of the persons to participate or benefit from grant funded activities; documentation of report data and other program progress; and records demonstrating procurement procedures and property management. The reviewers will have access to and the right to examine, audit, duplicate, excerpt and/or transcribe any of the Subrecipient's records pertaining to all matters covered by this Agreement. The Subrecipient shall be subject to subsequent site visits to review correction of any deficiencies.

### **B. RECORDS AND REPORTS**

#### 1. Maintenance

The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 and by the City that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities, individuals, or households;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program, such as
- f) Financial records as required by 24 CFR Part 570.502, and 24 CFR 84.21-28;
- g) Other records necessary to document compliance with Subpart K of 24 CFR 570;
- h) A list of current board members, calendar of upcoming board meetings and minutes of all board meetings; and
- i) Equity metrics on race, income, and head of household.

## 2. Retention

The Subrecipient agrees to keep the records required by this Agreement. The Subrecipient shall retain all records for a period of five (5) years. The retention period begins on the date of submission of the City's annual performance and evaluation report to HUD in which activities assisted under this agreement are reported for the final time. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Properties retained shall continue to meet eligibility criteria and shall conform with the "reversion of assets" restrictions specified in Section G of this Agreement. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

The list of current board members and minutes of all board meetings will be kept on file and maintained at the Subrecipient's main business office as public records. The minutes and board member list shall be available for the public to view during the Subrecipient's normal working hours. Copies may be provided according to the Subrecipient's policy.

3. Client Data. Subrecipient shall maintain Client Data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, income level or other basis for determining eligibility, and description of service provided, racial and ethnic data and single head-of-household data, and any other records pertaining to CDBG funds as required by 2 CFR Part 200. In addition, data will be retained for affordability and income targeting for each household. Such information shall be made available to City monitors or their designees for review upon request.
4. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the city's or Subrecipient's responsibilities with respect to services provided under this contract may be prohibited by federal or state law unless written consent is obtained from such person receiving service and in the case of a minor, that of a responsible parent/guardian.
5. Reporting Procedures  
The Subrecipient will submit quarterly reports to the City detailing its activities related to the use of City funds including a performance report and a financial report outlining the use of City funds and shall be submitted no later than the fifteenth (15<sup>th</sup>) day of October, January, April, and July and a final performance report by July 31<sup>st</sup>, in such forms as the City requires. In the event a due date for a report falls on a weekend or holiday, the report will be due the next business day. The Subrecipient shall provide information upon request for preparation of the Consolidated Plan, the CAPER, and any other reports or plans required by the City or HUD.
6. Close-out  
The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.
7. Audits & Inspections



All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, its designees or the federal government, at any time during normal business hours, as often as the City or federal government deems necessary to audit, examine, and duplicate or make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within timeframe stipulated by the City. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Subrecipient hereby agrees to have an annual agency audit conducted by a certified accountant according to Generally Accepted Government Auditing Standards. Agencies that had total expenses less than \$150,000 on the audit for the most recently audited fiscal year and had no deficiencies or findings on that audit or subsequent monitoring visits may be eligible to submit an audit every other year subject to written approval from the City. This written approval, if granted, will be included in Exhibit E. Additionally, if the agency meets the thresholds established in 2 CFR Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Subpart F the audit will be performed as a Single Audit. The subrecipient agrees to follow any other audit procedures as established by the City. The completed audit, audited financial statements, schedule of findings, all related reports, the management letter from the auditor to the Subrecipient, and the Subrecipient's response(s) to the auditor (if required by the audit) must be provided to the City within six (6) months of the Subrecipient's fiscal year-end. No audit fees will be reimbursed under this CDBG agreement by the City.

## 8. Payment

### a. Maximum Amount and Drawdowns

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed the amount stipulated in Section 3 of this Agreement. Drawdowns for the payment of eligible expenses are reimbursement only and shall be made in accordance with any City policy concerning payments.

### b. Financial Management System Certification

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The entire amount of allowable grant expenses (including those to be paid with program income) shall be supported by source documentation (e.g., invoices, time sheets, receipts, etc.). The City reserves the right to request any additional documentation, as it deems necessary.

c. Reimbursement Schedule

The Subrecipient may requisition a reimbursement of expenses. Such reimbursement requests must include proof of payment of the requested expense. Request for salary reimbursement must be within 30 days from end of pay period. Other requests dated within 60 days from date of service/purchase will be accepted. Final request must be submitted by June 15, 2022.

C. **PROGRAM INCOME**

The Subrecipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds. The documentation, reporting and use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR Part 200 for activities permitted under this agreement. Requests for funds shall be reduced by the amount of any such program income balances on hand. Any program income on hand when this Agreement expires, or received after this Agreement's expiration, shall, at the City's discretion, be returned to the City or used by the Subrecipient for eligible activities as identified in an agreement that becomes effective upon expiration of this Agreement. Any interest earned from funds held in a revolving fund account is not program income and shall be remitted to the City which will, in turn, remit it to HUD.

D. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable. These principles shall be applied for all costs incurred.

3. Procurement

The Subrecipient shall have its own procurement policies and procedures. Said policies shall meet the requirements of 2 CFR Part 200 Subpart D Procurement Standards. The Subrecipient shall follow Management Standards as modified by 24 CFR 570.502(b) (3) (vi), covering use and disposition of property.

4. Copyright

If this Agreement results in any copyrightable material or inventions, the City and/or federal government reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work or materials for government purposes.

**E. OTHER PROGRAM REQUIREMENTS**

1. General Compliance

The Subrecipient agrees to comply with the requirements of 24 CFR 570. The Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing its operations and the funds provided under this Agreement. The Subrecipient agrees to remain current on all applicable taxes, assessments and other governmental charges and to maintain all Subrecipient owned property(ies) in compliance with all applicable City Codes. The Subrecipient further agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.

2. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Except for the benefits and stipulated amounts indicated under this Agreement, the City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent contractor.

The Subrecipient shall be responsible for hiring all program personnel. All such personnel shall be considered to be employees of the Subrecipient.

3. Hold Harmless and Indemnification

The Subrecipient, its agents and any assignees shall agree to hold harmless and indemnify the City and its agents, officials and employees against all suits, claims, damages, and losses, including attorney fees that may be based on any injury to person or property due to negligent acts, errors or omissions of the Subrecipient.

4. Worker's Compensation

The Subrecipient shall provide Worker's Compensation Insurance coverage per Iowa State Code, Chapter 85.

5. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or physical damage.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48 and any applicable state and local requirements for insurance and bonding. Subrecipient shall meet the strictest standard for bonding and insurance coverage.

6. City Recognition

The Subrecipient shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities, and items used pursuant to this Agreement shall be prominently labeled as to funding source. In the event that a program funded through CDBG is described in literature, newspaper articles, TV reports and other public medium, the Subrecipient must give credit to the City and the CDBG program.

7. Amendments

The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by a duly authorized representative of both organizations. The deadline for amendments in any program year is March 31, unless extended at the sole discretion of the City in extraordinary circumstances. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Subrecipient.

8. **RELOCATION, PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the

requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Recipient ordinances, resolutions and policies concerning the displacement of persons from their residences.

#### 9. Federal, State, and Local Law Applicability

By virtue of the federal funding provided for under this agreement, the parties hereto shall be bound by and adhere to all applicable federal, state, and local laws, rules, policies, orders and directions, including by way of specification but not limited to the following:

- Title VI of the Civil Rights Act of 1964, as amended;
- The Fair Housing Act – Title VIII of the Civil Rights Act of 1968, as amended;
- Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended (;
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended;
- Section 504 of the Rehabilitation Act of 1973,
- The Americans with Disabilities Act of 1990, as amended;
- Section 3 of the Housing & Community Development Act of 1968 (12 U.S.C. 1701u);
- The Age Discrimination Act of 1975, as amended;
- Executive Order 11063, as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Executive Order 11246 (as amended by Executive Orders 11375 and 12086) – Equal Opportunity Under HUD contracts and HUD-assisted construction Contracts;
- Age Discrimination in Employment Act of 1967, as amended.
- Chapter 216 of the Iowa Civil Rights Act of 1965, as amended
- The Equal Pay Act of 1963, as amended.
- The Civil Rights Act of 1991, as amended
- Davis-Bacon Act, as amended, where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended;
- Contract Work Hours and Safety Standards Act;
- Copeland Anti-Kickback Act;
- CARES Act of 2020;
- Iowa Civil Rights Act of 1965, as amended;
- Dubuque Civil Rights Ordinance, City of Dubuque Code of Ordinances, Title 8, and.
- Others as applicable

and shall include compliance with these provisions in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subcontractors.

#### 10. Nondiscrimination

No person shall be excluded from or denied the benefits of Subrecipient's service or programs or be denied employment on the basis of race, color, religion, creed, sex, sexual orientation, gender identity, national origin, ancestry, age, mental or physical disability, marital status or familial status. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination and state that it is an Equal Opportunity or Affirmative Action employer.

#### 11. W/MBE

The Subrecipient will use its best efforts to afford minority – and women-owned business enterprises (at least fifty-one (51) percent owned and controlled by minority group member or women) the maximum practicable opportunity to participate in the performance of this Agreement.

#### 12. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Recipient and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

#### 13. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due from to the subrecipient from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City. No real property acquired, improved or otherwise invested in with CDBG funds, including loan portfolios attributable to the use of CDBG funds, may be assigned, transferred or sold without the prior written consent of the City thereto.



#### 14. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 and 2 CFR Part 200 with respect to conflicts of interest. Requests for exceptions, as permitted by federal regulations, must be made in the manner prescribed by the City.

#### 15. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

#### 16. Lobbying

The Subrecipient hereby certifies that:

- a. No federal funds appropriated under this agreement have been paid or will be paid, by or on behalf of it, 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;

- d. 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.C. 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 such failure.

17. Restrictions

The Subrecipient is prohibited from using CDBG funds or personnel employed in the administration of the program for political purposes, or to engage in other partisan political activities, sectarian, or religious activities or nepotism activities.

18. Environmental Standards

24 CFR Part 58; 24 CFR 570.604; and Section 104(g) HCD

The Subrecipient agrees to comply with the policies of the National Environmental Policy Act of 1969. The purpose of this Act is to attain the widest use of the environment without degradation, risk to health or safety or other undesirable and unintended consequences.

19. Air, Water and Solid Waste

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The Clean Air Act, 42 U.S.C. 7401, et seq., as amended.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et seq., and 21 U.S.C. 349) as amended;
- 42, U.S.C. 6901 et seq., as amended.

20. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes, including rehabilitation.

## 21. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven (7). The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

## 22. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended and the procedures set forth by the Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a federal, state, or local historic property list.

## **F. REMEDIES FOR NON-COMPLIANCE AND TERMINATION**

### 1. Remedies for Noncompliance

If the City at any time determines the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referred to herein, the City may use any or all of the remedies allowed under 2 CFR Part 200.338 and 200.339 to ensure compliance. The City may also impose additional specific award conditions as needed at any time to ensure compliance in accordance with 2 CFR Part 200.207. Possible remedies include:

#### a. Warning

Issuance of a written warning citing the violation that has occurred, and a deadline when the violation must be remedied if it is still occurring.

#### b. Withholding Payment

Withholding of funds by the City until the Subrecipient is found to be in compliance by the City.

c. Grant Adjustment

Adjustment in the payment method or reduction of the grant to the Subrecipient when there is noncompliance and the violation cited has not been remedied as specified.

d. Reimbursement

Reimbursement by the Subrecipient with non-CDBG funds for CDBG funds which have not been spent in accordance with this Agreement.

e. Termination

Termination of funds in whole or in part by the City if the Subrecipient materially fails to comply with any term or condition of this Agreement or with any of the rules, regulations or provisions referred to herein, or for cause as allowed in 2 CFR Part 200.339. In the event of termination of this award, in accordance with 2 CFR Part 200.340(c), the information required under the Federal Funding Accountability and Transparency Act (FFATA) must be provided to the Federal Web site established to fulfill the requirements of FFATA, and update or notification must be provided to any other relevant governmentwide systems or entities of any indications of poor performance as required by 41 U.S.C. 417b and 31 U.S.C. 3321 and implementing guidance at 2 CFR Part 77. Additionally, the requirements for Suspension and Debarment at 2 CFR Part 180 may apply.

f. Nonparticipation

Prohibition of the Subrecipient from future participation in the CDBG program if the Subrecipient has not complied with the action administered by the City.

g. Termination for Convenience

This Agreement may be terminated in whole or in part by either party upon providing the other party a written, ninety (90) day notice, in which case the City and Subrecipient shall agree upon the termination conditions, including the effective date, the disposition of agreement amounts, and in the case of partial termination the portion to be terminated. However, if, in the case of partial termination, the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, and the award is terminated in its entirety, Subrecipient shall promptly repay to the City the full grant amount or that portion of the amount which has been disbursed to Subrecipient prior to such termination.

#### h. Termination due to Loss of Funds

This Agreement will terminate in full or in part, at the discretion of the City, in the event the City suffers a loss of funding or termination of the federal funds which permits it to fund this grant. In the event the City suffers such a loss of funding, the City will give the Subrecipient as much written notice as possible which will set forth the effective date of full or partial termination, or if a change in funding is required, setting forth the change in funding and the changes in approved budget.

### **G. REVERSION OF ASSETS**

#### 1. Program Assets Reversion

Upon the expiration of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement, unless addressed under another agreement as provided in Section C.

#### 2. Real Property Reversion

Any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan) in excess of \$25,000 shall comply with either of the following:

##### a. National Objective Compliance

Used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by the City; or

##### b. National Objective Noncompliance

Not used in accordance with Section G (2) (a) of this Agreement, in which event the Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City. (No payment is required after the period of time specified in Section G (2) (a) of this Agreement.)

### **H. MISCELLANEOUS**

### 1. Subrecipient Legal Authority

By using this Agreement, the Subrecipient warrants and represents that it has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder.

### 2. Waiver

- a. No conditions or provisions of this Agreement can be waived unless approved by the City in writing.
- b. The City's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach will not constitute a waiver of any rights under this Agreement.

### 3. Designation of Officials

City designates the City Manager or the City Manager's designee as its authorized representative with respect to the work to be performed under this Agreement including, but not limited to, the ability to execute any changes in the terms, conditions, or amounts specified in this Agreement .

The Board Chair of the Subrecipient or designee is the official authorized to execute any changes in the terms, conditions or amounts specified in this Agreement.

### 4. Special Conditions for Release of Funds

Funding of the amount stipulated in Section 3 will not be released to the Subrecipient by the City until the Subrecipient demonstrates compliance with the Section D (1).

### 5. Duplication of Benefits, CARES Act.

Subrecipient understands the 2020 CARES Act requires the City to monitor and track assistance awards and if City identifies a duplication of benefits provided to Subrecipient, Subrecipient agrees to repay assistance that is determined to be duplicative.

### 6. Code of Conduct

The City expects that Subrecipients and any subcontractors of Subrecipients to demonstrate courtesy, consideration and promptness in dealing with the public, program participants, the City, and other governmental agencies.

### 7. Agreement Coverage



This instrument along with any Exhibits and the grant application contain the entire agreement between the parties. Any statements, inducements or promises not contained will not be binding upon the parties. This Agreement will be binding upon the successors in office of the respective parties.

8. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

9. Notice to Proceed

The City will issue a Notice to Proceed to the Subrecipient to incur costs relative to the program implementation.

10. Exhibits.

All Exhibits are hereby incorporated into this Agreement.

11. Notices

Notices required by this Agreement shall be in writing and delivered via mail, commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

**City**

Madeline Haverland  
Community Development Specialist  
Housing & Community Dev. Dept  
350 W. 6<sup>th</sup> Street, Suite 312  
Dubuque, IA 52001

**Subrecipient**

Judy Wolf  
Marita Theisen Childcare Center  
1584 White St.  
Dubuque, IA 52001

12. Compliance with Laws. Subrecipient shall be responsible for laws at the federal, state, and local level.

13. Governing Law. This Agreement is a contract executed under and to be construed under the laws of the State of Iowa. Any legal action arising out of or related to this Lease shall be brought in a court of competent jurisdiction in Dubuque County, Iowa.

14. Section Headings and Subheadings.

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

15. CONTRACTOR WARRANTIES/GUARANTEES Contractors shall guarantee and warranty the work done pursuant to a CDBG project for a period of two (2) years. In addition, Contractor shall furnish property owners with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day of July 6, 2021.

CITY OF DUBUQUE, IOWA,

50 W 13<sup>th</sup> Street  
Dubuque, Iowa 52001

Marita Theisen Childcare Center,  
Subrecipient  
600 Star Brewery Dr., Suite 300  
Dubuque, IA 52001

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Signature

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Signature  
Executive Director

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Printed Name  
Mayor

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Printed Name  
Executive Director

---

Signature  
Chair, Board of Directors

---

Printed Name  
Chair, Board of Directors

## **LIST OF EXHIBITS**

<b>EXHIBIT A</b>	<b>STATEMENT OF WORK</b>
<b>EXHIBIT B</b>	<b>INCOME GUIDELINES</b>

## **EXHIBIT A**

### **STATEMENT OF WORK**

Marita Theisen Childcare Center at Steeple Square will provide the following services:

- Provide affordable childcare services in Dubuque's urban center to low-income families,
- Contribute to local workforce development and economic mobility by increasing wages for staff providing childcare services.

Limited Clientele activities benefit a specific targeted group of persons of which at least 51 percent must be LMI. In order to meet the LMI Limited Clientele criteria, the activity must:

- Serve at least 51 percent LMI, as evidenced by documentation and data concerning beneficiary family size and income;
- Have income-eligibility requirements which limit the service to persons meeting the LMI income requirement, as evidenced by the administering agency's procedures, intake/application forms, income limits, and other sources of documentation;
- Serve a group primarily presumed to be LMI such as abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, persons living with AIDS and migrant farm workers; or
- Be of such a nature and in a location that it may be concluded that the activity's clientele are LMI.

## **EXHIBIT B INCOME GUIDELINES**

### **CITY OF DUBUQUE, IA INCOME GUIDELINES FOR FINANCIAL ASSISTANCE**

Income limits are defined and occasionally revised by the U.S. Department of Housing and Urban Development's estimated median family income.

A low-income person or family has a total income which falls between the fifty (50) percent and eighty (80) percent median for the area, adjusted for size.

A very low-income person, family, or household has a total income which falls between thirty (30) and fifty (50) percent of the median income, adjusted for size, of the metropolitan area.

A 30% median-income person, family or household has a total income which is between 0 and thirty (30) percent of the median income, adjusted for size, of the metropolitan area.

The maximum income limits as of June 1, 2021 for the Dubuque Metropolitan Area are as follows:

Household Size	Below 30% AMI	Below 50% AMI	Below 80% AMI	Above 80% AMI
Family Size 1:	<\$16,600	<\$27,600	<\$44,150	>\$44,150
Family Size 2:	<\$18,950	<\$31,550	<\$50,450	>\$50,450
Family Size 3:	<\$21,300	<\$35,500	<\$56,750	>\$56,750
Family Size 4:	<\$23,650	<\$39,400	<\$63,050	>\$63,050
Family Size 5:	<\$25,550	<\$42,600	<\$68,100	>\$68,100
Family Size 6:	<\$27,450	<\$45,750	<\$73,150	>\$73,150
Family Size 7:	<\$29,350	<\$48,900	<\$78,200	>\$78,200
Family Size 8:	<\$31,250	<\$52,050	<\$83,250	>\$83,250

Income limits for CDBG funded programs can be found on the HUD Exchange <https://www.hudexchange.info/resource/5334/cdbg-income-limits/>

Organizations required to verify income are encouraged to use the CPD Income Eligibility Calculator at <https://www.hudexchange.info/incomecalculator/>

**SUBRECIPIENT AGREEMENT BETWEEN  
THE CITY OF DUBUQUE  
AND  
PROJECT ROOTED**

THIS SUBRECIPIENT AGREEMENT is entered into by and between the City of Dubuque (herein called the "City") and Project Rooted (herein called the "Subrecipient"), effective upon the date last signed below.

WHEREAS, the City Council has approved the Fiscal Year 2022 budget, allocating \$100,000.00 for competitive Purchase of Services Grants for the purpose of providing support for human service programs in the City of Dubuque that further the City's goals, objectives, and priorities; and

WHEREAS, the City wishes to engage Subrecipient to assist the City in utilizing such funds to assist Subrecipient with programming,

WHEREAS, both the City and the Subrecipient desire to make a written agreement with respect to said funds and the implementation of the project to which they pertain; and

WHEREAS, both the City and the Subrecipient certify that the activity will meet the CDBG National Objective of benefit to low- and moderate-income persons,

NOW, THEREFORE, in consideration of the mutual promises of the parties, it is agreed as follows:

**A. STATEMENT OF WORK**

1. Activities

The Subrecipient will be responsible for administering a public service, detailed in Exhibit A, in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. The scope of activities to be rendered by the Subrecipient as a condition of receiving funds for the Project/Activity pursuant to this Contract is attached as Exhibit A hereto and made a part of this Contract.

2. National Objectives

The Subrecipient will carry out the activities funded under this Agreement that meet the CDBG program's National Objective of:

- ☒ **Assisting low and moderate-income persons, said income guidelines found in Exhibit B**
- ☐ Aid in the prevention or elimination of slums or blight



- ☐ Meet community development needs having a particular urgency, as defined in 24 CFR 570.208.
- ☐ Other (Explain) \_\_\_\_\_

### 3. Project Budget

The City agrees, subject to the terms and conditions of this Agreement, to compensate the Subrecipient for the Statement of Work outlined in Exhibit A, providing Rooted Pantries and educational resources to children, not to exceed \$2,375.00.

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

### 4. Reallocations

The Subrecipient may reallocate up to ten percent (10%) of the total grant amount received to an eligible activity cost. Such reallocation will be referred to as a revision. The Subrecipient must, prior to the drawdown reflecting the change, contact the City to discuss the reallocation. Any change that results in a cumulative reallocation of ten percent (10%) or more of the total grant, any inclusion of a new activity, deletion of an approved activity, any change in the implementation schedule, or any change in grant terms will require an amendment and prior City approval per Section E (7) of this Agreement. Such reallocation will be referred to as an amendment. Requests for revisions or amendments are due no later than March 31 of the program year. Budget revisions or amendments requested during the final ninety (90) days of the agreement period will be approved by the City only if it determines that the revisions are necessary to complete project activities.

### 5. Retainage

Five percent (5%) of the total grant amount may be retained from payment until such report of audit referenced in Section B (7) of this Agreement, has been provided to, and accepted by the City. No audit fees will be reimbursed by the City.

### 6. Term and Time of Performance

Services of the Subrecipient shall start on July 1, 2021 and end on June 30, 2022. All the required activities and services, except for audit, will be completed by or before this date. The City may grant extensions at its sole discretion. Only a valid written Amendment to the Agreement shall alter this completion date. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income.

#### 7. Performance Measures and Monitoring

In compliance with the Department of Housing & Urban Development's Outcome Performance measurement system (24CFR 91.220(e))

The City will monitor the performance of the Subrecipient against goals and required performance standards. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period after being notified by the City, agreement suspension or termination procedures will be initiated.

#### 8. On Site Monitoring

The Subrecipient shall be subject to site visits, desktop monitoring, or other methods of monitoring as deemed necessary by personnel of the City, or a designee of the City or duly authorized officials of federal government, for the purpose of monitoring the Subrecipient's delivery of services and compliance with terms of the agreement and federal standards that pertain to federally funded grant activities. Review may include but are not limited to: agency and program policies, procedures, standards, handbooks and operational documents; accounting books and records for financial management and documentation of program costs such as time sheets and mileage logs; verification records of the persons to participate or benefit from grant funded activities; documentation of report data and other program progress; and records demonstrating procurement procedures and property management. The reviewers will have access to and the right to examine, audit, duplicate, excerpt and/or transcribe any of the Subrecipient's records pertaining to all matters covered by this Agreement. The Subrecipient shall be subject to subsequent site visits to review correction of any deficiencies.

### **B. RECORDS AND REPORTS**

#### 1. Maintenance

The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 and by the City that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities, individuals, or households;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program, such as
- f) Financial records as required by 24 CFR Part 570.502, and 24 CFR 84.21-28;
- g) Other records necessary to document compliance with Subpart K of 24 CFR 570;
- h) A list of current board members, calendar of upcoming board meetings and minutes of all board meetings; and
- i) Equity metrics on race, income, and head of household.

## 2. Retention

The Subrecipient agrees to keep the records required by this Agreement. The Subrecipient shall retain all records for a period of five (5) years. The retention period begins on the date of submission of the City's annual performance and evaluation report to HUD in which activities assisted under this agreement are reported for the final time. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Properties retained shall continue to meet eligibility criteria and shall conform with the "reversion of assets" restrictions specified in Section G of this Agreement. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

The list of current board members and minutes of all board meetings will be kept on file and maintained at the Subrecipient's main business office as public records. The minutes and board member list shall be available for the public to view during the Subrecipient's normal working hours. Copies may be provided according to the Subrecipient's policy.

3. Client Data. Subrecipient shall maintain Client Data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, income level or other basis for determining eligibility, and description of service provided, racial and ethnic data and single head-of-household data, and any other records pertaining to CDBG funds as required by 2 CFR Part 200. In addition, data will be retained for affordability and income targeting for each household. Such information shall be made available to City monitors or their designees for review upon request.
4. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the city's or Subrecipient's responsibilities with respect to services provided under this contract may be prohibited by federal or state law unless written consent is obtained from such person receiving service and in the case of a minor, that of a responsible parent/guardian.
5. Reporting Procedures  
The Subrecipient will submit quarterly reports to the City detailing its activities related to the use of City funds including a performance report and a financial report outlining the use of City funds and shall be submitted no later than the fifteenth (15<sup>th</sup>) day of October, January, April, and July and a final performance report by July 31<sup>st</sup>, in such forms as the City requires. In the event a due date for a report falls on a weekend or holiday, the report will be due the next business day. The Subrecipient shall provide information upon request for preparation of the Consolidated Plan, the CAPER, and any other reports or plans required by the City or HUD.
6. Close-out  
The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.
7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, its designees or the federal government, at any time during normal business hours, as often as the City or federal government deems necessary to audit, examine, and duplicate or make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within timeframe stipulated by the City. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Subrecipient hereby agrees to have an annual agency audit conducted by a certified accountant according to Generally Accepted Government Auditing Standards. Agencies that had total expenses less than \$150,000 on the audit for the most recently audited fiscal year and had no deficiencies or findings on that audit or subsequent monitoring visits may be eligible to submit an audit every other year subject to written approval from the City. This written approval, if granted, will be included in Exhibit E. Additionally, if the agency meets the thresholds established in 2 CFR Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Subpart F the audit will be performed as a Single Audit. The subrecipient agrees to follow any other audit procedures as established by the City. The completed audit, audited financial statements, schedule of findings, all related reports, the management letter from the auditor to the Subrecipient, and the Subrecipient's response(s) to the auditor (if required by the audit) must be provided to the City within six (6) months of the Subrecipient's fiscal year-end. No audit fees will be reimbursed under this CDBG agreement by the City.

## 8. Payment

### a. Maximum Amount and Drawdowns

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed the amount stipulated in Section 3 of this Agreement. Drawdowns for the payment of eligible expenses are reimbursement only and shall be made in accordance with any City policy concerning payments.

### b. Financial Management System Certification

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The entire amount of allowable grant expenses (including those to be paid with program income) shall be supported by source documentation (e.g., invoices, time sheets, receipts, etc.). The City reserves the right to request any additional documentation, as it deems necessary.

c. Reimbursement Schedule

The Subrecipient may requisition a reimbursement of expenses. Such reimbursement requests must include proof of payment of the requested expense. Request for salary reimbursement must be within 30 days from end of pay period. Other requests dated within 60 days from date of service/purchase will be accepted. Final request must be submitted by June 15, 2022.

C. **PROGRAM INCOME**

The Subrecipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds. The documentation, reporting and use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR Part 200 for activities permitted under this agreement. Requests for funds shall be reduced by the amount of any such program income balances on hand. Any program income on hand when this Agreement expires, or received after this Agreement's expiration, shall, at the City's discretion, be returned to the City or used by the Subrecipient for eligible activities as identified in an agreement that becomes effective upon expiration of this Agreement. Any interest earned from funds held in a revolving fund account is not program income and shall be remitted to the City which will, in turn, remit it to HUD.

D. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable. These principles shall be applied for all costs incurred.

3. Procurement



The Subrecipient shall have its own procurement policies and procedures. Said policies shall meet the requirements of 2 CFR Part 200 Subpart D Procurement Standards. The Subrecipient shall follow Management Standards as modified by 24 CFR 570.502(b) (3) (vi), covering use and disposition of property.

4. Copyright

If this Agreement results in any copyrightable material or inventions, the City and/or federal government reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work or materials for government purposes.

**E. OTHER PROGRAM REQUIREMENTS**

1. General Compliance

The Subrecipient agrees to comply with the requirements of 24 CFR 570. The Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing its operations and the funds provided under this Agreement. The Subrecipient agrees to remain current on all applicable taxes, assessments and other governmental charges and to maintain all Subrecipient owned property(ies) in compliance with all applicable City Codes. The Subrecipient further agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.

2. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Except for the benefits and stipulated amounts indicated under this Agreement, the City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent contractor.

The Subrecipient shall be responsible for hiring all program personnel. All such personnel shall be considered to be employees of the Subrecipient.

3. Hold Harmless and Indemnification

The Subrecipient, its agents and any assignees shall agree to hold harmless and indemnify the City and its agents, officials and employees against all suits, claims, damages, and losses, including attorney fees that may be based on any injury to person or property due to negligent acts, errors or omissions of the Subrecipient.

4. Worker's Compensation

The Subrecipient shall provide Worker's Compensation Insurance coverage per Iowa State Code, Chapter 85.

5. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or physical damage.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48 and any applicable state and local requirements for insurance and bonding. Subrecipient shall meet the strictest standard for bonding and insurance coverage.

6. City Recognition

The Subrecipient shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities, and items used pursuant to this Agreement shall be prominently labeled as to funding source. In the event that a program funded through CDBG is described in literature, newspaper articles, TV reports and other public medium, the Subrecipient must give credit to the City and the CDBG program.

7. Amendments

The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by a duly authorized representative of both organizations. The deadline for amendments in any program year is March 31, unless extended at the sole discretion of the City in extraordinary circumstances. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Subrecipient.

8. RELOCATION, PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the

requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Recipient ordinances, resolutions and policies concerning the displacement of persons from their residences.

#### 9. Federal, State, and Local Law Applicability

By virtue of the federal funding provided for under this agreement, the parties hereto shall be bound by and adhere to all applicable federal, state, and local laws, rules, policies, orders and directions, including by way of specification but not limited to the following:

- Title VI of the Civil Rights Act of 1964, as amended;
- The Fair Housing Act – Title VIII of the Civil Rights Act of 1968, as amended;
- Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended (;
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended;
- Section 504 of the Rehabilitation Act of 1973,
- The Americans with Disabilities Act of 1990, as amended;
- Section 3 of the Housing & Community Development Act of 1968 (12 U.S.C. 1701u);
- The Age Discrimination Act of 1975, as amended;
- Executive Order 11063, as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Executive Order 11246 (as amended by Executive Orders 11375 and 12086) – Equal Opportunity Under HUD contracts and HUD-assisted construction Contracts;
- Age Discrimination in Employment Act of 1967, as amended.
- Chapter 216 of the Iowa Civil Rights Act of 1965, as amended
- The Equal Pay Act of 1963, as amended.
- The Civil Rights Act of 1991, as amended
- Davis-Bacon Act, as amended, where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended;
- Contract Work Hours and Safety Standards Act;
- Copeland Anti-Kickback Act;
- CARES Act of 2020;
- Iowa Civil Rights Act of 1965, as amended;
- Dubuque Civil Rights Ordinance, City of Dubuque Code of Ordinances, Title 8, and.
- Others as applicable

and shall include compliance with these provisions in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subcontractors.

#### 10. Nondiscrimination

No person shall be excluded from or denied the benefits of Subrecipient's service or programs or be denied employment on the basis of race, color, religion, creed, sex, sexual orientation, gender identity, national origin, ancestry, age, mental or physical disability, marital status or familial status. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination and state that it is an Equal Opportunity or Affirmative Action employer.

#### 11. W/MBE

The Subrecipient will use its best efforts to afford minority – and women-owned business enterprises (at least fifty-one (51) percent owned and controlled by minority group member or women) the maximum practicable opportunity to participate in the performance of this Agreement.

#### 12. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Recipient and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

#### 13. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due from to the subrecipient from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City. No real property acquired, improved or otherwise invested in with CDBG funds, including loan portfolios attributable to the use of CDBG funds, may be assigned, transferred or sold without the prior written consent of the City thereto.

#### 14. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 and 2 CFR Part 200 with respect to conflicts of interest. Requests for exceptions, as permitted by federal regulations, must be made in the manner prescribed by the City.

#### 15. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

#### 16. Lobbying

The Subrecipient hereby certifies that:

- a. No federal funds appropriated under this agreement have been paid or will be paid, by or on behalf of it, 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;

- d. 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.C. 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 such failure.

17. Restrictions

The Subrecipient is prohibited from using CDBG funds or personnel employed in the administration of the program for political purposes, or to engage in other partisan political activities, sectarian, or religious activities or nepotism activities.

18. Environmental Standards

24 CFR Part 58; 24 CFR 570.604; and Section 104(g) HCD

The Subrecipient agrees to comply with the policies of the National Environmental Policy Act of 1969. The purpose of this Act is to attain the widest use of the environment without degradation, risk to health or safety or other undesirable and unintended consequences.

19. Air, Water and Solid Waste

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The Clean Air Act, 42 U.S.C. 7401, et seq., as amended.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et seq., and 21 U.S.C. 349) as amended;
- 42, U.S.C. 6901 et seq., as amended.

20. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes, including rehabilitation.



## 21. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven (7). The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

## 22. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended and the procedures set forth by the Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a federal, state, or local historic property list.

## **F. REMEDIES FOR NON-COMPLIANCE AND TERMINATION**

### 1. Remedies for Noncompliance

If the City at any time determines the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referred to herein, the City may use any or all of the remedies allowed under 2 CFR Part 200.338 and 200.339 to ensure compliance. The City may also impose additional specific award conditions as needed at any time to ensure compliance in accordance with 2 CFR Part 200.207. Possible remedies include:

#### a. Warning

Issuance of a written warning citing the violation that has occurred, and a deadline when the violation must be remedied if it is still occurring.

#### b. Withholding Payment

Withholding of funds by the City until the Subrecipient is found to be in compliance by the City.

c. Grant Adjustment

Adjustment in the payment method or reduction of the grant to the Subrecipient when there is noncompliance and the violation cited has not been remedied as specified.

d. Reimbursement

Reimbursement by the Subrecipient with non-CDBG funds for CDBG funds which have not been spent in accordance with this Agreement.

e. Termination

Termination of funds in whole or in part by the City if the Subrecipient materially fails to comply with any term or condition of this Agreement or with any of the rules, regulations or provisions referred to herein, or for cause as allowed in 2 CFR Part 200.339. In the event of termination of this award, in accordance with 2 CFR Part 200.340(c), the information required under the Federal Funding Accountability and Transparency Act (FFATA) must be provided to the Federal Web site established to fulfill the requirements of FFATA, and update or notification must be provided to any other relevant governmentwide systems or entities of any indications of poor performance as required by 41 U.S.C. 417b and 31 U.S.C. 3321 and implementing guidance at 2 CFR Part 77. Additionally, the requirements for Suspension and Debarment at 2 CFR Part 180 may apply.

f. Nonparticipation

Prohibition of the Subrecipient from future participation in the CDBG program if the Subrecipient has not complied with the action administered by the City.

g. Termination for Convenience

This Agreement may be terminated in whole or in part by either party upon providing the other party a written, ninety (90) day notice, in which case the City and Subrecipient shall agree upon the termination conditions, including the effective date, the disposition of agreement amounts, and in the case of partial termination the portion to be terminated. However, if, in the case of partial termination, the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, and the award is terminated in its entirety, Subrecipient shall promptly repay to the City the full grant amount or that portion of the amount which has been disbursed to Subrecipient prior to such termination.

#### h. Termination due to Loss of Funds

This Agreement will terminate in full or in part, at the discretion of the City, in the event the City suffers a loss of funding or termination of the federal funds which permits it to fund this grant. In the event the City suffers such a loss of funding, the City will give the Subrecipient as much written notice as possible which will set forth the effective date of full or partial termination, or if a change in funding is required, setting forth the change in funding and the changes in approved budget.

### **G. REVERSION OF ASSETS**

#### 1. Program Assets Reversion

Upon the expiration of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement, unless addressed under another agreement as provided in Section C.

#### 2. Real Property Reversion

Any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan) in excess of \$25,000 shall comply with either of the following:

##### a. National Objective Compliance

Used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by the City; or

##### b. National Objective Noncompliance

Not used in accordance with Section G (2) (a) of this Agreement, in which event the Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City. (No payment is required after the period of time specified in Section G (2) (a) of this Agreement.)

### **H. MISCELLANEOUS**

## 1. Subrecipient Legal Authority

By using this Agreement, the Subrecipient warrants and represents that it has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder.

## 2. Waiver

- a. No conditions or provisions of this Agreement can be waived unless approved by the City in writing.
- b. The City's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach will not constitute a waiver of any rights under this Agreement.

## 3. Designation of Officials

City designates the City Manager or the City Manager's designee as its authorized representative with respect to the work to be performed under this Agreement including, but not limited to, the ability to execute any changes in the terms, conditions, or amounts specified in this Agreement .

The Board Chair of the Subrecipient or designee is the official authorized to execute any changes in the terms, conditions or amounts specified in this Agreement.

## 4. Special Conditions for Release of Funds

Funding of the amount stipulated in Section 3 will not be released to the Subrecipient by the City until the Subrecipient demonstrates compliance with the Section D (1).

## 5. Duplication of Benefits, CARES Act.

Subrecipient understands the 2020 CARES Act requires the City to monitor and track assistance awards and if City identifies a duplication of benefits provided to Subrecipient, Subrecipient agrees to repay assistance that is determined to be duplicative.

## 6. Code of Conduct

The City expects that Subrecipients and any subcontractors of Subrecipients to demonstrate courtesy, consideration and promptness in dealing with the public, program participants, the City, and other governmental agencies.

## 7. Agreement Coverage

This instrument along with any Exhibits and the grant application contain the entire agreement between the parties. Any statements, inducements or promises not contained will not be binding upon the parties. This Agreement will be binding upon the successors in office of the respective parties.

8. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

9. Notice to Proceed

The City will issue a Notice to Proceed to the Subrecipient to incur costs relative to the program implementation.

10. Exhibits.

All Exhibits are hereby incorporated into this Agreement.

11. Notices

Notices required by this Agreement shall be in writing and delivered via mail, commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

**City**

Madeline Haverland  
Community Development Specialist  
Housing & Community Dev. Dept  
350 W. 6<sup>th</sup> Street, Suite 312  
Dubuque, IA 52001

**Subrecipient**

Whitney Sanger  
Project Rooted  
2250 Clydesdale Ct.  
Dubuque, IA 52001

12. Compliance with Laws. Subrecipient shall be responsible for laws at the federal, state, and local level.

13. Governing Law. This Agreement is a contract executed under and to be construed under the laws of the State of Iowa. Any legal action arising out of or related to this Lease shall be brought in a court of competent jurisdiction in Dubuque County, Iowa.

14. Section Headings and Subheadings.

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

15. CONTRACTOR WARRANTIES/GUARANTEES Contractors shall guarantee and warranty the work done pursuant to a CDBG project for a period of two (2) years. In addition, Contractor shall furnish property owners with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day of July 6, 2021.

CITY OF DUBUQUE, IOWA,  
50 W 13<sup>th</sup> Street  
Dubuque, Iowa 52001

Project Rooted, Subrecipient  
2250 Clydeddsdale Ct.  
Dubuque, IA 52001

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Signature

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Signature  
Executive Director

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Printed Name  
Mayor

---

Printed Name  
Executive Director

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Signature  
Chair, Board of Directors

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Printed Name  
Chair, Board of Directors

## **LIST OF EXHIBITS**

<b>EXHIBIT A</b>	<b>STATEMENT OF WORK</b>
<b>EXHIBIT B</b>	<b>INCOME GUIDELINES</b>



## **EXHIBIT A**

### **STATEMENT OF WORK**

Project Rooted will provide the following services:

- Provide Rooted Pantries in neighborhoods located in food deserts,
- Provide educational resources to children to encourage and instill healthy practices that support lifelong health and appreciation for sustainably sourced food items.

Limited Clientele activities benefit a specific targeted group of persons of which at least 51 percent must be LMI. In order to meet the LMI Limited Clientele criteria, the activity must:

- Serve at least 51 percent LMI, as evidenced by documentation and data concerning beneficiary family size and income;
- Have income-eligibility requirements which limit the service to persons meeting the LMI income requirement, as evidenced by the administering agency's procedures, intake/application forms, income limits, and other sources of documentation;
- Serve a group primarily presumed to be LMI such as abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, persons living with AIDS and migrant farm workers; or
- Be of such a nature and in a location that it may be concluded that the activity's clientele are LMI.

## **EXHIBIT B INCOME GUIDELINES**

### **CITY OF DUBUQUE, IA INCOME GUIDELINES FOR FINANCIAL ASSISTANCE**

Income limits are defined and occasionally revised by the U.S. Department of Housing and Urban Development's estimated median family income.

A low-income person or family has a total income which falls between the fifty (50) percent and eighty (80) percent median for the area, adjusted for size.

A very low-income person, family, or household has a total income which falls between thirty (30) and fifty (50) percent of the median income, adjusted for size, of the metropolitan area.

A 30% median-income person, family or household has a total income which is between 0 and thirty (30) percent of the median income, adjusted for size, of the metropolitan area.

The maximum income limits as of June 1, 2021 for the Dubuque Metropolitan Area are as follows:

Household Size	Below 30% AMI	Below 50% AMI	Below 80% AMI	Above 80% AMI
Family Size 1:	<\$16,600	<\$27,600	<\$44,150	>\$44,150
Family Size 2:	<\$18,950	<\$31,550	<\$50,450	>\$50,450
Family Size 3:	<\$21,300	<\$35,500	<\$56,750	>\$56,750
Family Size 4:	<\$23,650	<\$39,400	<\$63,050	>\$63,050
Family Size 5:	<\$25,550	<\$42,600	<\$68,100	>\$68,100
Family Size 6:	<\$27,450	<\$45,750	<\$73,150	>\$73,150
Family Size 7:	<\$29,350	<\$48,900	<\$78,200	>\$78,200
Family Size 8:	<\$31,250	<\$52,050	<\$83,250	>\$83,250

Income limits for CDBG funded programs can be found on the HUD Exchange <https://www.hudexchange.info/resource/5334/cdbg-income-limits/>

Organizations required to verify income are encouraged to use the CPD Income Eligibility Calculator at <https://www.hudexchange.info/incomecalculator/>

**SUBRECIPIENT AGREEMENT BETWEEN  
THE CITY OF DUBUQUE  
AND  
RED BASKET PROJECT**

THIS SUBRECIPIENT AGREEMENT is entered into by and between the City of Dubuque (herein called the "City") and Red Basket Project (herein called the "Subrecipient"), effective upon the date last signed below.

WHEREAS, the City Council has approved the Fiscal Year 2022 budget, allocating \$100,000.00 for competitive Purchase of Services Grants for the purpose of providing support for human service programs in the City of Dubuque that further the City's goals, objectives, and priorities; and

WHEREAS, the City wishes to engage Subrecipient to assist the City in utilizing such funds to assist Subrecipient with programming,

WHEREAS, both the City and the Subrecipient desire to make a written agreement with respect to said funds and the implementation of the project to which they pertain; and

WHEREAS, both the City and the Subrecipient certify that the activity will meet the CDBG National Objective of benefit to low- and moderate-income persons,

NOW, THEREFORE, in consideration of the mutual promises of the parties, it is agreed as follows:

**A. STATEMENT OF WORK**

1. Activities

The Subrecipient will be responsible for administering a public service, detailed in Exhibit A, in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. The scope of activities to be rendered by the Subrecipient as a condition of receiving funds for the Project/Activity pursuant to this Contract is attached as Exhibit A hereto and made a part of this Contract.

2. National Objectives

The Subrecipient will carry out the activities funded under this Agreement that meet the CDBG program's National Objective of:

- ☒ **Assisting low and moderate-income persons, said income guidelines found in Exhibit B**
- ☐ Aid in the prevention or elimination of slums or blight

- ☐ Meet community development needs having a particular urgency, as defined in 24 CFR 570.208.
- ☐ Other (Explain) \_\_\_\_\_

3. Project Budget

The City agrees, subject to the terms and conditions of this Agreement, to compensate the Subrecipient for the Statement of Work outlined in Exhibit A, providing period products for those who menstruate, not to exceed \$12,625.00.

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

4. Reallocations

The Subrecipient may reallocate up to ten percent (10%) of the total grant amount received to an eligible activity cost. Such reallocation will be referred to as a revision. The Subrecipient must, prior to the drawdown reflecting the change, contact the City to discuss the reallocation. Any change that results in a cumulative reallocation of ten percent (10%) or more of the total grant, any inclusion of a new activity, deletion of an approved activity, any change in the implementation schedule, or any change in grant terms will require an amendment and prior City approval per Section E (7) of this Agreement. Such reallocation will be referred to as an amendment. Requests for revisions or amendments are due no later than March 31 of the program year. Budget revisions or amendments requested during the final ninety (90) days of the agreement period will be approved by the City only if it determines that the revisions are necessary to complete project activities.

5. Retainage

Five percent (5%) of the total grant amount may be retained from payment until such report of audit referenced in Section B (7) of this Agreement, has been provided to, and accepted by the City. No audit fees will be reimbursed by the City.

6. Term and Time of Performance

Services of the Subrecipient shall start on July 1, 2021 and end on June 30, 2022. All the required activities and services, except for audit, will be completed by or before this date. The City may grant extensions at its sole discretion. Only a valid written Amendment to the Agreement shall alter this completion date. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income.

#### 7. Performance Measures and Monitoring

In compliance with the Department of Housing & Urban Development's Outcome Performance measurement system (24CFR 91.220(e))

The City will monitor the performance of the Subrecipient against goals and required performance standards. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period after being notified by the City, agreement suspension or termination procedures will be initiated.

#### 8. On Site Monitoring

The Subrecipient shall be subject to site visits, desktop monitoring, or other methods of monitoring as deemed necessary by personnel of the City, or a designee of the City or duly authorized officials of federal government, for the purpose of monitoring the Subrecipient's delivery of services and compliance with terms of the agreement and federal standards that pertain to federally funded grant activities. Review may include but are not limited to: agency and program policies, procedures, standards, handbooks and operational documents; accounting books and records for financial management and documentation of program costs such as time sheets and mileage logs; verification records of the persons to participate or benefit from grant funded activities; documentation of report data and other program progress; and records demonstrating procurement procedures and property management. The reviewers will have access to and the right to examine, audit, duplicate, excerpt and/or transcribe any of the Subrecipient's records pertaining to all matters covered by this Agreement. The Subrecipient shall be subject to subsequent site visits to review correction of any deficiencies.

### **B. RECORDS AND REPORTS**

#### 1. Maintenance

The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 and by the City that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities, individuals, or households;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program, such as
- f) Financial records as required by 24 CFR Part 570.502, and 24 CFR 84.21-28;
- g) Other records necessary to document compliance with Subpart K of 24 CFR 570;
- h) A list of current board members, calendar of upcoming board meetings and minutes of all board meetings; and
- i) Equity metrics on race, income, and head of household.

## 2. Retention

The Subrecipient agrees to keep the records required by this Agreement. The Subrecipient shall retain all records for a period of five (5) years. The retention period begins on the date of submission of the City's annual performance and evaluation report to HUD in which activities assisted under this agreement are reported for the final time. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Properties retained shall continue to meet eligibility criteria and shall conform with the "reversion of assets" restrictions specified in Section G of this Agreement. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

The list of current board members and minutes of all board meetings will be kept on file and maintained at the Subrecipient's main business office as public records. The minutes and board member list shall be available for the public to view during the Subrecipient's normal working hours. Copies may be provided according to the Subrecipient's policy.

3. Client Data. Subrecipient shall maintain Client Data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, income level or other basis for determining eligibility, and description of service provided, racial and ethnic data and single head-of-household data, and any other records pertaining to CDBG funds as required by 2 CFR Part 200. In addition, data will be retained for affordability and income targeting for each household. Such information shall be made available to City monitors or their designees for review upon request.
4. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the city's or Subrecipient's responsibilities with respect to services provided under this contract may be prohibited by federal or state law unless written consent is obtained from such person receiving service and in the case of a minor, that of a responsible parent/guardian.
5. Reporting Procedures  
The Subrecipient will submit quarterly reports to the City detailing its activities related to the use of City funds including a performance report and a financial report outlining the use of City funds and shall be submitted no later than the fifteenth (15<sup>th</sup>) day of October, January, April, and July and a final performance report by July 31<sup>st</sup>, in such forms as the City requires. In the event a due date for a report falls on a weekend or holiday, the report will be due the next business day. The Subrecipient shall provide information upon request for preparation of the Consolidated Plan, the CAPER, and any other reports or plans required by the City or HUD.
6. Close-out  
The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.
7. Audits & Inspections



All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, its designees or the federal government, at any time during normal business hours, as often as the City or federal government deems necessary to audit, examine, and duplicate or make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within timeframe stipulated by the City. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Subrecipient hereby agrees to have an annual agency audit conducted by a certified accountant according to Generally Accepted Government Auditing Standards. Agencies that had total expenses less than \$150,000 on the audit for the most recently audited fiscal year and had no deficiencies or findings on that audit or subsequent monitoring visits may be eligible to submit an audit every other year subject to written approval from the City. This written approval, if granted, will be included in Exhibit E. Additionally, if the agency meets the thresholds established in 2 CFR Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Subpart F the audit will be performed as a Single Audit. The subrecipient agrees to follow any other audit procedures as established by the City. The completed audit, audited financial statements, schedule of findings, all related reports, the management letter from the auditor to the Subrecipient, and the Subrecipient's response(s) to the auditor (if required by the audit) must be provided to the City within six (6) months of the Subrecipient's fiscal year-end. No audit fees will be reimbursed under this CDBG agreement by the City.

## 8. Payment

### a. Maximum Amount and Drawdowns

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed the amount stipulated in Section 3 of this Agreement. Drawdowns for the payment of eligible expenses are reimbursement only and shall be made in accordance with any City policy concerning payments.

### b. Financial Management System Certification

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The entire amount of allowable grant expenses (including those to be paid with program income) shall be supported by source documentation (e.g., invoices, time sheets, receipts, etc.). The City reserves the right to request any additional documentation, as it deems necessary.

c. Reimbursement Schedule

The Subrecipient may requisition a reimbursement of expenses. Such reimbursement requests must include proof of payment of the requested expense. Request for salary reimbursement must be within 30 days from end of pay period. Other requests dated within 60 days from date of service/purchase will be accepted. Final request must be submitted by June 15, 2022.

C. **PROGRAM INCOME**

The Subrecipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds. The documentation, reporting and use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR Part 200 for activities permitted under this agreement. Requests for funds shall be reduced by the amount of any such program income balances on hand. Any program income on hand when this Agreement expires, or received after this Agreement's expiration, shall, at the City's discretion, be returned to the City or used by the Subrecipient for eligible activities as identified in an agreement that becomes effective upon expiration of this Agreement. Any interest earned from funds held in a revolving fund account is not program income and shall be remitted to the City which will, in turn, remit it to HUD.

D. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable. These principles shall be applied for all costs incurred.

3. Procurement

The Subrecipient shall have its own procurement policies and procedures. Said policies shall meet the requirements of 2 CFR Part 200 Subpart D Procurement Standards. The Subrecipient shall follow Management Standards as modified by 24 CFR 570.502(b) (3) (vi), covering use and disposition of property.

4. Copyright

If this Agreement results in any copyrightable material or inventions, the City and/or federal government reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work or materials for government purposes.

**E. OTHER PROGRAM REQUIREMENTS**

1. General Compliance

The Subrecipient agrees to comply with the requirements of 24 CFR 570. The Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing its operations and the funds provided under this Agreement. The Subrecipient agrees to remain current on all applicable taxes, assessments and other governmental charges and to maintain all Subrecipient owned property(ies) in compliance with all applicable City Codes. The Subrecipient further agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.

2. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Except for the benefits and stipulated amounts indicated under this Agreement, the City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent contractor.

The Subrecipient shall be responsible for hiring all program personnel. All such personnel shall be considered to be employees of the Subrecipient.

3. Hold Harmless and Indemnification

The Subrecipient, its agents and any assignees shall agree to hold harmless and indemnify the City and its agents, officials and employees against all suits, claims, damages, and losses, including attorney fees that may be based on any injury to person or property due to negligent acts, errors or omissions of the Subrecipient.

4. Worker's Compensation

The Subrecipient shall provide Worker's Compensation Insurance coverage per Iowa State Code, Chapter 85.

5. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or physical damage.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48 and any applicable state and local requirements for insurance and bonding. Subrecipient shall meet the strictest standard for bonding and insurance coverage.

6. City Recognition

The Subrecipient shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities, and items used pursuant to this Agreement shall be prominently labeled as to funding source. In the event that a program funded through CDBG is described in literature, newspaper articles, TV reports and other public medium, the Subrecipient must give credit to the City and the CDBG program.

7. Amendments

The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by a duly authorized representative of both organizations. The deadline for amendments in any program year is March 31, unless extended at the sole discretion of the City in extraordinary circumstances. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Subrecipient.

8. **RELOCATION, PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the

requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Recipient ordinances, resolutions and policies concerning the displacement of persons from their residences.

#### 9. Federal, State, and Local Law Applicability

By virtue of the federal funding provided for under this agreement, the parties hereto shall be bound by and adhere to all applicable federal, state, and local laws, rules, policies, orders and directions, including by way of specification but not limited to the following:

- Title VI of the Civil Rights Act of 1964, as amended;
- The Fair Housing Act – Title VIII of the Civil Rights Act of 1968, as amended;
- Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended (;
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended;
- Section 504 of the Rehabilitation Act of 1973,
- The Americans with Disabilities Act of 1990, as amended;
- Section 3 of the Housing & Community Development Act of 1968 (12 U.S.C. 1701u);
- The Age Discrimination Act of 1975, as amended;
- Executive Order 11063, as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Executive Order 11246 (as amended by Executive Orders 11375 and 12086) – Equal Opportunity Under HUD contracts and HUD-assisted construction Contracts;
- Age Discrimination in Employment Act of 1967, as amended.
- Chapter 216 of the Iowa Civil Rights Act of 1965, as amended
- The Equal Pay Act of 1963, as amended.
- The Civil Rights Act of 1991, as amended
- Davis-Bacon Act, as amended, where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended;
- Contract Work Hours and Safety Standards Act;
- Copeland Anti-Kickback Act;
- CARES Act of 2020;
- Iowa Civil Rights Act of 1965, as amended;
- Dubuque Civil Rights Ordinance, City of Dubuque Code of Ordinances, Title 8, and.
- Others as applicable

and shall include compliance with these provisions in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subcontractors.

#### 10. Nondiscrimination

No person shall be excluded from or denied the benefits of Subrecipient's service or programs or be denied employment on the basis of race, color, religion, creed, sex, sexual orientation, gender identity, national origin, ancestry, age, mental or physical disability, marital status or familial status. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination and state that it is an Equal Opportunity or Affirmative Action employer.

#### 11. W/MBE

The Subrecipient will use its best efforts to afford minority – and women-owned business enterprises (at least fifty-one (51) percent owned and controlled by minority group member or women) the maximum practicable opportunity to participate in the performance of this Agreement.

#### 12. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Recipient and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

#### 13. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due from to the subrecipient from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City. No real property acquired, improved or otherwise invested in with CDBG funds, including loan portfolios attributable to the use of CDBG funds, may be assigned, transferred or sold without the prior written consent of the City thereto.

#### 14. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 and 2 CFR Part 200 with respect to conflicts of interest. Requests for exceptions, as permitted by federal regulations, must be made in the manner prescribed by the City.

#### 15. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

#### 16. Lobbying

The Subrecipient hereby certifies that:

- a. No federal funds appropriated under this agreement have been paid or will be paid, by or on behalf of it, 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;



- d. 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.C. 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 such failure.

17. Restrictions

The Subrecipient is prohibited from using CDBG funds or personnel employed in the administration of the program for political purposes, or to engage in other partisan political activities, sectarian, or religious activities or nepotism activities.

18. Environmental Standards

24 CFR Part 58; 24 CFR 570.604; and Section 104(g) HCD

The Subrecipient agrees to comply with the policies of the National Environmental Policy Act of 1969. The purpose of this Act is to attain the widest use of the environment without degradation, risk to health or safety or other undesirable and unintended consequences.

19. Air, Water and Solid Waste

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The Clean Air Act, 42 U.S.C. 7401, et seq., as amended.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et seq., and 21 U.S.C. 349) as amended;
- 42, U.S.C. 6901 et seq., as amended.

20. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes, including rehabilitation.

## 21. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven (7). The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

## 22. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended and the procedures set forth by the Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a federal, state, or local historic property list.

## **F. REMEDIES FOR NON-COMPLIANCE AND TERMINATION**

### 1. Remedies for Noncompliance

If the City at any time determines the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referred to herein, the City may use any or all of the remedies allowed under 2 CFR Part 200.338 and 200.339 to ensure compliance. The City may also impose additional specific award conditions as needed at any time to ensure compliance in accordance with 2 CFR Part 200.207. Possible remedies include:

#### a. Warning

Issuance of a written warning citing the violation that has occurred, and a deadline when the violation must be remedied if it is still occurring.

#### b. Withholding Payment

Withholding of funds by the City until the Subrecipient is found to be in compliance by the City.

c. Grant Adjustment

Adjustment in the payment method or reduction of the grant to the Subrecipient when there is noncompliance and the violation cited has not been remedied as specified.

d. Reimbursement

Reimbursement by the Subrecipient with non-CDBG funds for CDBG funds which have not been spent in accordance with this Agreement.

e. Termination

Termination of funds in whole or in part by the City if the Subrecipient materially fails to comply with any term or condition of this Agreement or with any of the rules, regulations or provisions referred to herein, or for cause as allowed in 2 CFR Part 200.339. In the event of termination of this award, in accordance with 2 CFR Part 200.340(c), the information required under the Federal Funding Accountability and Transparency Act (FFATA) must be provided to the Federal Web site established to fulfill the requirements of FFATA, and update or notification must be provided to any other relevant governmentwide systems or entities of any indications of poor performance as required by 41 U.S.C. 417b and 31 U.S.C. 3321 and implementing guidance at 2 CFR Part 77. Additionally, the requirements for Suspension and Debarment at 2 CFR Part 180 may apply.

f. Nonparticipation

Prohibition of the Subrecipient from future participation in the CDBG program if the Subrecipient has not complied with the action administered by the City.

g. Termination for Convenience

This Agreement may be terminated in whole or in part by either party upon providing the other party a written, ninety (90) day notice, in which case the City and Subrecipient shall agree upon the termination conditions, including the effective date, the disposition of agreement amounts, and in the case of partial termination the portion to be terminated. However, if, in the case of partial termination, the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, and the award is terminated in its entirety, Subrecipient shall promptly repay to the City the full grant amount or that portion of the amount which has been disbursed to Subrecipient prior to such termination.

#### h. Termination due to Loss of Funds

This Agreement will terminate in full or in part, at the discretion of the City, in the event the City suffers a loss of funding or termination of the federal funds which permits it to fund this grant. In the event the City suffers such a loss of funding, the City will give the Subrecipient as much written notice as possible which will set forth the effective date of full or partial termination, or if a change in funding is required, setting forth the change in funding and the changes in approved budget.

### **G. REVERSION OF ASSETS**

#### 1. Program Assets Reversion

Upon the expiration of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement, unless addressed under another agreement as provided in Section C.

#### 2. Real Property Reversion

Any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan) in excess of \$25,000 shall comply with either of the following:

##### a. National Objective Compliance

Used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by the City; or

##### b. National Objective Noncompliance

Not used in accordance with Section G (2) (a) of this Agreement, in which event the Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City. (No payment is required after the period of time specified in Section G (2) (a) of this Agreement.)

### **H. MISCELLANEOUS**

### 1. Subrecipient Legal Authority

By using this Agreement, the Subrecipient warrants and represents that it has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder.

### 2. Waiver

- a. No conditions or provisions of this Agreement can be waived unless approved by the City in writing.
- b. The City's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach will not constitute a waiver of any rights under this Agreement.

### 3. Designation of Officials

City designates the City Manager or the City Manager's designee as its authorized representative with respect to the work to be performed under this Agreement including, but not limited to, the ability to execute any changes in the terms, conditions, or amounts specified in this Agreement .

The Board Chair of the Subrecipient or designee is the official authorized to execute any changes in the terms, conditions or amounts specified in this Agreement.

### 4. Special Conditions for Release of Funds

Funding of the amount stipulated in Section 3 will not be released to the Subrecipient by the City until the Subrecipient demonstrates compliance with the Section D (1).

### 5. Duplication of Benefits, CARES Act.

Subrecipient understands the 2020 CARES Act requires the City to monitor and track assistance awards and if City identifies a duplication of benefits provided to Subrecipient, Subrecipient agrees to repay assistance that is determined to be duplicative.

### 6. Code of Conduct

The City expects that Subrecipients and any subcontractors of Subrecipients to demonstrate courtesy, consideration and promptness in dealing with the public, program participants, the City, and other governmental agencies.

### 7. Agreement Coverage

This instrument along with any Exhibits and the grant application contain the entire agreement between the parties. Any statements, inducements or promises not contained will not be binding upon the parties. This Agreement will be binding upon the successors in office of the respective parties.

8. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

9. Notice to Proceed

The City will issue a Notice to Proceed to the Subrecipient to incur costs relative to the program implementation.

10. Exhibits.

All Exhibits are hereby incorporated into this Agreement.

11. Notices

Notices required by this Agreement shall be in writing and delivered via mail, commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

**City**

Madeline Haverland  
Community Development Specialist  
Housing & Community Dev. Dept  
350 W. 6<sup>th</sup> Street, Suite 312  
Dubuque, IA 52001

**Subrecipient**

Beth Gilbreath  
Red Basket Project  
600 Star Brewery Dr, Suite 300  
Dubuque, IA 52001

12. Compliance with Laws. Subrecipient shall be responsible for laws at the federal, state, and local level.

13. Governing Law. This Agreement is a contract executed under and to be construed under the laws of the State of Iowa. Any legal action arising out of or related to this Lease shall be brought in a court of competent jurisdiction in Dubuque County, Iowa.

14. Section Headings and Subheadings.

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

15. CONTRACTOR WARRANTIES/GUARANTEES Contractors shall guarantee and warranty the work done pursuant to a CDBG project for a period of two (2) years. In addition, Contractor shall furnish property owners with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day of July 6, 2021.

CITY OF DUBUQUE, IOWA,  
50 W 13<sup>th</sup> Street  
Dubuque, Iowa 52001

Red Basket Project, Subrecipient  
600 Star Brewery Dr., Suite 300  
Dubuque, IA 52001

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Signature

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Signature  
Executive Director

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Printed Name  
Mayor

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Printed Name  
Executive Director

---

Signature  
Chair, Board of Directors

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Printed Name  
Chair, Board of Directors



## **LIST OF EXHIBITS**

<b>EXHIBIT A</b>	<b>STATEMENT OF WORK</b>
<b>EXHIBIT B</b>	<b>INCOME GUIDELINES</b>

## **EXHIBIT A**

### **STATEMENT OF WORK**

Red Basket Project will provide the following services:

- Provide period supplies to local service oriented organizations to ensure all Dubuque residents who menstruate experience an equitable, safe, and healthy life.
- Expand services to include other local service oriented organizations who do not currently receive supplies.

Limited Clientele activities benefit a specific targeted group of persons of which at least 51 percent must be LMI. In order to meet the LMI Limited Clientele criteria, the activity must:

- Serve at least 51 percent LMI, as evidenced by documentation and data concerning beneficiary family size and income;
- Have income-eligibility requirements which limit the service to persons meeting the LMI income requirement, as evidenced by the administering agency's procedures, intake/application forms, income limits, and other sources of documentation;
- Serve a group primarily presumed to be LMI such as abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, persons living with AIDS and migrant farm workers; or
- Be of such a nature and in a location that it may be concluded that the activity's clientele are LMI.

## **EXHIBIT B INCOME GUIDELINES**

### **CITY OF DUBUQUE, IA INCOME GUIDELINES FOR FINANCIAL ASSISTANCE**

Income limits are defined and occasionally revised by the U.S. Department of Housing and Urban Development's estimated median family income.

A low-income person or family has a total income which falls between the fifty (50) percent and eighty (80) percent median for the area, adjusted for size.

A very low-income person, family, or household has a total income which falls between thirty (30) and fifty (50) percent of the median income, adjusted for size, of the metropolitan area.

A 30% median-income person, family or household has a total income which is between 0 and thirty (30) percent of the median income, adjusted for size, of the metropolitan area.

The maximum income limits as of June 1, 2021 for the Dubuque Metropolitan Area are as follows:

Household Size	Below 30% AMI	Below 50% AMI	Below 80% AMI	Above 80% AMI
Family Size 1:	<\$16,600	<\$27,600	<\$44,150	>\$44,150
Family Size 2:	<\$18,950	<\$31,550	<\$50,450	>\$50,450
Family Size 3:	<\$21,300	<\$35,500	<\$56,750	>\$56,750
Family Size 4:	<\$23,650	<\$39,400	<\$63,050	>\$63,050
Family Size 5:	<\$25,550	<\$42,600	<\$68,100	>\$68,100
Family Size 6:	<\$27,450	<\$45,750	<\$73,150	>\$73,150
Family Size 7:	<\$29,350	<\$48,900	<\$78,200	>\$78,200
Family Size 8:	<\$31,250	<\$52,050	<\$83,250	>\$83,250

Income limits for CDBG funded programs can be found on the HUD Exchange <https://www.hudexchange.info/resource/5334/cdbg-income-limits/>

Organizations required to verify income are encouraged to use the CPD Income Eligibility Calculator at <https://www.hudexchange.info/incomecalculator/>

**SUBRECIPIENT AGREEMENT BETWEEN  
THE CITY OF DUBUQUE  
AND  
ST. MARK YOUTH ENRICHMENT**

THIS SUBRECIPIENT AGREEMENT is entered into by and between the City of Dubuque (herein called the "City") and St. Mark Youth Enrichment (herein called the "Subrecipient"), effective upon the date last signed below.

WHEREAS, the City Council has approved the Fiscal Year 2022 budget, allocating \$100,000.00 for competitive Purchase of Services Grants for the purpose of providing support for human service programs in the City of Dubuque that further the City's goals, objectives, and priorities; and

WHEREAS, the City wishes to engage Subrecipient to assist the City in utilizing such funds to assist Subrecipient with programming,

WHEREAS, both the City and the Subrecipient desire to make a written agreement with respect to said funds and the implementation of the project to which they pertain; and

WHEREAS, both the City and the Subrecipient certify that the activity will meet the CDBG National Objective of benefit to low- and moderate-income persons,

NOW, THEREFORE, in consideration of the mutual promises of the parties, it is agreed as follows:

**A. STATEMENT OF WORK**

1. Activities

The Subrecipient will be responsible for administering a public service, detailed in Exhibit A, in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. The scope of activities to be rendered by the Subrecipient as a condition of receiving funds for the Project/Activity pursuant to this Contract is attached as Exhibit A hereto and made a part of this Contract.

2. National Objectives

The Subrecipient will carry out the activities funded under this Agreement that meet the CDBG program's National Objective of:

- ☒ **Assisting low and moderate-income persons, said income guidelines found in Exhibit B**
- ☐ Aid in the prevention or elimination of slums or blight

- ☐ Meet community development needs having a particular urgency, as defined in 24 CFR 570.208.
- ☐ Other (Explain) \_\_\_\_\_

3. Project Budget

The City agrees, subject to the terms and conditions of this Agreement, to compensate the Subrecipient for the Statement of Work outlined in Exhibit A, providing Before School Programming to local youth, not to exceed \$25,000.00.

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

4. Reallocations

The Subrecipient may reallocate up to ten percent (10%) of the total grant amount received to an eligible activity cost. Such reallocation will be referred to as a revision. The Subrecipient must, prior to the drawdown reflecting the change, contact the City to discuss the reallocation. Any change that results in a cumulative reallocation of ten percent (10%) or more of the total grant, any inclusion of a new activity, deletion of an approved activity, any change in the implementation schedule, or any change in grant terms will require an amendment and prior City approval per Section E (7) of this Agreement. Such reallocation will be referred to as an amendment. Requests for revisions or amendments are due no later than March 31 of the program year. Budget revisions or amendments requested during the final ninety (90) days of the agreement period will be approved by the City only if it determines that the revisions are necessary to complete project activities.

5. Retainage

Five percent (5%) of the total grant amount may be retained from payment until such report of audit referenced in Section B (7) of this Agreement, has been provided to, and accepted by the City. No audit fees will be reimbursed by the City.

6. Term and Time of Performance

Services of the Subrecipient shall start on July 1, 2021 and end on June 30, 2022. All the required activities and services, except for audit, will be completed by or before this date. The City may grant extensions at its sole discretion. Only a valid written Amendment to the Agreement shall alter this completion date. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income.

#### 7. Performance Measures and Monitoring

In compliance with the Department of Housing & Urban Development's Outcome Performance measurement system (24CFR 91.220(e))

The City will monitor the performance of the Subrecipient against goals and required performance standards. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period after being notified by the City, agreement suspension or termination procedures will be initiated.

#### 8. On Site Monitoring

The Subrecipient shall be subject to site visits, desktop monitoring, or other methods of monitoring as deemed necessary by personnel of the City, or a designee of the City or duly authorized officials of federal government, for the purpose of monitoring the Subrecipient's delivery of services and compliance with terms of the agreement and federal standards that pertain to federally funded grant activities. Review may include but are not limited to: agency and program policies, procedures, standards, handbooks and operational documents; accounting books and records for financial management and documentation of program costs such as time sheets and mileage logs; verification records of the persons to participate or benefit from grant funded activities; documentation of report data and other program progress; and records demonstrating procurement procedures and property management. The reviewers will have access to and the right to examine, audit, duplicate, excerpt and/or transcribe any of the Subrecipient's records pertaining to all matters covered by this Agreement. The Subrecipient shall be subject to subsequent site visits to review correction of any deficiencies.

### **B. RECORDS AND REPORTS**

#### 1. Maintenance

The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 and by the City that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities, individuals, or households;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program, such as
- f) Financial records as required by 24 CFR Part 570.502, and 24 CFR 84.21-28;
- g) Other records necessary to document compliance with Subpart K of 24 CFR 570;
- h) A list of current board members, calendar of upcoming board meetings and minutes of all board meetings; and
- i) Equity metrics on race, income, and head of household.

## 2. Retention

The Subrecipient agrees to keep the records required by this Agreement. The Subrecipient shall retain all records for a period of five (5) years. The retention period begins on the date of submission of the City's annual performance and evaluation report to HUD in which activities assisted under this agreement are reported for the final time. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Properties retained shall continue to meet eligibility criteria and shall conform with the "reversion of assets" restrictions specified in Section G of this Agreement. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

The list of current board members and minutes of all board meetings will be kept on file and maintained at the Subrecipient's main business office as public records. The minutes and board member list shall be available for the public to view during the Subrecipient's normal working hours. Copies may be provided according to the Subrecipient's policy.



3. Client Data. Subrecipient shall maintain Client Data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, income level or other basis for determining eligibility, and description of service provided, racial and ethnic data and single head-of-household data, and any other records pertaining to CDBG funds as required by 2 CFR Part 200. In addition, data will be retained for affordability and income targeting for each household. Such information shall be made available to City monitors or their designees for review upon request.
4. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the city's or Subrecipient's responsibilities with respect to services provided under this contract may be prohibited by federal or state law unless written consent is obtained from such person receiving service and in the case of a minor, that of a responsible parent/guardian.
5. Reporting Procedures  
The Subrecipient will submit quarterly reports to the City detailing its activities related to the use of City funds including a performance report and a financial report outlining the use of City funds and shall be submitted no later than the fifteenth (15<sup>th</sup>) day of October, January, April, and July and a final performance report by July 31<sup>st</sup>, in such forms as the City requires. In the event a due date for a report falls on a weekend or holiday, the report will be due the next business day. The Subrecipient shall provide information upon request for preparation of the Consolidated Plan, the CAPER, and any other reports or plans required by the City or HUD.
6. Close-out  
The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.
7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, its designees or the federal government, at any time during normal business hours, as often as the City or federal government deems necessary to audit, examine, and duplicate or make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within timeframe stipulated by the City. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Subrecipient hereby agrees to have an annual agency audit conducted by a certified accountant according to Generally Accepted Government Auditing Standards. Agencies that had total expenses less than \$150,000 on the audit for the most recently audited fiscal year and had no deficiencies or findings on that audit or subsequent monitoring visits may be eligible to submit an audit every other year subject to written approval from the City. This written approval, if granted, will be included in Exhibit E. Additionally, if the agency meets the thresholds established in 2 CFR Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Subpart F the audit will be performed as a Single Audit. The subrecipient agrees to follow any other audit procedures as established by the City. The completed audit, audited financial statements, schedule of findings, all related reports, the management letter from the auditor to the Subrecipient, and the Subrecipient's response(s) to the auditor (if required by the audit) must be provided to the City within six (6) months of the Subrecipient's fiscal year-end. No audit fees will be reimbursed under this CDBG agreement by the City.

## 8. Payment

### a. Maximum Amount and Drawdowns

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed the amount stipulated in Section 3 of this Agreement. Drawdowns for the payment of eligible expenses are reimbursement only and shall be made in accordance with any City policy concerning payments.

### b. Financial Management System Certification

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The entire amount of allowable grant expenses (including those to be paid with program income) shall be supported by source documentation (e.g., invoices, time sheets, receipts, etc.). The City reserves the right to request any additional documentation, as it deems necessary.

c. Reimbursement Schedule

The Subrecipient may requisition a reimbursement of expenses. Such reimbursement requests must include proof of payment of the requested expense. Request for salary reimbursement must be within 30 days from end of pay period. Other requests dated within 60 days from date of service/purchase will be accepted. Final request must be submitted by June 15, 2022.

C. **PROGRAM INCOME**

The Subrecipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds. The documentation, reporting and use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR Part 200 for activities permitted under this agreement. Requests for funds shall be reduced by the amount of any such program income balances on hand. Any program income on hand when this Agreement expires, or received after this Agreement's expiration, shall, at the City's discretion, be returned to the City or used by the Subrecipient for eligible activities as identified in an agreement that becomes effective upon expiration of this Agreement. Any interest earned from funds held in a revolving fund account is not program income and shall be remitted to the City which will, in turn, remit it to HUD.

D. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable. These principles shall be applied for all costs incurred.

3. Procurement

The Subrecipient shall have its own procurement policies and procedures. Said policies shall meet the requirements of 2 CFR Part 200 Subpart D Procurement Standards. The Subrecipient shall follow Management Standards as modified by 24 CFR 570.502(b) (3) (vi), covering use and disposition of property.

4. Copyright

If this Agreement results in any copyrightable material or inventions, the City and/or federal government reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work or materials for government purposes.

**E. OTHER PROGRAM REQUIREMENTS**

1. General Compliance

The Subrecipient agrees to comply with the requirements of 24 CFR 570. The Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing its operations and the funds provided under this Agreement. The Subrecipient agrees to remain current on all applicable taxes, assessments and other governmental charges and to maintain all Subrecipient owned property(ies) in compliance with all applicable City Codes. The Subrecipient further agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.

2. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Except for the benefits and stipulated amounts indicated under this Agreement, the City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent contractor.

The Subrecipient shall be responsible for hiring all program personnel. All such personnel shall be considered to be employees of the Subrecipient.

3. Hold Harmless and Indemnification

The Subrecipient, its agents and any assignees shall agree to hold harmless and indemnify the City and its agents, officials and employees against all suits, claims, damages, and losses, including attorney fees that may be based on any injury to person or property due to negligent acts, errors or omissions of the Subrecipient.

4. Worker's Compensation

The Subrecipient shall provide Worker's Compensation Insurance coverage per Iowa State Code, Chapter 85.

5. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or physical damage.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48 and any applicable state and local requirements for insurance and bonding. Subrecipient shall meet the strictest standard for bonding and insurance coverage.

6. City Recognition

The Subrecipient shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities, and items used pursuant to this Agreement shall be prominently labeled as to funding source. In the event that a program funded through CDBG is described in literature, newspaper articles, TV reports and other public medium, the Subrecipient must give credit to the City and the CDBG program.

7. Amendments

The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by a duly authorized representative of both organizations. The deadline for amendments in any program year is March 31, unless extended at the sole discretion of the City in extraordinary circumstances. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Subrecipient.

8. RELOCATION, PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the

requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Recipient ordinances, resolutions and policies concerning the displacement of persons from their residences.

#### 9. Federal, State, and Local Law Applicability

By virtue of the federal funding provided for under this agreement, the parties hereto shall be bound by and adhere to all applicable federal, state, and local laws, rules, policies, orders and directions, including by way of specification but not limited to the following:

- Title VI of the Civil Rights Act of 1964, as amended;
- The Fair Housing Act – Title VIII of the Civil Rights Act of 1968, as amended;
- Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended (;
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended;
- Section 504 of the Rehabilitation Act of 1973,
- The Americans with Disabilities Act of 1990, as amended;
- Section 3 of the Housing & Community Development Act of 1968 (12 U.S.C. 1701u);
- The Age Discrimination Act of 1975, as amended;
- Executive Order 11063, as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Executive Order 11246 (as amended by Executive Orders 11375 and 12086) – Equal Opportunity Under HUD contracts and HUD-assisted construction Contracts;
- Age Discrimination in Employment Act of 1967, as amended.
- Chapter 216 of the Iowa Civil Rights Act of 1965, as amended
- The Equal Pay Act of 1963, as amended.
- The Civil Rights Act of 1991, as amended
- Davis-Bacon Act, as amended, where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended;
- Contract Work Hours and Safety Standards Act;
- Copeland Anti-Kickback Act;
- CARES Act of 2020;
- Iowa Civil Rights Act of 1965, as amended;
- Dubuque Civil Rights Ordinance, City of Dubuque Code of Ordinances, Title 8, and.
- Others as applicable

and shall include compliance with these provisions in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subcontractors.

#### 10. Nondiscrimination

No person shall be excluded from or denied the benefits of Subrecipient's service or programs or be denied employment on the basis of race, color, religion, creed, sex, sexual orientation, gender identity, national origin, ancestry, age, mental or physical disability, marital status or familial status. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination and state that it is an Equal Opportunity or Affirmative Action employer.

#### 11. W/MBE

The Subrecipient will use its best efforts to afford minority – and women-owned business enterprises (at least fifty-one (51) percent owned and controlled by minority group member or women) the maximum practicable opportunity to participate in the performance of this Agreement.

#### 12. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Recipient and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

#### 13. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due from to the subrecipient from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City. No real property acquired, improved or otherwise invested in with CDBG funds, including loan portfolios attributable to the use of CDBG funds, may be assigned, transferred or sold without the prior written consent of the City thereto.



#### 14. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 and 2 CFR Part 200 with respect to conflicts of interest. Requests for exceptions, as permitted by federal regulations, must be made in the manner prescribed by the City.

#### 15. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

#### 16. Lobbying

The Subrecipient hereby certifies that:

- a. No federal funds appropriated under this agreement have been paid or will be paid, by or on behalf of it, 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;

- d. 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.C. 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 such failure.

17. Restrictions

The Subrecipient is prohibited from using CDBG funds or personnel employed in the administration of the program for political purposes, or to engage in other partisan political activities, sectarian, or religious activities or nepotism activities.

18. Environmental Standards

24 CFR Part 58; 24 CFR 570.604; and Section 104(g) HCD

The Subrecipient agrees to comply with the policies of the National Environmental Policy Act of 1969. The purpose of this Act is to attain the widest use of the environment without degradation, risk to health or safety or other undesirable and unintended consequences.

19. Air, Water and Solid Waste

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The Clean Air Act, 42 U.S.C. 7401, et seq., as amended.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et seq., and 21 U.S.C. 349) as amended;
- 42, U.S.C. 6901 et seq., as amended.

20. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes, including rehabilitation.

## 21. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven (7). The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

## 22. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended and the procedures set forth by the Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a federal, state, or local historic property list.

## **F. REMEDIES FOR NON-COMPLIANCE AND TERMINATION**

### 1. Remedies for Noncompliance

If the City at any time determines the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referred to herein, the City may use any or all of the remedies allowed under 2 CFR Part 200.338 and 200.339 to ensure compliance. The City may also impose additional specific award conditions as needed at any time to ensure compliance in accordance with 2 CFR Part 200.207. Possible remedies include:

#### a. Warning

Issuance of a written warning citing the violation that has occurred, and a deadline when the violation must be remedied if it is still occurring.

#### b. Withholding Payment

Withholding of funds by the City until the Subrecipient is found to be in compliance by the City.

c. Grant Adjustment

Adjustment in the payment method or reduction of the grant to the Subrecipient when there is noncompliance and the violation cited has not been remedied as specified.

d. Reimbursement

Reimbursement by the Subrecipient with non-CDBG funds for CDBG funds which have not been spent in accordance with this Agreement.

e. Termination

Termination of funds in whole or in part by the City if the Subrecipient materially fails to comply with any term or condition of this Agreement or with any of the rules, regulations or provisions referred to herein, or for cause as allowed in 2 CFR Part 200.339. In the event of termination of this award, in accordance with 2 CFR Part 200.340(c), the information required under the Federal Funding Accountability and Transparency Act (FFATA) must be provided to the Federal Web site established to fulfill the requirements of FFATA, and update or notification must be provided to any other relevant governmentwide systems or entities of any indications of poor performance as required by 41 U.S.C. 417b and 31 U.S.C. 3321 and implementing guidance at 2 CFR Part 77. Additionally, the requirements for Suspension and Debarment at 2 CFR Part 180 may apply.

f. Nonparticipation

Prohibition of the Subrecipient from future participation in the CDBG program if the Subrecipient has not complied with the action administered by the City.

g. Termination for Convenience

This Agreement may be terminated in whole or in part by either party upon providing the other party a written, ninety (90) day notice, in which case the City and Subrecipient shall agree upon the termination conditions, including the effective date, the disposition of agreement amounts, and in the case of partial termination the portion to be terminated. However, if, in the case of partial termination, the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, and the award is terminated in its entirety, Subrecipient shall promptly repay to the City the full grant amount or that portion of the amount which has been disbursed to Subrecipient prior to such termination.

#### h. Termination due to Loss of Funds

This Agreement will terminate in full or in part, at the discretion of the City, in the event the City suffers a loss of funding or termination of the federal funds which permits it to fund this grant. In the event the City suffers such a loss of funding, the City will give the Subrecipient as much written notice as possible which will set forth the effective date of full or partial termination, or if a change in funding is required, setting forth the change in funding and the changes in approved budget.

### **G. REVERSION OF ASSETS**

#### 1. Program Assets Reversion

Upon the expiration of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement, unless addressed under another agreement as provided in Section C.

#### 2. Real Property Reversion

Any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan) in excess of \$25,000 shall comply with either of the following:

##### a. National Objective Compliance

Used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by the City; or

##### b. National Objective Noncompliance

Not used in accordance with Section G (2) (a) of this Agreement, in which event the Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City. (No payment is required after the period of time specified in Section G (2) (a) of this Agreement.)

### **H. MISCELLANEOUS**

### 1. Subrecipient Legal Authority

By using this Agreement, the Subrecipient warrants and represents that it has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder.

### 2. Waiver

- a. No conditions or provisions of this Agreement can be waived unless approved by the City in writing.
- b. The City's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach will not constitute a waiver of any rights under this Agreement.

### 3. Designation of Officials

City designates the City Manager or the City Manager's designee as its authorized representative with respect to the work to be performed under this Agreement including, but not limited to, the ability to execute any changes in the terms, conditions, or amounts specified in this Agreement .

The Board Chair of the Subrecipient or designee is the official authorized to execute any changes in the terms, conditions or amounts specified in this Agreement.

### 4. Special Conditions for Release of Funds

Funding of the amount stipulated in Section 3 will not be released to the Subrecipient by the City until the Subrecipient demonstrates compliance with the Section D (1).

### 5. Duplication of Benefits, CARES Act.

Subrecipient understands the 2020 CARES Act requires the City to monitor and track assistance awards and if City identifies a duplication of benefits provided to Subrecipient, Subrecipient agrees to repay assistance that is determined to be duplicative.

### 6. Code of Conduct

The City expects that Subrecipients and any subcontractors of Subrecipients to demonstrate courtesy, consideration and promptness in dealing with the public, program participants, the City, and other governmental agencies.

### 7. Agreement Coverage

This instrument along with any Exhibits and the grant application contain the entire agreement between the parties. Any statements, inducements or promises not contained will not be binding upon the parties. This Agreement will be binding upon the successors in office of the respective parties.

8. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

9. Notice to Proceed

The City will issue a Notice to Proceed to the Subrecipient to incur costs relative to the program implementation.

10. Exhibits.

All Exhibits are hereby incorporated into this Agreement.

11. Notices

Notices required by this Agreement shall be in writing and delivered via mail, commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

**City**

Madeline Haverland  
Community Development Specialist  
Housing & Community Dev. Dept  
350 W. 6<sup>th</sup> Street, Suite 312  
Dubuque, IA 52001

**Subrecipient**

Dawn Cogan  
St. Mark Youth Enrichment  
1201 Locust St.  
Dubuque, IA 52001

12. Compliance with Laws. Subrecipient shall be responsible for laws at the federal, state, and local level.

13. Governing Law. This Agreement is a contract executed under and to be construed under the laws of the State of Iowa. Any legal action arising out of or related to this Lease shall be brought in a court of competent jurisdiction in Dubuque County, Iowa.

14. Section Headings and Subheadings.



The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

15. CONTRACTOR WARRANTIES/GUARANTEES Contractors shall guarantee and warranty the work done pursuant to a CDBG project for a period of two (2) years. In addition, Contractor shall furnish property owners with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day of July 6, 2021.

CITY OF DUBUQUE, IOWA,  
50 W 13<sup>th</sup> Street  
Dubuque, Iowa 52001

St. Mark Youth Enrichment, Subrecipient  
1201 Locust St.  
Dubuque, IA 52001

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Signature

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Signature  
Executive Director

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Printed Name  
Mayor

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Printed Name  
Executive Director

---

Signature  
Chair, Board of Directors

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Printed Name  
Chair, Board of Directors

## **LIST OF EXHIBITS**

<b>EXHIBIT A</b>	<b>STATEMENT OF WORK</b>
<b>EXHIBIT B</b>	<b>INCOME GUIDELINES</b>

## **EXHIBIT A**

### **STATEMENT OF WORK**

St. Mark Youth Enrichment will provide the following services:

- Offer innovative programs and services that cultivate education and social-emotional growth of youth (K-5) families,
- Provide before-school programming to help meet childcare needs of Dubuque's working families.

Limited Clientele activities benefit a specific targeted group of persons of which at least 51 percent must be LMI. In order to meet the LMI Limited Clientele criteria, the activity must:

- Serve at least 51 percent LMI, as evidenced by documentation and data concerning beneficiary family size and income;
- Have income-eligibility requirements which limit the service to persons meeting the LMI income requirement, as evidenced by the administering agency's procedures, intake/application forms, income limits, and other sources of documentation;
- Serve a group primarily presumed to be LMI such as abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, persons living with AIDS and migrant farm workers; or
- Be of such a nature and in a location that it may be concluded that the activity's clientele are LMI.

## **EXHIBIT B INCOME GUIDELINES**

### **CITY OF DUBUQUE, IA INCOME GUIDELINES FOR FINANCIAL ASSISTANCE**

Income limits are defined and occasionally revised by the U.S. Department of Housing and Urban Development's estimated median family income.

A low-income person or family has a total income which falls between the fifty (50) percent and eighty (80) percent median for the area, adjusted for size.

A very low-income person, family, or household has a total income which falls between thirty (30) and fifty (50) percent of the median income, adjusted for size, of the metropolitan area.

A 30% median-income person, family or household has a total income which is between 0 and thirty (30) percent of the median income, adjusted for size, of the metropolitan area.

The maximum income limits as of June 1, 2021 for the Dubuque Metropolitan Area are as follows:

Household Size	Below 30% AMI	Below 50% AMI	Below 80% AMI	Above 80% AMI
Family Size 1:	<\$16,600	<\$27,600	<\$44,150	>\$44,150
Family Size 2:	<\$18,950	<\$31,550	<\$50,450	>\$50,450
Family Size 3:	<\$21,300	<\$35,500	<\$56,750	>\$56,750
Family Size 4:	<\$23,650	<\$39,400	<\$63,050	>\$63,050
Family Size 5:	<\$25,550	<\$42,600	<\$68,100	>\$68,100
Family Size 6:	<\$27,450	<\$45,750	<\$73,150	>\$73,150
Family Size 7:	<\$29,350	<\$48,900	<\$78,200	>\$78,200
Family Size 8:	<\$31,250	<\$52,050	<\$83,250	>\$83,250

Income limits for CDBG funded programs can be found on the HUD Exchange <https://www.hudexchange.info/resource/5334/cdbg-income-limits/>

Organizations required to verify income are encouraged to use the CPD Income Eligibility Calculator at <https://www.hudexchange.info/incomecalculator/>

**SUBRECIPIENT AGREEMENT BETWEEN  
THE CITY OF DUBUQUE  
AND  
DUBUQUE COMMUNITY YMCA/YWCA**

THIS SUBRECIPIENT AGREEMENT is entered into by and between the City of Dubuque (herein called the "City") and Dubuque Community YMCA/YWCA (herein called the "Subrecipient"), effective upon the date last signed below.

WHEREAS, the City Council has approved the Fiscal Year 2022 budget, allocating \$100,000.00 for competitive Purchase of Services Grants for the purpose of providing support for human service programs in the City of Dubuque that further the City's goals, objectives, and priorities; and

WHEREAS, the City wishes to engage Subrecipient to assist the City in utilizing such funds to assist Subrecipient with programming,

WHEREAS, both the City and the Subrecipient desire to make a written agreement with respect to said funds and the implementation of the project to which they pertain; and

WHEREAS, both the City and the Subrecipient certify that the activity will meet the CDBG National Objective of benefit to low- and moderate-income persons,

NOW, THEREFORE, in consideration of the mutual promises of the parties, it is agreed as follows:

**A. STATEMENT OF WORK**

**1. Activities**

The Subrecipient will be responsible for administering a public service, detailed in Exhibit A, in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. The scope of activities to be rendered by the Subrecipient as a condition of receiving funds for the Project/Activity pursuant to this Contract is attached as Exhibit A hereto and made a part of this Contract.

**2. National Objectives**

The Subrecipient will carry out the activities funded under this Agreement that meet the CDBG program's National Objective of:

- ☒ **Assisting low and moderate-income persons, said income guidelines found in Exhibit B**
- ☐ Aid in the prevention or elimination of slums or blight

- ☐ Meet community development needs having a particular urgency, as defined in 24 CFR 570.208.
- ☐ Other (Explain) \_\_\_\_\_

### 3. Project Budget

The City agrees, subject to the terms and conditions of this Agreement, to compensate the Subrecipient for the Statement of Work outlined in Exhibit A, providing services to victims of domestic violence, not to exceed \$25,000.00.

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

### 4. Reallocations

The Subrecipient may reallocate up to ten percent (10%) of the total grant amount received to an eligible activity cost. Such reallocation will be referred to as a revision. The Subrecipient must, prior to the drawdown reflecting the change, contact the City to discuss the reallocation. Any change that results in a cumulative reallocation of ten percent (10%) or more of the total grant, any inclusion of a new activity, deletion of an approved activity, any change in the implementation schedule, or any change in grant terms will require an amendment and prior City approval per Section E (7) of this Agreement. Such reallocation will be referred to as an amendment. Requests for revisions or amendments are due no later than March 31 of the program year. Budget revisions or amendments requested during the final ninety (90) days of the agreement period will be approved by the City only if it determines that the revisions are necessary to complete project activities.

### 5. Retainage

Five percent (5%) of the total grant amount may be retained from payment until such report of audit referenced in Section B (7) of this Agreement, has been provided to, and accepted by the City. No audit fees will be reimbursed by the City.

### 6. Term and Time of Performance

Services of the Subrecipient shall start on July 1, 2021 and end on June 30, 2022. All the required activities and services, except for audit, will be completed by or before this date. The City may grant extensions at its sole discretion. Only a valid written Amendment to the Agreement shall alter this completion date. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income.

#### 7. Performance Measures and Monitoring

In compliance with the Department of Housing & Urban Development's Outcome Performance measurement system (24CFR 91.220(e))

The City will monitor the performance of the Subrecipient against goals and required performance standards. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period after being notified by the City, agreement suspension or termination procedures will be initiated.

#### 8. On Site Monitoring

The Subrecipient shall be subject to site visits, desktop monitoring, or other methods of monitoring as deemed necessary by personnel of the City, or a designee of the City or duly authorized officials of federal government, for the purpose of monitoring the Subrecipient's delivery of services and compliance with terms of the agreement and federal standards that pertain to federally funded grant activities. Review may include but are not limited to: agency and program policies, procedures, standards, handbooks and operational documents; accounting books and records for financial management and documentation of program costs such as time sheets and mileage logs; verification records of the persons to participate or benefit from grant funded activities; documentation of report data and other program progress; and records demonstrating procurement procedures and property management. The reviewers will have access to and the right to examine, audit, duplicate, excerpt and/or transcribe any of the Subrecipient's records pertaining to all matters covered by this Agreement. The Subrecipient shall be subject to subsequent site visits to review correction of any deficiencies.

### **B. RECORDS AND REPORTS**

#### 1. Maintenance



The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 and by the City that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities, individuals, or households;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program, such as
- f) Financial records as required by 24 CFR Part 570.502, and 24 CFR 84.21-28;
- g) Other records necessary to document compliance with Subpart K of 24 CFR 570;
- h) A list of current board members, calendar of upcoming board meetings and minutes of all board meetings; and
- i) Equity metrics on race, income, and head of household.

## 2. Retention

The Subrecipient agrees to keep the records required by this Agreement. The Subrecipient shall retain all records for a period of five (5) years. The retention period begins on the date of submission of the City's annual performance and evaluation report to HUD in which activities assisted under this agreement are reported for the final time. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Properties retained shall continue to meet eligibility criteria and shall conform with the "reversion of assets" restrictions specified in Section G of this Agreement. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

The list of current board members and minutes of all board meetings will be kept on file and maintained at the Subrecipient's main business office as public records. The minutes and board member list shall be available for the public to view during the Subrecipient's normal working hours. Copies may be provided according to the Subrecipient's policy.

3. Client Data. Subrecipient shall maintain Client Data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, income level or other basis for determining eligibility, and description of service provided, racial and ethnic data and single head-of-household data, and any other records pertaining to CDBG funds as required by 2 CFR Part 200. In addition, data will be retained for affordability and income targeting for each household. Such information shall be made available to City monitors or their designees for review upon request.
4. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the city's or Subrecipient's responsibilities with respect to services provided under this contract may be prohibited by federal or state law unless written consent is obtained from such person receiving service and in the case of a minor, that of a responsible parent/guardian.
5. Reporting Procedures  
The Subrecipient will submit quarterly reports to the City detailing its activities related to the use of City funds including a performance report and a financial report outlining the use of City funds and shall be submitted no later than the fifteenth (15<sup>th</sup>) day of October, January, April, and July and a final performance report by July 31<sup>st</sup>, in such forms as the City requires. In the event a due date for a report falls on a weekend or holiday, the report will be due the next business day. The Subrecipient shall provide information upon request for preparation of the Consolidated Plan, the CAPER, and any other reports or plans required by the City or HUD.
6. Close-out  
The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.
7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, its designees or the federal government, at any time during normal business hours, as often as the City or federal government deems necessary to audit, examine, and duplicate or make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within timeframe stipulated by the City. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Subrecipient hereby agrees to have an annual agency audit conducted by a certified accountant according to Generally Accepted Government Auditing Standards. Agencies that had total expenses less than \$150,000 on the audit for the most recently audited fiscal year and had no deficiencies or findings on that audit or subsequent monitoring visits may be eligible to submit an audit every other year subject to written approval from the City. This written approval, if granted, will be included in Exhibit E. Additionally, if the agency meets the thresholds established in 2 CFR Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Subpart F the audit will be performed as a Single Audit. The subrecipient agrees to follow any other audit procedures as established by the City. The completed audit, audited financial statements, schedule of findings, all related reports, the management letter from the auditor to the Subrecipient, and the Subrecipient's response(s) to the auditor (if required by the audit) must be provided to the City within six (6) months of the Subrecipient's fiscal year-end. No audit fees will be reimbursed under this CDBG agreement by the City.

## 8. Payment

### a. Maximum Amount and Drawdowns

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed the amount stipulated in Section 3 of this Agreement. Drawdowns for the payment of eligible expenses are reimbursement only and shall be made in accordance with any City policy concerning payments.

### b. Financial Management System Certification

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The entire amount of allowable grant expenses (including those to be paid with program income) shall be supported by source documentation (e.g., invoices, time sheets, receipts, etc.). The City reserves the right to request any additional documentation, as it deems necessary.

c. Reimbursement Schedule

The Subrecipient may requisition a reimbursement of expenses. Such reimbursement requests must include proof of payment of the requested expense. Request for salary reimbursement must be within 30 days from end of pay period. Other requests dated within 60 days from date of service/purchase will be accepted. Final request must be submitted by June 15, 2022.

C. **PROGRAM INCOME**

The Subrecipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds. The documentation, reporting and use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR Part 200 for activities permitted under this agreement. Requests for funds shall be reduced by the amount of any such program income balances on hand. Any program income on hand when this Agreement expires, or received after this Agreement's expiration, shall, at the City's discretion, be returned to the City or used by the Subrecipient for eligible activities as identified in an agreement that becomes effective upon expiration of this Agreement. Any interest earned from funds held in a revolving fund account is not program income and shall be remitted to the City which will, in turn, remit it to HUD.

D. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable. These principles shall be applied for all costs incurred.

3. Procurement

The Subrecipient shall have its own procurement policies and procedures. Said policies shall meet the requirements of 2 CFR Part 200 Subpart D Procurement Standards. The Subrecipient shall follow Management Standards as modified by 24 CFR 570.502(b) (3) (vi), covering use and disposition of property.

4. Copyright

If this Agreement results in any copyrightable material or inventions, the City and/or federal government reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work or materials for government purposes.

**E. OTHER PROGRAM REQUIREMENTS**

1. General Compliance

The Subrecipient agrees to comply with the requirements of 24 CFR 570. The Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing its operations and the funds provided under this Agreement. The Subrecipient agrees to remain current on all applicable taxes, assessments and other governmental charges and to maintain all Subrecipient owned property(ies) in compliance with all applicable City Codes. The Subrecipient further agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.

2. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Except for the benefits and stipulated amounts indicated under this Agreement, the City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent contractor.

The Subrecipient shall be responsible for hiring all program personnel. All such personnel shall be considered to be employees of the Subrecipient.

3. Hold Harmless and Indemnification

The Subrecipient, its agents and any assignees shall agree to hold harmless and indemnify the City and its agents, officials and employees against all suits, claims, damages, and losses, including attorney fees that may be based on any injury to person or property due to negligent acts, errors or omissions of the Subrecipient.

4. Worker's Compensation

The Subrecipient shall provide Worker's Compensation Insurance coverage per Iowa State Code, Chapter 85.

5. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or physical damage.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48 and any applicable state and local requirements for insurance and bonding. Subrecipient shall meet the strictest standard for bonding and insurance coverage.

6. City Recognition

The Subrecipient shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities, and items used pursuant to this Agreement shall be prominently labeled as to funding source. In the event that a program funded through CDBG is described in literature, newspaper articles, TV reports and other public medium, the Subrecipient must give credit to the City and the CDBG program.

7. Amendments

The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by a duly authorized representative of both organizations. The deadline for amendments in any program year is March 31, unless extended at the sole discretion of the City in extraordinary circumstances. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Subrecipient.

8. **RELOCATION, PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the

requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Recipient ordinances, resolutions and policies concerning the displacement of persons from their residences.

#### 9. Federal, State, and Local Law Applicability

By virtue of the federal funding provided for under this agreement, the parties hereto shall be bound by and adhere to all applicable federal, state, and local laws, rules, policies, orders and directions, including by way of specification but not limited to the following:

- Title VI of the Civil Rights Act of 1964, as amended;
- The Fair Housing Act – Title VIII of the Civil Rights Act of 1968, as amended;
- Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended (;
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended;
- Section 504 of the Rehabilitation Act of 1973,
- The Americans with Disabilities Act of 1990, as amended;
- Section 3 of the Housing & Community Development Act of 1968 (12 U.S.C. 1701u);
- The Age Discrimination Act of 1975, as amended;
- Executive Order 11063, as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Executive Order 11246 (as amended by Executive Orders 11375 and 12086) – Equal Opportunity Under HUD contracts and HUD-assisted construction Contracts;
- Age Discrimination in Employment Act of 1967, as amended.
- Chapter 216 of the Iowa Civil Rights Act of 1965, as amended
- The Equal Pay Act of 1963, as amended.
- The Civil Rights Act of 1991, as amended
- Davis-Bacon Act, as amended, where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended;
- Contract Work Hours and Safety Standards Act;
- Copeland Anti-Kickback Act;
- CARES Act of 2020;
- Iowa Civil Rights Act of 1965, as amended;
- Dubuque Civil Rights Ordinance, City of Dubuque Code of Ordinances, Title 8, and.
- Others as applicable



and shall include compliance with these provisions in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subcontractors.

#### 10. Nondiscrimination

No person shall be excluded from or denied the benefits of Subrecipient's service or programs or be denied employment on the basis of race, color, religion, creed, sex, sexual orientation, gender identity, national origin, ancestry, age, mental or physical disability, marital status or familial status. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination and state that it is an Equal Opportunity or Affirmative Action employer.

#### 11. W/MBE

The Subrecipient will use its best efforts to afford minority – and women-owned business enterprises (at least fifty-one (51) percent owned and controlled by minority group member or women) the maximum practicable opportunity to participate in the performance of this Agreement.

#### 12. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Recipient and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

#### 13. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due from to the subrecipient from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City. No real property acquired, improved or otherwise invested in with CDBG funds, including loan portfolios attributable to the use of CDBG funds, may be assigned, transferred or sold without the prior written consent of the City thereto.

#### 14. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 and 2 CFR Part 200 with respect to conflicts of interest. Requests for exceptions, as permitted by federal regulations, must be made in the manner prescribed by the City.

#### 15. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

#### 16. Lobbying

The Subrecipient hereby certifies that:

- a. No federal funds appropriated under this agreement have been paid or will be paid, by or on behalf of it, 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;

- d. 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.C. 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 such failure.

17. Restrictions

The Subrecipient is prohibited from using CDBG funds or personnel employed in the administration of the program for political purposes, or to engage in other partisan political activities, sectarian, or religious activities or nepotism activities.

18. Environmental Standards

24 CFR Part 58; 24 CFR 570.604; and Section 104(g) HCD

The Subrecipient agrees to comply with the policies of the National Environmental Policy Act of 1969. The purpose of this Act is to attain the widest use of the environment without degradation, risk to health or safety or other undesirable and unintended consequences.

19. Air, Water and Solid Waste

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The Clean Air Act, 42 U.S.C. 7401, et seq., as amended.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et seq., and 21 U.S.C. 349) as amended;
- 42, U.S.C. 6901 et seq., as amended.

20. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes, including rehabilitation.

## 21. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven (7). The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

## 22. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended and the procedures set forth by the Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a federal, state, or local historic property list.

## **F. REMEDIES FOR NON-COMPLIANCE AND TERMINATION**

### 1. Remedies for Noncompliance

If the City at any time determines the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referred to herein, the City may use any or all of the remedies allowed under 2 CFR Part 200.338 and 200.339 to ensure compliance. The City may also impose additional specific award conditions as needed at any time to ensure compliance in accordance with 2 CFR Part 200.207. Possible remedies include:

#### a. Warning

Issuance of a written warning citing the violation that has occurred, and a deadline when the violation must be remedied if it is still occurring.

#### b. Withholding Payment

Withholding of funds by the City until the Subrecipient is found to be in compliance by the City.

c. Grant Adjustment

Adjustment in the payment method or reduction of the grant to the Subrecipient when there is noncompliance and the violation cited has not been remedied as specified.

d. Reimbursement

Reimbursement by the Subrecipient with non-CDBG funds for CDBG funds which have not been spent in accordance with this Agreement.

e. Termination

Termination of funds in whole or in part by the City if the Subrecipient materially fails to comply with any term or condition of this Agreement or with any of the rules, regulations or provisions referred to herein, or for cause as allowed in 2 CFR Part 200.339. In the event of termination of this award, in accordance with 2 CFR Part 200.340(c), the information required under the Federal Funding Accountability and Transparency Act (FFATA) must be provided to the Federal Web site established to fulfill the requirements of FFATA, and update or notification must be provided to any other relevant governmentwide systems or entities of any indications of poor performance as required by 41 U.S.C. 417b and 31 U.S.C. 3321 and implementing guidance at 2 CFR Part 77. Additionally, the requirements for Suspension and Debarment at 2 CFR Part 180 may apply.

f. Nonparticipation

Prohibition of the Subrecipient from future participation in the CDBG program if the Subrecipient has not complied with the action administered by the City.

g. Termination for Convenience

This Agreement may be terminated in whole or in part by either party upon providing the other party a written, ninety (90) day notice, in which case the City and Subrecipient shall agree upon the termination conditions, including the effective date, the disposition of agreement amounts, and in the case of partial termination the portion to be terminated. However, if, in the case of partial termination, the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, and the award is terminated in its entirety, Subrecipient shall promptly repay to the City the full grant amount or that portion of the amount which has been disbursed to Subrecipient prior to such termination.

#### h. Termination due to Loss of Funds

This Agreement will terminate in full or in part, at the discretion of the City, in the event the City suffers a loss of funding or termination of the federal funds which permits it to fund this grant. In the event the City suffers such a loss of funding, the City will give the Subrecipient as much written notice as possible which will set forth the effective date of full or partial termination, or if a change in funding is required, setting forth the change in funding and the changes in approved budget.

### **G. REVERSION OF ASSETS**

#### 1. Program Assets Reversion

Upon the expiration of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement, unless addressed under another agreement as provided in Section C.

#### 2. Real Property Reversion

Any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan) in excess of \$25,000 shall comply with either of the following:

##### a. National Objective Compliance

Used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by the City; or

##### b. National Objective Noncompliance

Not used in accordance with Section G (2) (a) of this Agreement, in which event the Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City. (No payment is required after the period of time specified in Section G (2) (a) of this Agreement.)

### **H. MISCELLANEOUS**

### 1. Subrecipient Legal Authority

By using this Agreement, the Subrecipient warrants and represents that it has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder.

### 2. Waiver

- a. No conditions or provisions of this Agreement can be waived unless approved by the City in writing.
- b. The City's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach will not constitute a waiver of any rights under this Agreement.

### 3. Designation of Officials

City designates the City Manager or the City Manager's designee as its authorized representative with respect to the work to be performed under this Agreement including, but not limited to, the ability to execute any changes in the terms, conditions, or amounts specified in this Agreement .

The Board Chair of the Subrecipient or designee is the official authorized to execute any changes in the terms, conditions or amounts specified in this Agreement.

### 4. Special Conditions for Release of Funds

Funding of the amount stipulated in Section 3 will not be released to the Subrecipient by the City until the Subrecipient demonstrates compliance with the Section D (1).

### 5. Duplication of Benefits, CARES Act.

Subrecipient understands the 2020 CARES Act requires the City to monitor and track assistance awards and if City identifies a duplication of benefits provided to Subrecipient, Subrecipient agrees to repay assistance that is determined to be duplicative.

### 6. Code of Conduct

The City expects that Subrecipients and any subcontractors of Subrecipients to demonstrate courtesy, consideration and promptness in dealing with the public, program participants, the City, and other governmental agencies.

### 7. Agreement Coverage



This instrument along with any Exhibits and the grant application contain the entire agreement between the parties. Any statements, inducements or promises not contained will not be binding upon the parties. This Agreement will be binding upon the successors in office of the respective parties.

8. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

9. Notice to Proceed

The City will issue a Notice to Proceed to the Subrecipient to incur costs relative to the program implementation.

10. Exhibits.

All Exhibits are hereby incorporated into this Agreement.

11. Notices

Notices required by this Agreement shall be in writing and delivered via mail, commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

**City**

Madeline Haverland  
Community Development Specialist  
Housing & Community Dev. Dept  
350 W. 6<sup>th</sup> Street, Suite 312  
Dubuque, IA 52001

**Subrecipient**

Deb Gustafson  
Dubuque Community Y  
35 N. Booth St  
Dubuque, IA 52001

12. Compliance with Laws. Subrecipient shall be responsible for laws at the federal, state, and local level.

13. Governing Law. This Agreement is a contract executed under and to be construed under the laws of the State of Iowa. Any legal action arising out of or related to this Lease shall be brought in a court of competent jurisdiction in Dubuque County, Iowa.

14. Section Headings and Subheadings.

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

15. CONTRACTOR WARRANTIES/GUARANTEES Contractors shall guarantee and warranty the work done pursuant to a CDBG project for a period of two (2) years. In addition, Contractor shall furnish property owners with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day of July 6, 2021.

CITY OF DUBUQUE, IOWA,  
50 W 13<sup>th</sup> Street  
Dubuque, Iowa 52001

Dubuque Community Y, Subrecipient  
35 N Booth Street  
Dubuque, IA 52001

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Signature

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Signature  
Executive Director

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Printed Name  
Mayor

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Printed Name  
Executive Director

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Signature  
Chair, Board of Directors

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Printed Name  
Chair, Board of Directors

## **LIST OF EXHIBITS**

<b>EXHIBIT A</b>	<b>STATEMENT OF WORK</b>
<b>EXHIBIT B</b>	<b>INCOME GUIDELINES</b>

## **EXHIBIT A STATEMENT OF WORK**

Dubuque Community YMCA/YWCA Domestic Violence Shelter will provide the following services:

- Provide safe housing and services for victims and families experiencing domestic violence,
- Provide services to empower domestic violence victims to move forward in their life by gaining individual independence, by assisting with information related to no contact orders, facilitating access to housing, employment and education assistance, and more.

Limited Clientele activities benefit a specific targeted group of persons of which at least 51 percent must be LMI. In order to meet the LMI Limited Clientele criteria, the activity must:

- Serve at least 51 percent LMI, as evidenced by documentation and data concerning beneficiary family size and income;
- Have income-eligibility requirements which limit the service to persons meeting the LMI income requirement, as evidenced by the administering agency's procedures, intake/application forms, income limits, and other sources of documentation;
- Serve a group primarily presumed to be LMI such as abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, persons living with AIDS and migrant farm workers; or
- Be of such a nature and in a location that it may be concluded that the activity's clientele are LMI.

## **EXHIBIT B INCOME GUIDELINES**

### **CITY OF DUBUQUE, IA INCOME GUIDELINES FOR FINANCIAL ASSISTANCE**

Income limits are defined and occasionally revised by the U.S. Department of Housing and Urban Development's estimated median family income.

A low-income person or family has a total income which falls between the fifty (50) percent and eighty (80) percent median for the area, adjusted for size.

A very low-income person, family, or household has a total income which falls between thirty (30) and fifty (50) percent of the median income, adjusted for size, of the metropolitan area.

A 30% median-income person, family or household has a total income which is between 0 and thirty (30) percent of the median income, adjusted for size, of the metropolitan area.

The maximum income limits as of June 1, 2021 for the Dubuque Metropolitan Area are as follows:

Household Size	Below 30% AMI	Below 50% AMI	Below 80% AMI	Above 80% AMI
Family Size 1:	<\$16,600	<\$27,600	<\$44,150	>\$44,150
Family Size 2:	<\$18,950	<\$31,550	<\$50,450	>\$50,450
Family Size 3:	<\$21,300	<\$35,500	<\$56,750	>\$56,750
Family Size 4:	<\$23,650	<\$39,400	<\$63,050	>\$63,050
Family Size 5:	<\$25,550	<\$42,600	<\$68,100	>\$68,100
Family Size 6:	<\$27,450	<\$45,750	<\$73,150	>\$73,150
Family Size 7:	<\$29,350	<\$48,900	<\$78,200	>\$78,200
Family Size 8:	<\$31,250	<\$52,050	<\$83,250	>\$83,250

Income limits for CDBG funded programs can be found on the HUD Exchange <https://www.hudexchange.info/resource/5334/cdbg-income-limits/>

Organizations required to verify income are encouraged to use the CPD Income Eligibility Calculator at <https://www.hudexchange.info/incomecalculator/>

**City of Dubuque  
City Council Meeting**

**Action Items # 5.**

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**ITEM TITLE:** Community Development Block Grant (CDBG) CV Contract for Dubuque Food Pantry

**SUMMARY:** City Manager recommending approval of a contract for Community Development Block Grant (CDBG) CARES Act funding for assistance to the Dubuque Food Pantry in the amount of \$167,955.

**RESOLUTION** Authorizing Execution of CDBG-CV Agreement with Dubuque Food Pantry

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

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
CDBG-CV Assistance Dubuque Food Pantry-MVM Memo	City Manager Memo
CDBG-CV Food Pantry Assistance Staff Memo	Staff Memo
CDBG-CV Assistance Food Pantry Resolution	Resolutions
CDBG-CV Assistance Food Pantry Agreement	Supporting Documentation



**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** CDBG-CV Contract for Dubuque Food Pantry

**DATE:** June 30, 2021

Housing and Community Development Director Alexis Steger recommends City Council approval of a contract for CDBG CARES Act funding for assistance to the Dubuque Food Pantry in the amount of \$167,955 to increase their services to include delivery of food and goods to seniors, hire a part-time staff person to assist with operations and expand capacity for additional hours, and install a ramp on the rear of the building to make food deliveries more efficient. These changes will help current volunteers focus efforts on food distribution to increase the number of people able to be served by the Dubuque Food Pantry as we continue to recover from the effects of COVID-19.

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  
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: CDBG-CV Contract for Dubuque Food Pantry

DATE: June 29, 2021

### **Introduction**

The attached memorandum transmits the contract for CDBG-CV funds for assistance to the Dubuque Food Pantry for meeting increased demand.

### **Discussion**

The City of Dubuque was awarded CDBG CARES Act funding to prevent, prepare for, and respond to the coronavirus.

The City engaged in conversation with local service providers, including the Dubuque Food Pantry to assess capacity needs during the pandemic. The Dubuque Food Pantry identified needs that are eligible, in alignment with CARES Act funding requirements, and that will result in increased services to our community members with increased vulnerability to COVID-19.

The Dubuque Food Pantry requested \$167,955 to increase their services to include delivery of food and goods to seniors, hiring a part-time staff person to assist with operations and expand capacity for additional hours, and install a ramp on the rear of the building to make food deliveries more efficient. These changes will help current volunteers focus efforts on food distribution to increase the number of people able to be served by the Dubuque Food Pantry as we continue to recover from the effects of COVID-19.

### **Recommendation**

I respectfully request the City Council approve the attached CDBG Contract with the Dubuque Food Pantry and authorize the Mayor to execute the contract on behalf of the City.

Prepared by: Maddy Haverland, Community Development Specialist

**RESOLUTION NO. \_\_\_\_-2021**

**RESOLUTION AUTHORIZING EXECUTION OF CDBG-CV AGREEMENT WITH  
DUBUQUE FOOD PANTRY.**

Whereas, the Dubuque Food Pantry prepared a request to provide support for increased demand due to the COVID-19 pandemic; and

Whereas, the City Council approved the CDBG Fiscal Year 2020/Program Year 2019 Amendment #3 budget that included CDBG CARES Act allocation; and

Whereas, the submission will be reviewed by the Community Development Advisory Commission on July 21<sup>st</sup>, 2021; and

Whereas, all services provided will be to a minimum of 51% low/moderate income residents.

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

Section 1. That the contract with the Dubuque Food Pantry, beginning no sooner than July 22, 2021 be approved, pending all requirements for CDBG-CV funding be approved, including authorization by the Community Development Advisory Commission.

Section 2. That the Mayor of the City of Dubuque is hereby authorized and directed to execute said Agreement and related documents on behalf of the City of Dubuque, Iowa.

Passed, approved, and adopted this 6th day of July 2021.

Attest

\_\_\_\_\_  
Roy D. Buol, Mayor

\_\_\_\_\_  
Adrienne Breitfelder, City Clerk

**SUBRECIPIENT AGREEMENT BETWEEN  
THE CITY OF DUBUQUE  
AND  
DUBUQUE FOOD PANTRY**

THIS SUBRECIPIENT AGREEMENT is entered into by and between the City of Dubuque (herein called the "City") and Dubuque Food Pantry (herein called the "Subrecipient"), effective upon the date last signed below.

WHEREAS, the City has applied for and received Community Development Block Grant (CDBG) – CARES Act funds from the United States Government through the Department of Housing and Urban Development under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 and has received approval of activities under Federal Award Identifier Number B-20-MW-19-0004 which was awarded to the City for the purpose of preventing, preparing, and responding to the coronavirus; and

WHEREAS, the City wishes to engage Subrecipient to assist the City in utilizing such CDBG funds to assist Subrecipient with rehabilitation of a public facility,

WHEREAS, both the City and the Subrecipient desire to make a written agreement with respect to said funds and the implementation of the project to which they pertain; and

WHEREAS, both the City and the Subrecipient certify that the activity will meet the CDBG National Objective of benefit to low- and moderate-income persons,

NOW, THEREFORE, in consideration of the mutual promises of the parties, it is agreed as follows:

**A. STATEMENT OF WORK**

1. Activities

The Subrecipient will be responsible for administering a CDBG-CV project, detailed in Exhibit A, in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. The scope of activities to be rendered by the Subrecipient as a condition of receiving funds for the Project/Activity pursuant to this Contract is attached as Exhibit A hereto and made a part of this Contract.

2. National Objectives

The Subrecipient will carry out the activities funded under this Agreement that meet the CDBG program's National Objective of:

- ☒ **Assisting low and moderate-income persons, said income guidelines found in Exhibit B**
- ☐ Aid in the prevention or elimination of slums or blight
- ☐ Meet community development needs having a particular urgency, as defined in 24 CFR 570.208.
- ☐ Other (Explain) \_\_\_\_\_

### 3. Project Budget

The City agrees, subject to the terms and conditions of this Agreement, to compensate the Subrecipient for the Statement of Work outlined in Exhibit A, not to exceed \$167,955.00.

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

### 4. Reallocations

The Subrecipient may reallocate up to ten percent (10%) of the total grant amount received to an eligible activity cost. Such reallocation will be referred to as a revision. The Subrecipient must, prior to the drawdown reflecting the change, contact the City to discuss the reallocation. Any change that results in a cumulative reallocation of ten percent (10%) or more of the total grant, any inclusion of a new activity, deletion of an approved activity, any change in the implementation schedule, or any change in grant terms will require an amendment and prior City approval per Section E (7) of this Agreement. Such reallocation will be referred to as an amendment. Requests for revisions or amendments are due no later than March 31 of the program year. Budget revisions or amendments requested during the final ninety (90) days of the agreement period will be approved by the City only if it determines that the revisions are necessary to complete project activities.

### 5. Retainage

Five percent (5%) of the total grant amount may be retained from payment until such report of audit referenced in Section B (7) of this Agreement, has been provided to, and accepted by the City. No audit fees will be reimbursed by the City.

### 6. Term and Time of Performance

Services of the Subrecipient shall start on July 1, 2021 and end on June 30, 2022. All the required activities and services, except for audit, will be completed by or before this date. The City may grant extensions at its sole discretion. Only a valid written Amendment to the Agreement shall alter this completion date. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income.

#### 7. Performance Measures and Monitoring

In compliance with the Department of Housing & Urban Development's Outcome Performance measurement system (24CFR 91.220(e))

The City will monitor the performance of the Subrecipient against goals and required performance standards. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period after being notified by the City, agreement suspension or termination procedures will be initiated.

#### 8. On Site Monitoring

The Subrecipient shall be subject to site visits, desktop monitoring, or other methods of monitoring as deemed necessary by personnel of the City, or a designee of the City or duly authorized officials of federal government, for the purpose of monitoring the Subrecipient's delivery of services and compliance with terms of the agreement and federal standards that pertain to federally funded grant activities. Review may include but are not limited to: agency and program policies, procedures, standards, handbooks and operational documents; accounting books and records for financial management and documentation of program costs such as time sheets and mileage logs; verification records of the persons to participate or benefit from grant funded activities; documentation of report data and other program progress; and records demonstrating procurement procedures and property management. The reviewers will have access to and the right to examine, audit, duplicate, excerpt and/or transcribe any of the Subrecipient's records pertaining to all matters covered by this Agreement. The Subrecipient shall be subject to subsequent site visits to review correction of any deficiencies.

### **B. RECORDS AND REPORTS**

#### 1. Maintenance

The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 and by the City that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities, individuals, or households;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program, such as
- f) Financial records as required by 24 CFR Part 570.502, and 24 CFR 84.21-28;
- g) Other records necessary to document compliance with Subpart K of 24 CFR 570;
- h) A list of current board members, calendar of upcoming board meetings and minutes of all board meetings; and
- i) Equity metrics on race, income, and head of household.

## 2. Retention

The Subrecipient agrees to keep the records required by this Agreement. The Subrecipient shall retain all records for a period of five (5) years. The retention period begins on the date of submission of the City's annual performance and evaluation report to HUD in which activities assisted under this agreement are reported for the final time. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Properties retained shall continue to meet eligibility criteria and shall conform with the "reversion of assets" restrictions specified in Section G of this Agreement. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

The list of current board members and minutes of all board meetings will be kept on file and maintained at the Subrecipient's main business office as public records. The minutes and board member list shall be available for the public to view during the Subrecipient's normal working hours. Copies may be provided according to the Subrecipient's policy.

3. Client Data. Subrecipient shall maintain Client Data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, income level or other basis for determining eligibility, and description of service provided, racial and ethnic data and single head-of-household data, and any other records pertaining to CDBG funds as required by 2 CFR Part 200. In addition, data will be retained for affordability and income targeting for each household. Such information shall be made available to City monitors or their designees for review upon request.
4. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the city's or Subrecipient's responsibilities with respect to services provided under this contract may be prohibited by federal or state law unless written consent is obtained from such person receiving service and in the case of a minor, that of a responsible parent/guardian.
5. Reporting Procedures  
The Subrecipient will submit quarterly reports to the City detailing its activities related to the use of City funds including a performance report and a financial report outlining the use of City funds and shall be submitted no later than the fifteenth (15<sup>th</sup>) day of October, January, April, and July and a final performance report by July 31<sup>st</sup>, in such forms as the City requires. In the event a due date for a report falls on a weekend or holiday, the report will be due the next business day. The Subrecipient shall provide information upon request for preparation of the Consolidated Plan, the CAPER, and any other reports or plans required by the City or HUD.
6. Close-out  
The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.
7. Audits & Inspections



All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, its designees or the federal government, at any time during normal business hours, as often as the City or federal government deems necessary to audit, examine, and duplicate or make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within timeframe stipulated by the City. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Subrecipient hereby agrees to have an annual agency audit conducted by a certified accountant according to Generally Accepted Government Auditing Standards. Agencies that had total expenses less than \$150,000 on the audit for the most recently audited fiscal year and had no deficiencies or findings on that audit or subsequent monitoring visits may be eligible to submit an audit every other year subject to written approval from the City. This written approval, if granted, will be included in Exhibit E. Additionally, if the agency meets the thresholds established in 2 CFR Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Subpart F the audit will be performed as a Single Audit. The subrecipient agrees to follow any other audit procedures as established by the City. The completed audit, audited financial statements, schedule of findings, all related reports, the management letter from the auditor to the Subrecipient, and the Subrecipient's response(s) to the auditor (if required by the audit) must be provided to the City within six (6) months of the Subrecipient's fiscal year-end. No audit fees will be reimbursed under this CDBG agreement by the City.

## 8. Payment

### a. Maximum Amount and Drawdowns

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed the amount stipulated in Section 3 of this Agreement. Drawdowns for the payment of eligible expenses are reimbursement only and shall be made in accordance with any City policy concerning payments.

### b. Financial Management System Certification

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The entire amount of allowable grant expenses (including those to be paid with program income) shall be supported by source documentation (e.g., invoices, time sheets, receipts, etc.). The City reserves the right to request any additional documentation, as it deems necessary.

c. Reimbursement Schedule

The Subrecipient may requisition a reimbursement of expenses. Such reimbursement requests must include proof of payment of the requested expense. Request for salary reimbursement must be within 30 days from end of pay period. Other requests dated within 60 days from date of service/purchase will be accepted. Final request must be submitted by June 15, 2022.

C. **PROGRAM INCOME**

The Subrecipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds. The documentation, reporting and use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR Part 200 for activities permitted under this agreement. Requests for funds shall be reduced by the amount of any such program income balances on hand. Any program income on hand when this Agreement expires, or received after this Agreement's expiration, shall, at the City's discretion, be returned to the City or used by the Subrecipient for eligible activities as identified in an agreement that becomes effective upon expiration of this Agreement. Any interest earned from funds held in a revolving fund account is not program income and shall be remitted to the City which will, in turn, remit it to HUD.

D. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable. These principles shall be applied for all costs incurred.

3. Procurement

The Subrecipient shall have its own procurement policies and procedures. Said policies shall meet the requirements of 2 CFR Part 200 Subpart D Procurement Standards. The Subrecipient shall follow Management Standards as modified by 24 CFR 570.502(b) (3) (vi), covering use and disposition of property.

4. Copyright

If this Agreement results in any copyrightable material or inventions, the City and/or federal government reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work or materials for government purposes.

**E. OTHER PROGRAM REQUIREMENTS**

1. General Compliance

The Subrecipient agrees to comply with the requirements of 24 CFR 570. The Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing its operations and the funds provided under this Agreement. The Subrecipient agrees to remain current on all applicable taxes, assessments and other governmental charges and to maintain all Subrecipient owned property(ies) in compliance with all applicable City Codes. The Subrecipient further agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available.

2. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Except for the benefits and stipulated amounts indicated under this Agreement, the City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent contractor.

The Subrecipient shall be responsible for hiring all program personnel. All such personnel shall be considered to be employees of the Subrecipient.

3. Hold Harmless and Indemnification

The Subrecipient, its agents and any assignees shall agree to hold harmless and indemnify the City and its agents, officials and employees against all suits, claims, damages, and losses, including attorney fees that may be based on any injury to person or property due to negligent acts, errors or omissions of the Subrecipient.

4. Worker's Compensation

The Subrecipient shall provide Worker's Compensation Insurance coverage per Iowa State Code, Chapter 85.

5. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or physical damage.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48 and any applicable state and local requirements for insurance and bonding. Subrecipient shall meet the strictest standard for bonding and insurance coverage.

6. City Recognition

The Subrecipient shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities, and items used pursuant to this Agreement shall be prominently labeled as to funding source. In the event that a program funded through CDBG is described in literature, newspaper articles, TV reports and other public medium, the Subrecipient must give credit to the City and the CDBG program.

7. Amendments

The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by a duly authorized representative of both organizations. The deadline for amendments in any program year is March 31, unless extended at the sole discretion of the City in extraordinary circumstances. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Subrecipient.

**8. RELOCATION, PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the

requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Recipient ordinances, resolutions and policies concerning the displacement of persons from their residences.

#### 9. Federal, State, and Local Law Applicability

By virtue of the federal funding provided for under this agreement, the parties hereto shall be bound by and adhere to all applicable federal, state, and local laws, rules, policies, orders and directions, including by way of specification but not limited to the following:

- Title VI of the Civil Rights Act of 1964, as amended;
- The Fair Housing Act – Title VIII of the Civil Rights Act of 1968, as amended;
- Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended (;
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended;
- Section 504 of the Rehabilitation Act of 1973,
- The Americans with Disabilities Act of 1990, as amended;
- Section 3 of the Housing & Community Development Act of 1968 (12 U.S.C. 1701u);
- The Age Discrimination Act of 1975, as amended;
- Executive Order 11063, as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Executive Order 11246 (as amended by Executive Orders 11375 and 12086) – Equal Opportunity Under HUD contracts and HUD-assisted construction Contracts;
- Age Discrimination in Employment Act of 1967, as amended.
- Chapter 216 of the Iowa Civil Rights Act of 1965, as amended
- The Equal Pay Act of 1963, as amended.
- The Civil Rights Act of 1991, as amended
- Davis-Bacon Act, as amended, where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended;
- Contract Work Hours and Safety Standards Act;
- Copeland Anti-Kickback Act;
- CARES Act of 2020;
- Iowa Civil Rights Act of 1965, as amended;
- Dubuque Civil Rights Ordinance, City of Dubuque Code of Ordinances, Title 8, and.
- Others as applicable

and shall include compliance with these provisions in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subcontractors.

10. Nondiscrimination

No person shall be excluded from or denied the benefits of Subrecipient's service or programs or be denied employment on the basis of race, color, religion, creed, sex, sexual orientation, gender identity, national origin, ancestry, age, mental or physical disability, marital status or familial status. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination and state that it is an Equal Opportunity or Affirmative Action employer.

11. W/MBE

The Subrecipient will use its best efforts to afford minority – and women-owned business enterprises (at least fifty-one (51) percent owned and controlled by minority group member or women) the maximum practicable opportunity to participate in the performance of this Agreement.

12. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Recipient and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

13. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due from the subrecipient from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City. No real property acquired, improved or otherwise invested in with CDBG funds, including loan portfolios attributable to the use of CDBG funds, may be assigned, transferred or sold without the prior written consent of the City thereto.

#### 14. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 and 2 CFR Part 200 with respect to conflicts of interest. Requests for exceptions, as permitted by federal regulations, must be made in the manner prescribed by the City.

#### 15. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

#### 16. Lobbying

The Subrecipient hereby certifies that:

- a. No federal funds appropriated under this agreement have been paid or will be paid, by or on behalf of it, 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;



- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;
- d. 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.C. 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 such failure.

17. Restrictions

The Subrecipient is prohibited from using CDBG funds or personnel employed in the administration of the program for political purposes, or to engage in other partisan political activities, sectarian, or religious activities or nepotism activities.

18. Environmental Standards

24 CFR Part 58; 24 CFR 570.604; and Section 104(g) HCD

The Subrecipient agrees to comply with the policies of the National Environmental Policy Act of 1969. The purpose of this Act is to attain the widest use of the environment without degradation, risk to health or safety or other undesirable and unintended consequences.

19. Air, Water and Solid Waste

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The Clean Air Act, 42 U.S.C. 7401, et seq., as amended.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et seq., and 21 U.S.C. 349) as amended;
- 42, U.S.C. 6901 et seq., as amended.

20. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973, the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes, including rehabilitation.

#### **21. Lead-Based Paint**

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven (7). The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

#### **22. Historic Preservation**

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended and the procedures set forth by the Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a federal, state, or local historic property list.

### **F. REMEDIES FOR NON-COMPLIANCE AND TERMINATION**

#### **1. Remedies for Noncompliance**

If the City at any time determines the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referred to herein, the City may use any or all of the remedies allowed under 2 CFR Part 200.338 and 200.339 to ensure compliance. The City may also impose additional specific award conditions as needed at any time to ensure compliance in accordance with 2 CFR Part 200.207. Possible remedies include:

a. Warning

Issuance of a written warning citing the violation that has occurred, and a deadline when the violation must be remedied if it is still occurring.

b. Withholding Payment

Withholding of funds by the City until the Subrecipient is found to be in compliance by the City.

c. Grant Adjustment

Adjustment in the payment method or reduction of the grant to the Subrecipient when there is noncompliance and the violation cited has not been remedied as specified.

d. Reimbursement

Reimbursement by the Subrecipient with non-CDBG funds for CDBG funds which have not been spent in accordance with this Agreement.

e. Termination

Termination of funds in whole or in part by the City if the Subrecipient materially fails to comply with any term or condition of this Agreement or with any of the rules, regulations or provisions referred to herein, or for cause as allowed in 2 CFR Part 200.339. In the event of termination of this award, in accordance with 2 CFR Part 200.340(c), the information required under the Federal Funding Accountability and Transparency Act (FFATA) must be provided to the Federal Web site established to fulfill the requirements of FFATA, and update or notification must be provided to any other relevant governmentwide systems or entities of any indications of poor performance as required by 41 U.S.C. 417b and 31 U.S.C. 3321 and implementing guidance at 2 CFR Part 77. Additionally, the requirements for Suspension and Debarment at 2 CFR Part 180 may apply.

f. Nonparticipation

Prohibition of the Subrecipient from future participation in the CDBG program if the Subrecipient has not complied with the action administered by the City.

g. Termination for Convenience

This Agreement may be terminated in whole or in part by either party upon providing the other party a written, ninety (90) day notice, in which case the City and Subrecipient shall agree upon the termination conditions, including the effective date, the disposition of agreement amounts, and in the case of partial termination the portion to be terminated. However, if, in the case of partial termination, the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, and the award is terminated in its entirety, Subrecipient shall promptly repay to the City the full grant amount or that portion of the amount which has been disbursed to Subrecipient prior to such termination.

h. Termination due to Loss of Funds

This Agreement will terminate in full or in part, at the discretion of the City, in the event the City suffers a loss of funding or termination of the federal funds which permits it to fund this grant. In the event the City suffers such a loss of funding, the City will give the Subrecipient as much written notice as possible which will set forth the effective date of full or partial termination, or if a change in funding is required, setting forth the change in funding and the changes in approved budget.

**G. REVERSION OF ASSETS**

1. Program Assets Reversion

Upon the expiration of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement, unless addressed under another agreement as provided in Section C.

2. Real Property Reversion

Any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan) in excess of \$25,000 shall comply with either of the following:

a. National Objective Compliance

Used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by the City; or

b. National Objective Noncompliance

Not used in accordance with Section G (2) (a) of this Agreement, in which event the Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City. (No payment is required after the period of time specified in Section G (2) (a) of this Agreement.)

## **H. MISCELLANEOUS**

### **1. Subrecipient Legal Authority**

By using this Agreement, the Subrecipient warrants and represents that it has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder.

### **2. Waiver**

- a. No conditions or provisions of this Agreement can be waived unless approved by the City in writing.
- b. The City's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach will not constitute a waiver of any rights under this Agreement.

### **3. Designation of Officials**

City designates the City Manager or the City Manager's designee as its authorized representative with respect to the work to be performed under this Agreement including, but not limited to, the ability to execute any changes in the terms, conditions, or amounts specified in this Agreement .

The Board Chair of the Subrecipient or designee is the official authorized to execute any changes in the terms, conditions or amounts specified in this Agreement.

### **4. Special Conditions for Release of Funds**

Funding of the amount stipulated in Section 3 of this Agreement will not be released to the Subrecipient by the City until the Subrecipient demonstrates compliance with the Section D (1).

### **5. Duplication of Benefits, CARES Act.**

Subrecipient understands the 2020 CARES Act requires the City to monitor and track assistance awards and if City identifies a duplication of benefits provided to Subrecipient, Subrecipient agrees to repay assistance that is determined to be duplicative.

6. Code of Conduct

The City expects that Subrecipients and any subcontractors of Subrecipients to demonstrate courtesy, consideration and promptness in dealing with the public, program participants, the City, and other governmental agencies.

7. Agreement Coverage

This instrument along with any Exhibits and the grant application contain the entire agreement between the parties. Any statements, inducements or promises not contained will not be binding upon the parties. This Agreement will be binding upon the successors in office of the respective parties.

8. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

9. Notice to Proceed

The City will issue a Notice to Proceed to the Subrecipient to incur costs relative to the program implementation.

10. Exhibits.

All Exhibits are hereby incorporated into this Agreement.

11. Notices

Notices required by this Agreement shall be in writing and delivered via mail, commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

**City**

Madeline Haverland  
Community Development Specialist  
Housing & Community Dev. Dept  
350 W. 6<sup>th</sup> Street, Suite 312  
Dubuque, IA 52001

**Subrecipient**

Teresa Caldwell  
Dubuque Food Pantry  
1598 Jackson St.  
Dubuque, IA 52001

12. Compliance with Laws. Subrecipient shall be responsible for laws at the federal, state, and local level.

13. Governing Law. This Agreement is a contract executed under and to be construed under the laws of the State of Iowa. Any legal action arising out of or related to this Lease shall be brought in a court of competent jurisdiction in Dubuque County, Iowa.

14. Section Headings and Subheadings.

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

15. CONTRACTOR WARRANTIES/GUARANTEES Contractors shall guarantee and warranty the work done pursuant to a CDBG project for a period of two (2) years. In addition, Contractor shall furnish property owners with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day of July 6, 2021.

CITY OF DUBUQUE, IOWA,  
50 W 13<sup>th</sup> Street  
Dubuque, IA 52001

Dubuque Food Pantry, Subrecipient  
1598 Jackson Street  
Dubuque, IA 52001

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature  
Executive Director

\_\_\_\_\_  
Printed Name  
Mayor

\_\_\_\_\_  
Printed Name  
Executive Director

\_\_\_\_\_  
Signature  
Chair, Board of Directors

\_\_\_\_\_  
Printed Name  
Chair, Board of Directors



## **LIST OF EXHIBITS**

<b>EXHIBIT A</b>	<b>STATEMENT OF WORK</b>
<b>EXHIBIT B</b>	<b>INCOME GUIDELINES</b>

## **EXHIBIT A STATEMENT OF WORK**

Dubuque Food Pantry will be responsible for the improvement of a public facility by performing:

- Deliveries of food and goods to seniors.
- Hire a part-time employee to assist with increased demand due to COVID-19.
- Install a ramp in the rear of the building.

Limited Clientele activities benefit a specific targeted group of persons of which at least 51 percent must be LMI. In order to meet the LMI Limited Clientele criteria, the activity must:

- Serve at least 51 percent LMI, as evidenced by documentation and data concerning beneficiary family size and income;
- Have income-eligibility requirements which limit the service to persons meeting the LMI income requirement, as evidenced by the administering agency's procedures, intake/application forms, income limits, and other sources of documentation;
- Serve a group primarily presumed to be LMI such as abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, persons living with AIDS and migrant farm workers; or
- Be of such a nature and in a location that it may be concluded that the activity's clientele are LMI.

## EXHIBIT B INCOME GUIDELINES

### CITY OF DUBUQUE, IA INCOME GUIDELINES FOR FINANCIAL ASSISTANCE

Income limits are defined and occasionally revised by the U.S. Department of Housing and Urban Development's estimated median family income.

A low-income person or family has a total income which falls between the fifty (50) percent and eighty (80) percent median for the area, adjusted for size.

A very low-income person, family, or household has a total income which falls between thirty (30) and fifty (50) percent of the median income, adjusted for size, of the metropolitan area.

A 30% median-income person, family or household has a total income which is between 0 and thirty (30) percent of the median income, adjusted for size, of the metropolitan area.

The maximum income limits as of June 1, 2021 for the Dubuque Metropolitan Area are as follows:

Household Size	Below 30% AMI	Below 50% AMI	Below 80% AMI	Above 80% AMI
Family Size 1:	<\$16,600	<\$27,600	<\$44,150	>\$44,150
Family Size 2:	<\$18,950	<\$31,550	<\$50,450	>\$50,450
Family Size 3:	<\$21,300	<\$35,500	<\$56,750	>\$56,750
Family Size 4:	<\$23,650	<\$39,400	<\$63,050	>\$63,050
Family Size 5:	<\$25,550	<\$42,600	<\$68,100	>\$68,100
Family Size 6:	<\$27,450	<\$45,750	<\$73,150	>\$73,150
Family Size 7:	<\$29,350	<\$48,900	<\$78,200	>\$78,200
Family Size 8:	<\$31,250	<\$52,050	<\$83,250	>\$83,250

Income limits for CDBG funded programs can be found on the HUD Exchange <https://www.hudexchange.info/resource/5334/cdbg-income-limits/>

Organizations required to verify income are encouraged to use the CPD Income Eligibility Calculator at <https://www.hudexchange.info/incomecalculator/>

**City of Dubuque  
City Council Meeting**

**Action Items # 6.**

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**ITEM TITLE:** Community Development Block Grant FY2021 Annual Action Plan Amendment #2

**SUMMARY:** City Manager recommending City Council approval of the Community Development Block Grant FY2021 Annual Action Plan Amendment #2 as recommended by the Community Development Advisory Commission.

**RESOLUTION** Adopting the Fiscal Year 2021 (Program Year 2020) Community Development Block Grant (CDBG) Annual Action Plan Amendment #2

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

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
CDBG FY21 Annual Action Plan Amendment 2-MVM Memo	City Manager Memo
CDBG FY21 Annual Action Plan Amendment 2 Staff Memo	Staff Memo
FY21 CDBG Annual Action Plan Amendment 2 Resolution	Resolutions
FY21 CDBG Annual Action Plan Amendment 2	Supporting Documentation



**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Community Development Block Grant FY2021 Annual Action Plan Amendment #2

**DATE:** June 30, 2021

Housing and Community Development Director Alexis Steger recommends City Council approval of the Community Development Block Grant FY2021 Annual Action Plan Amendment #2 as recommended by the Community Development Advisory Commission.

The City of Dubuque received CDBG CARES Act funding in FY2021, and normal operations for most businesses and organizations halted during the pandemic. It became necessary to reallocate CDBG entitlement funds to meet needs that were not met under CDBG CARES Act, as well as shift some of the funding previously allocated to activities that became more of a priority during this time.

Amendment #2 reallocates funds to projects that have become a priority, resulting in a total increase of \$1,256,000 to the Annual Action Plan activities. A summary of activities added to the FY21 Annual Action Plan are Rental Assistance Program, Homeless Shelter Rehab, increased Neighborhood Infrastructure Improvements and Public Facility Projects, and increases in existing programming.

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  
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: Community Development Block Grant FY2021 Annual Action Plan Amendment #2

DATE: June 29, 2021

### **Introduction**

The attached memorandum transmits information regarding changes to the FY2021 CDBG Annual Action Plan.

### **Discussion**

The FY2021 Annual Action Plan is being adjusted to reflect the funding amounts of activities with carryover from previous years' allocations, and the re-allocation of funds to address community needs. Activities with remaining funds from the prior fiscal year are:

- Microenterprise Assistance: \$59,370
- Lead & Healthy Homes Match: \$38,201
- Purchase/Rehab Resale: \$37,580
- Window Replacement Program: \$20,000
- Affordable Housing Network of Iowa (AHNI): \$30,000
- Sidewalk Repair Program: \$10,000
- Neighborhood Recreation Programs: \$65,459
- Neighborhood Support Grants: \$3,766
- Comiskey Park: \$135,313
- Crescent Community Health Center: \$100,000
- St. Mark Tuckpointing: \$10,000

Additional funds received through program income and activities unable to spend all funds allocated in the fiscal year are being reallocated. Activities being funded:

- Administration: \$10,000
- First-Time Homebuyer: \$25,000
- Short-Term Rental Assistance Program: \$50,000
- Homeless Shelter Rehab: \$350,000
- Street Overlays: \$58,305

- Purchase of Services Competitive Grant: \$70,000
- Zoning Inspection/Enforcement: \$1,000
- Vacant/Abandoned Building Inspection: \$5,627
- Tree Removal and Replacement (LMA): \$42,800

The Community Development Advisory Commission reviewed this amendment and recommends City Council adoption of the amended changes.

**Recommendation**

I respectfully request the City Council approve the FY2021 Annual Action Plan Amendment #2 as recommended by the Community Development Advisory Commission.

Prepared by: Maddy Haverland, Community Development Specialist



**RESOLUTION NO. \_\_\_\_-2021**

**RESOLUTION ADOPTING THE FISCAL YEAR 2021 (PROGRAM YEAR 2020)  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN  
AMENDMENT #2.**

Whereas, the City of Dubuque, through a series of public meetings and hearings, proposed a Fiscal Year 2021 (Program Year 2020) Community Development Block Grant Annual Action Plan for inclusion in the City Budget addressing housing and non-housing needs in the community; and:

Whereas, the City Council approved the Fiscal Year 2022 budget that included the Purchase of Services allocation; and

Whereas, the Community Development Advisory Commission held a public hearing on March 2<sup>nd</sup>, 2021 to receive community input on the second amendment to the Fiscal Year 2021 (Program Year 2020) Community Development Block Grant Annual Action Plan; and

Whereas, all services provided will be to a minimum of 51% low/moderate income residents.

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

Section 1. That the Community Development Block Grant Fiscal Year 2021 (Program Year 2020) Annual Action Plan Amendment #2, attached hereto and by this reference made a part hereof, is hereby approved.

Section 2. The City Manager is hereby authorized to directed staff to prepare and submit to the United States Department of Housing and Urban Development the Fiscal Year 2021 (Program Year 2020) Annual Action Plan Amendment #2 with all related documents, for the use of Community Development Block Grant funds based on this adopted budget and execute standard contracts and agreements.

Passed, approved, and adopted this 6th day of July 2021.

Attest

\_\_\_\_\_  
Roy D. Buol, Mayor

\_\_\_\_\_  
Adrienne Breitfelder, City Clerk



**PROPOSED  
FY 21 ANNUAL PLAN  
Amendment #2**

**FOR USE OF PROGRAM YEAR 2020**

**COMMUNITY DEVELOPMENT BLOCK GRANT**

**(CDBG) FUNDS**

**For Inclusion in the Fiscal Year 2021 City Budget.  
This document is subject to revision.**

**Exhibit A**

PREPARED BY THE CITY OF DUBUQUE HOUSING & COMMUNITY DEVELOPMENT  
DEPARTMENT

**CITY OF DUBUQUE, IOWA**  
**FY 2021 ANNUAL ACTION PLAN**  
**FOR THE USE OF PROGRAM YEAR 2020**  
**COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

The City of Dubuque distinguishes between four different but complementary areas of program development in its overall CDBG program: Housing Development, Economic Development, Neighborhood and Community Development and Planning & Administration. The following description of activities summarizes the projects to be completed in the FY 2021 Annual Action Plan with the use of CDBG funds; the adopted City Budget and recommended amended City Budget are shown in Exhibit A.:

**RESOURCES**

<b>CDBG Entitlement FY 2021</b>	<b>\$1,100,184</b>
<b>Program Income</b>	<b>\$512,812</b>
Program income projects are based on forecast for loan repayments based on the loan portfolio and program income generated from CDBG funded programs.	
<b>Unexpended Funds from Previous Fiscal years</b>	<b>\$997,380</b>
<b><u>TOTAL RESOURCES</u></b>	<b><u>\$2,610,376</u></b>
<b><u>PLANNING AND ADMINISTRATION</u></b>	<b><u>\$301,346</u></b> <b><u>\$242,504</u></b>

CDBG regulations limit expenditure on planning and administrative funds to 20% of the current year program income plus the current entitlement. The proposed resources for administration support the plan's current requirements.

<b>Housing &amp; Community Development Administration</b>	<b>\$186,346</b>	<b>\$70,143</b>
On-going staff support for general management, oversight, and coordination of the Community Development Block Grant housing programs.		

<b>Neighborhood Development Administration</b>	<b>\$0</b>	<b>\$63,818</b>
The Neighborhood Development Specialist coordinates the City's neighborhood Development programs and provides technical assistance to organizations and residents to improve Dubuque's neighborhoods.		

<b>Priority:</b>	High
<b>Objective/Outcome:</b>	Suitable Living Environment/Accessibility (SL1)

<b>Planning, Monitoring, &amp; Budgeting</b>	<b>\$110,000</b>	<b>\$108,543</b>
Staff support for general management. Oversight and coordination of the Community Development Block Grant program; assures compliance with federal regulations and reporting requirements.		

<b>Priority:</b>	High
<b>Objective/Outcome:</b>	Suitable Living Environment/ Sustainability (SL3)

**RACE in the Heartland Conference**

This project provides funding for a conference held in the community to raise awareness on issues such as fair housing, race relations, LGBTQ+ awareness, social justice opportunities in the criminal justice system, and homelessness. This conference targets non-profits, government agencies and others serving a low/mod income population in the community. However, this is not a low/mod income activity.

**Objective/Outcome:** Suitable Living Environment/Accessibility (SL1)

**\$5,000**

**HOUSING DEVELOPMENT PROGRAMS**

**\$1,026,900**

**\$659,135**

**First Time Home Buyer Program**

**\$80,000**

Provides for loans to assist low and moderate-income families to purchase their first homes. These funds are used to cover the "entry costs" of homeownership – down payments and closing costs.

**National Objective:** Low and Moderate-Income Housing

**Location:** Citywide

**Proposed Accomplishments:** 10 Households

**Priority:** High

**Objective/Outcome:** Decent Housing/Affordability (DH2)

**Homeowner Rehabilitation**

**\$129,782**

1) Residential Rehabilitation Loan Program

An on-going program to provide low-interest loans to qualified low and moderate-income homeowners for the rehabilitation of substandard housing units.

2) Home Repair Program

Zero % loans to improve conditions of property for income-eligible homeowners

3) Accessibility

Zero % and forgivable loans to remove architectural barriers and increase access for people with physical disabilities.

**National Objective:** Low and Moderate-Income Housing

**Location:** Citywide

**Proposed Accomplishments:** 10 Housing Units

**Priority:** High

**Objective/Outcome:** Decent Housing/Affordability (DH2)

**Lead Hazard Reduction (Lead & Healthy Homes Grant Match)**

**\$142,367**

Provides activities in support of efforts to reduce lead paint hazards in housing, including assessment and lead paint reduction or abatement, with forgivable loans to low/Moderate-Income residents.

**National Objective:** Low and Moderate-Income Housing

**Location:** Citywide

**Proposed Accomplishments:** 10 Housing units

**Priority:** High

**Objective/Outcome:** Decent Housing/Sustainability (DH3)

**Purchase/Rehab/Resale**

**\$84,380**

Provides funding to address the redevelopment of sub-standard and vacant/abandoned city-owned properties. Properties acquired, rehabbed, and sold to low and Moderate-Income homebuyers or to property owners maintaining affordable rents.

**National Objective:** Low and Moderate-Income Housing

**Location:** Citywide

**Proposed Accomplishments:** 1 Housing Unit

**Priority:** High

**Objective/Outcome:** Decent Housing/Affordability (DH2)

**Housing Rehabilitation Services and Staff**

**\$140,371**

**\$284,969**

On-going staff support, including program management, technical assistance, loan packaging

and inspection, for the City's rehabilitation loan program.

**Priority:** High  
**Objective/Outcome:** Decent Housing/Accessibility (DH1)

#### **Rental Dwelling Rehabilitation Programs**

**\$0**

- 1) Rental Rehabilitation Loan Program  
 An on-going program to provide loans to qualified housing providers serving low and moderate-income residents for the rehabilitation of substandard housing units.
- 2) Emergency Code Enforcement Loan Program  
 Provides loans to correct code deficiencies and emergency or health and safety corrections for rental properties. The program prevents the displacement of economically disadvantaged tenants resulting from code enforcement actions.
- 3) Accessibility Rehab  
 Provides forgivable loans to disabled tenants to make rental units accessible to the physically disabled

**National Objective:** Low and Moderate-Income Housing  
**Location:** Citywide  
**Proposed Accomplishments:** 6 Housing Units  
**Priority:** High  
**Objective/Outcome:** Decent Housing/Affordability (DH2)

#### **Rental Assistance Program**

**\$50,000**

Provides assistance for low-moderate income individuals for rental assistance for up to 3 months of rent and utility payments.

**National Objective:** Low and Moderate-Income Benefit  
**Location:** Citywide  
**Proposed Accomplishment:** 20 Households  
**Priority:** High  
**Objective/Outcome:** Subsistence Payments (05Q)

#### **Window Replacement Program**

**\$20,000**

Provides material reimbursements for property owners to replace window units in habitable spaces that are required for emergency escape and rescue openings.

**National Objective:** Urgent Need  
**Location:** Citywide  
**Proposed Accomplishment:** 20 Households  
**Priority:** High  
**Objective/Outcome:** Rehab; Single & Multi-Unit (14A & 14B)

#### **Homeless Shelter Rehabilitation**

**\$350,000**

Provides funding to address deterioration of needed housing for homeless populations. Funds will be used to rehabilitate existing structures providing these services.

**National Objective:** Low and Moderate-Income Clientele  
**Location:** Citywide  
**Proposed Accomplishment:** 3 Units  
**Priority:** High  
**Objective/Outcome:** Rehab; Multi-Unit Residential (14B)

#### **Affordable Housing Creation: AHNI**

**\$30,000**

Partnership with Affordable Housing Network of Iowa to provide fund for affordable housing creation.

**National Objective:** Low and Moderate-Income Benefit  
**Location:** Citywide  
**Proposed Accomplishment:** 1 Household  
**Priority:** High  
**Objective/Outcome:** Rehab; Single-Unit (14A)

**PUBLIC FACILITIES****\$468,882****Comiskey Park****\$222,013**

New playground equipment at Comiskey Park based on community input.

<b>National Objective:</b>	Low and Moderate-Income Benefit
<b>Location:</b>	Low/Mod Residential Areas
<b>Proposed Accomplishments:</b>	Park Design/Community Input
<b>Priority:</b>	High
<b>Objective/Outcome:</b>	Suitable Living Environment/Accessibility (SL1)

**Avon Park****\$94,069**

Replace play unit and add accessible surfacing at Avon Park.

<b>National Objective:</b>	Low and Moderate-Income Benefit
<b>Location:</b>	Low/Mod Residential Areas
<b>Proposed Accomplishments:</b>	Park Design/Community Input
<b>Priority:</b>	High
<b>Objective/Outcome:</b>	Suitable Living Environment/Accessibility (SL1)

**Tree Removal and Replacement****\$42,800**

Remove and replace dead or diseased trees.

<b>National Objective:</b>	Low and Moderate Area Benefit
<b>Location:</b>	Low/Mod Residential Areas
<b>Proposed Accomplishments:</b>	Park Design/Community Input
<b>Priority:</b>	High
<b>Objective/Outcome:</b>	Suitable Living Environment/Accessibility (SL1)

**Crescent Community Health Center****\$100,000**

Assistance with acquisition and leasing of a building for a public facility.

<b>National Objective:</b>	Low and Moderate Clientele
<b>Location:</b>	Citywide
<b>Proposed Accomplishments:</b>	500 People
<b>Priority:</b>	High
<b>Objective/Outcome:</b>	Acquisition of Real Property (01)

**St. Mark Tuckpointing****\$10,000**

Assistance to a local service organization to tuckpoint their facility to prevent structural deterioration.

<b>National Objective:</b>	Low and Moderate-Income Benefit
<b>Location:</b>	Low/Mod Residential Areas
<b>Proposed Accomplishments:</b>	Park Design/Community Input
<b>Priority:</b>	High
<b>Objective/Outcome:</b>	Rehab; Other than Public-owned residential Buildings (14D)

**ECONOMIC DEVELOPMENT PROGRAMS****\$59,370****Microenterprise Assistance Program****\$34,370**

Assistance to microenterprises run by low and moderate income owners.

<b>National Objective:</b>	Low and Moderate-Income Benefit
<b>Location:</b>	Low/Mod Businesses
<b>Proposed Accomplishments:</b>	10 Businesses
<b>Priority:</b>	High
<b>Objective/Outcome:</b>	Microenterprise Assistance (18C)

**Microenterprise Assistance Program – Project Rooted****\$25,000**

Assistance to microenterprises run by low and moderate income owners.

<b>National Objective:</b>	Low and Moderate-Income Benefit
<b>Location:</b>	Low/Mod Businesses
<b>Proposed Accomplishments:</b>	1 Business
<b>Priority:</b>	High
<b>Objective/Outcome:</b>	Microenterprise Assistance (18C)

## **NEIGHBORHOOD and COMMUNITY DEVELOPMENT PROGRAMS     \$251,773**

**\$493,421**

Public Services activities are restricted to 15% of the previous year program income and the current year entitlement. Public Service activities in this plan represent 15% of the proposed expenditures.

### **Neighborhood Recreation Programs**

**\$196,958**

#### **1) Recreation Programs:**

**\$122,114**

Targeted and enhanced recreation offered in the City's older low-and moderate-income neighborhoods to meet the needs of at-risk youth, promote self-esteem, and build community. Activities include expanded after-school programs, open gym, basketball league, music lessons, playtime for tots, scholarships, swim passes, summer day camp and other recreational programs.

#### **2) Neighborhood Recreation Program Grants:**

**\$74,844**

Provide funding to organizations delivering recreational and educational services aligned with the neighborhood and recreation development goals of the Leisure Services Department.

<b>National Objective:</b>	Low and Moderate-Income Benefit
<b>Location:</b>	City wide
<b>Proposed Accomplishments:</b>	5,730 persons
<b>Priority:</b>	High
<b>Objective/Outcome:</b>	Suitable Living Environment/Accessibility (SL1)

### **Four Mounds HEART Program**

**\$10,000**

Youth education program where youth experience hands-on learning while promoting neighborhood revitalization and earning high school diploma.

<b>National Objective:</b>	Low and Moderate-Income Benefit
<b>Location:</b>	Citywide
<b>Proposed Accomplishments:</b>	12 People
<b>Priority:</b>	High
<b>Objective/Outcome:</b>	Suitable Living Environment/Accessibility (SL1)

### **Neighborhood Support Grants**

**\$18,266**

This grant program provides resources for organized neighborhoods in low/mod income areas to encourage self-initiated revitalization efforts including physical improvements, clean-ups, communication efforts or other special projects.

<b>National Objective:</b>	Low and Moderate-Income Benefit
<b>Location:</b>	Low/Mod Residential Areas
<b>Proposed Accomplishments:</b>	2,000 People
<b>Priority:</b>	High
<b>Objective/Outcome:</b>	Suitable Living Environment/Sustainability (SL3)

### **Neighborhood Related Infrastructure Improvements**

**\$119,035**

**\$45,730**

<b>National Objective:</b>	Low and Moderate-Income Benefit
<b>Priority:</b>	High
<b>Objective/Outcome:</b>	Suitable Living Environment/Sustainability (SL3)

#### **1) Bus Stop Improvements**

**\$20,730**

ADA Accessible bus stop improvements including push lighting, cement pads, and benches.

<b>Location:</b>	Low/Mod Residential Areas
<b>Proposed Accomplishments:</b>	3 Bus Stops

#### **2) Multicultural Family Center Sidewalk Program**

**\$25,000**

Grant program to income eligible homeowners, on a case-by-case basis, to pay a maximum of



75% of the cost to repair public sidewalks in front of their home. Grant amount varies based on percentage of area median income.

Location:	City Wide
Proposed Accomplishments:	1 Sidewalk
3) Sidewalk Repair Program	\$15,000
4) Street Overlays	\$58,305

#### **Purchase of Services: Grant Competition**

**\$110,452**

Competitive grant program providing funding for organizations providing human service needs in the community. Services must be consistent with needs identified in the Consolidated Plan and the City's adopted goals and priorities.

<b>National Objective:</b>	Low and Moderate-Income Benefit
<b>Location:</b>	City Wide
<b>Proposed Accomplishments:</b>	1,200 People
<b>Priority:</b>	High
<b>Objective/Outcome:</b>	Suitable Living Environment/Accessibility (SL1)

#### **Zoning Inspection/Enforcement**

**\$8,710**

This project provides funding for inspection/enforcement staff services to low/mod income areas for zoning ordinance infractions and to provide support for neighborhood clean-up efforts.

<b>National Objective:</b>	Low and Moderate-Income Benefit
<b>Location:</b>	Low/Mod Residential Areas
<b>Proposed Accomplishments:</b>	45 Housing Units
<b>Objective/Outcome:</b>	Decent Housing/Sustainability (DH3)

#### **Vacant/Abandoned Building Inspection**

**\$10,000**

This project provides funding for part-time inspection staff to ensure sustained code compliance in vacant and abandoned buildings in low/mod income areas.

<b>National Objective:</b>	Low and Moderate-Income Benefit
<b>Location:</b>	Low/Mod Residential Areas
<b>Proposed Accomplishments:</b>	25 Units
<b>Objective/Outcome:</b>	Decent Housing/Sustainability (DH3)

#### **Acquisition Support: Visiting Nurses Association**

**\$20,000**

This project provides funding for acquisition and permanent equipment purchase to continue services in the neighborhood for healthcare and other social services

<b>National Objective:</b>	Low and Moderate-Income Benefit
<b>Location:</b>	Low/Mod Residential Areas
<b>Proposed Accomplishments:</b>	500 People
<b>Objective/Outcome:</b>	Suitable Living Environment/Accessibility (SL1)

<b>Contingency</b>	<b>\$260,457</b>	<b>\$19,371</b>
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<b>Grand Total: CDBG Funding Proposed for FY 2021</b>	<b>\$2,610,376</b>
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**City of Dubuque  
City Council Meeting**

**Action Items # 7.**

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<b>ITEM TITLE:</b>	Proceedings to Direct Advertisement for Sale of \$3,720,000 Water Revenue Refunding Bonds, Series 2021C, Approval of the Preliminary Official Statement, and Approval of Electronic Bidding Procedures
<b>SUMMARY:</b>	City Manager recommending City Council approval of the suggested proceedings for approving the advertisement for sale, preliminary Official Statement, and electronic bidding procedures for the \$3,720,000 Water Revenue Refunding Bonds, Series 2021C.
	<b>RESOLUTION</b> Directing the advertisement for sale of \$3,720,000* (subject to adjustment per terms of offering) Water Revenue Refunding Bonds, Series 2021C, and approving electronic bidding procedures and distribution of preliminary official statement
<b>SUGGESTED DISPOSITION:</b>	Suggested Disposition: Receive and File; Adopt Resolution(s)
<b><u>ATTACHMENTS:</u></b>	
<b>Description</b>	<b>Type</b>
MVM Memo	City Manager Memo
Staff Memo	Staff Memo
Resolution	Resolutions
Preliminary Official Statement	Supporting Documentation
Notice of Advertisement	Supporting Documentation
Bond Counsel Letter	Supporting Documentation



**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Proceedings to Direct Advertisement for Sale of \$3,720,000 Water Revenue Refunding Bonds, Series 2021C, Approval of the Preliminary Official Statement, and Approval of Electronic Bidding Procedures

**DATE:** June 29, 2021

Director of Finance and Budget Jennifer Larson recommends City Council approval of the suggested proceedings for approving the advertisement for sale, preliminary Official Statement, and electronic bidding procedures for the \$3,720,000 Water Revenue Refunding Bonds, Series 2021C.

\$3,720,000 is intended to provide funds to refund previously issued bond series 2008D and 2010D that are now callable to realize estimated interest savings of \$374,076 and \$80,000 is intended to provide funds for bond issuance costs. Repayments of the debt will be Water user fees.

The bond sale will be held on July 19, 2021 at 10:00 a.m. The results will be brought to the July 19, 2021 City Council meeting.

A draft copy of the preliminary Official Statement prepared by Ahlers and Cooney, P.C. and City staff is enclosed. Careful review of the draft Official Statement by appropriate City staff and members of the City Council is an important step in the offering of the Bonds for sale to the public. The U.S. Securities and Exchange Commission (the "Commission") has stated that "issuers are primarily responsible for the content of their disclosure documents and may be held liable under the federal securities laws for misleading disclosure." In several recent enforcement proceedings, the Commission has made clear that it expects public officials to generally review disclosure documents in light of their unique knowledge and perspectives on the issuer and its financial circumstances, or else to ensure that appropriate procedures are in place to provide the necessary review.

Rule 15c2-12 of the Commission requires prospective purchasers of the Bonds to obtain and review an official statement that has been "deemed final" by the City prior to submitting a bid to purchase the Bonds. For this purpose, the Official Statement may omit certain information that is dependent upon the pricing of the issue (such as interest

rates, bond maturities and redemption features), but should otherwise be accurate and complete.

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  
Jennifer Larson, Director of Finance and Budget

**TO:** Michael C. Van Milligen, City Manager

**FROM:** Jennifer Larson, Director of Finance and Budget

**SUBJECT:** Proceedings to Direct Advertisement for Sale of \$3,720,000 Water Revenue Refunding Bonds, Series 2021C, Approval of the Preliminary Official Statement, and Approval of Electronic Bidding Procedures

**DATE:** June 29, 2021

## **INTRODUCTION**

The purpose of this memorandum is to recommend the advertisement for the sale of the \$3,720,000 Water Revenue Refunding Bonds, Series 2021C, approval of the preliminary official statement, and approval of electronic bidding procedures.

## **DISCUSSION**

On June 21, 2021, a public hearing was held on a bond issuance not to exceed \$3,800,000 Water Revenue Refunding Bonds. The not to exceed amounts include a contingency for fluctuations in the bond market for interest rates and bond issuance costs.

\$3,720,000 is intended to provide funds to refund previously issued bond series 2008D and 2010D that are now callable to realize estimated interest savings of \$374,076 and \$80,000 is intended to provide funds for bond issuance costs.

Repayments of the debt will be Water user fees.

The bond sale will be held on July 19, 2021. A letter from attorney Kristin Billingsley Cooper detailing information on the bond advertisement is enclosed.

A draft copy of the preliminary Official Statement prepared by Ahlers and Cooney, P.C. and City staff is enclosed. Careful review of the draft Official Statement by appropriate City staff and members of the City Council is an important step in the offering of the Bonds for sale to the public. The U.S. Securities and Exchange Commission (the "Commission") has stated that "issuers are primarily responsible for the content of their disclosure documents and may be held liable under the federal securities laws for misleading disclosure." In several recent enforcement proceedings, the Commission has made clear that it expects public officials to generally review disclosure documents in light of their unique knowledge and perspectives on the issuer and its financial

circumstances, or else to ensure that appropriate procedures are in place to provide the necessary review.

Rule 15c2-12 of the Commission requires prospective purchasers of the Bonds to obtain and review an official statement that has been “deemed final” by the City prior to submitting a bid to purchase the Bonds. For this purpose, the Official Statement may omit certain information that is dependent upon the pricing of the issue (such as interest rates, bond maturities and redemption features), but should otherwise be accurate and complete.

### **RECOMMENDATION**

I respectfully recommend the adoption of the enclosed resolutions to approve the advertisement for sale of the bonds, approve electronic bidding procedures, and approve the preliminary official statement.

JML

Attachment

cc: Crenna Brumwell, City Attorney  
Cori Burbach, Assistant City Manager  
Cassie Ross, Assistant Director of Finance

## **ITEMS TO INCLUDE ON AGENDA**

### **CITY OF DUBUQUE, IOWA**

\$3,720,000\* (Subject to Adjustment per Terms of Offering) Water Revenue Refunding Bonds, Series 2021C

- Resolution directing the advertisement for sale and approving electronic bidding procedures and Distribution of Preliminary Official Statement.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE  
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.



July 6, 2021

The City Council of the City of Dubuque, State of Iowa, met in \_\_\_\_\_  
session, in the Historic Federal Building, 350 West 6th Street, Dubuque, Iowa, at \_\_\_\_\_  
\_\_\_\_\_.M., on the above date. There were present Mayor Roy D. Buol, in the chair, and the  
following named Council Members:

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF \$3,720,000\* (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) WATER REVENUE REFUNDING BONDS, SERIES 2021C, AND APPROVING ELECTRONIC BIDDING PROCEDURES AND DISTRIBUTION OF PRELIMINARY OFFICIAL STATEMENT" and moved its adoption. Council Member \_\_\_\_\_ seconded the Resolution to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION DIRECTING THE ADVERTISEMENT FOR  
SALE OF \$3,720,000\* (SUBJECT TO ADJUSTMENT PER  
TERMS OF OFFERING) WATER REVENUE REFUNDING  
BONDS, SERIES 2021C, AND APPROVING ELECTRONIC  
BIDDING PROCEDURES AND DISTRIBUTION OF  
PRELIMINARY OFFICIAL STATEMENT

WHEREAS, the Issuer is in need of funds to pay costs of refunding outstanding revenue obligations of the City, including Water Revenue Bonds, Series 2010D dated September 21, 2010, and Water Revenue Bonds, Series 2008D dated November 4, 2008, and it is deemed necessary and advisable that Water Revenue Refunding Bonds, to the amount of not to exceed \$3,800,000 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Section 384.83 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Bonds, and the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose(s); and

WHEREAS, in conjunction with its Municipal Advisor, Independent Public Advisors, LLC, and Disclosure Counsel, the City has caused a Preliminary Official Statement to be prepared outlining the details of the proposed sale of the Bonds; and

WHEREAS, the Council has received information from its Municipal Advisor evaluating and recommending the procedure hereinafter described for electronic, facsimile and internet bidding to maintain the integrity and security of the competitive bidding process and to facilitate the delivery of bids by interested parties; and

WHEREAS, the Council deems it in the best interests of the City and the residents thereof to receive bids to purchase such Bonds by means of both sealed and electronic internet communication.

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

Section 1. That the receipt of electronic bids by facsimile machine, email, and through the Parity Competitive Bidding System described in the Notice of Sale and Official Statement are hereby found and determined to provide reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the offering at public sale.

Section 2. That Water Revenue Refunding Bonds, Series 2021C, of City of Dubuque, State of Iowa, in the amount of \$3,720,000\* (Subject to Adjustment per Terms of Offering), to be issued as referred to in the preamble of this Resolution, to be dated August 18, 2021\*, be offered for sale pursuant to the published advertisement.

Section 3. That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Mayor and City Clerk, upon the advice of Bond Counsel, Disclosure Counsel, and the City's Municipal Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Bonds for sale.

Section 4. That the Clerk is hereby directed to publish notice of sale of the Bonds at least once, the last one of which shall be not less than four clear days nor more than twenty days before the date of the sale. Publication shall be made in the Telegraph Herald, a legal newspaper, printed wholly in the English language, published within the county in which the Bonds are to be offered for sale or an adjacent county. The notice is given pursuant to Chapter 75 of the Code of Iowa, and shall state that this Council, on the 19<sup>th</sup> day of July, 2021, at 6:30 P.M., will hold a meeting to receive and act upon bids for said Bonds, which bids were previously received and opened by City Officials at 10:00 A.M. on said date. The notice shall be in substantially the following form:

(To be published between June 29, 2021 and July 14, 2021)

## NOTICE OF BOND SALE

Time and Place of Sealed Bids: Bids for the sale of Bonds of the City of Dubuque, State of Iowa, hereafter described, must be received at the office of the Director of Finance & Budget, City Hall, 50 West 13th Street, Dubuque, Iowa, 52001; Telephone: 563-589-4100 (the "Issuer") before 10:00 A.M., on the 19<sup>th</sup> day of July, 2021. The bids will then be publicly opened and referred for action to the meeting of the City Council in conformity with the Terms of Offering.

The Bonds: The Bonds to be offered are the following:

WATER REVENUE REFUNDING BONDS, SERIES 2021C, in the amount of not to exceed \$3,720,000\*, to be dated August 18, 2021\* (the "Bonds"). Bid to be received before 10:00 A.M. C.D.T.

\*Subject to principal adjustment pursuant to official Terms of Offering.

Manner of Bidding: Open bids will not be received. Bids will be received in any of the following methods:

- Sealed Bidding: Sealed bids may be submitted and will be received at the office of the Director of Finance & Budget at City Hall, 50 W. 13th St., Dubuque, IA 52001.
- Electronic Internet Bidding: Electronic internet bids will be received at the office of the Director of Finance & Budget at City Hall, 50 W. 13th St., Dubuque, IA 52001. The bids must be submitted through the PARITY® competitive bidding system.
- Electronic Facsimile/Email Bidding: Electronic facsimile or email bids will be received at the office of the Director of Finance & Budget at City Hall, 50 W. 13th St., Dubuque, IA 52001 (facsimile number: (563) 589-4149) or via email to the City's Municipal Advisor, Independent Public Advisors, West Des Moines, Iowa (tionna@ipamuni.com). Electronic facsimile and email bids will be treated as sealed bids.

Consideration of Bids: After the time for receipt of bids has passed, the close of sealed bids will be announced. Sealed bids will then be publicly opened and announced. Finally, electronic internet bids will be accessed and announced.

Sale and Award: The sale and award of the Bonds will be held at the Historic Federal Building, 350 West 6th Street, Dubuque, Iowa at a meeting of the City Council on July 19, 2021 at 6:30 P.M. It's possible the meeting may be held electronically. Please see the agenda in advance of the meeting for details on how to access the meeting.

Official Statement: The Issuer has issued an Official Statement of information pertaining to the Bonds to be offered, including a statement of the Terms of Offering and an Official Bid Form, which is incorporated by reference as a part of this notice. The Official Statement may be obtained by request addressed to the City Clerk, City Hall, 50 West 13th Street, Dubuque, Iowa, 52001; Telephone: 563-589-4100 or the Issuer's Municipal Advisor, Independent Public Advisors, LLC, 8805 Chambery Blvd, Suite 300 #114, Johnston, Iowa, 50131, Telephone: (515) 259-8193.

Terms of Offering: All bids shall be in conformity with and the sale shall be in accordance with the Terms of Offering as set forth in the Official Statement.

Legal Opinion: The Bonds will be sold subject to the opinion of Ahlers & Cooney, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed Bonds without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the Bonds, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Bonds.

Rights Reserved: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

By order of the City Council of the City of Dubuque, State of Iowa.

---

Adrienne Breitfelder, City Clerk, City of  
Dubuque, State of Iowa

(End of Notice)

PASSED AND APPROVED this 6<sup>th</sup> day of July, 2021.

---

Roy D. Buol, Mayor

ATTEST:

---

Adrienne Breitfelder, City Clerk

# CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF DUBUQUE

)

I, the undersigned City Clerk of the City of Dubuque, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Adrienne Breitfelder, City Clerk, City of  
Dubuque, State of Iowa

(SEAL)



STATE OF IOWA )  
 ) SS  
COUNTY OF DUBUQUE )

NOTICE OF BOND SALE  
(\$3,720,000\* (Subject to Adjustment per Terms of Offering) Water Revenue  
Refunding Bonds, Series 2021C)

\_\_\_\_\_, 2021.

WITNESS my official signature this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Adrienne Breitsfelder, City Clerk, City of  
Dubuque, State of Iowa

## Refunding Issue

Moody's Investors Service “\_\_”

Assuming compliance with certain covenants, in the opinion of Ahlers & Cooney, P.C., Bond Counsel, under present law and assuming continued compliance with the requirements of the Internal Revenue Code of 1986, as amended (the “Code”), interest on the Bonds is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The Bonds will NOT be designated as “qualified tax-exempt” obligations. Interest on the Bonds is NOT exempt from present Iowa income taxes. See “TAX MATTERS” herein for a more detailed discussion.



## CITY OF DUBUQUE, IOWA

**\$3,720,000\* Water Revenue Refunding Bonds, Series 2021C**

BIDS RECEIVED: July 19, 2021, 10:00 o'clock A.M., Central Time

AWARD: July 19, 2021, 6:30 o'clock P.M., Central Time

**Dated:** Date of Delivery**Principal Due:** June 1 as shown on inside front cover

The \$3,720,000\* Water Revenue Refunding Bonds, Series 2021C (the “Bonds”) are being issued pursuant to Chapter 384 of the Code of Iowa, a Master Resolution (the “Master Resolution”) approved by the City Council of the City of Dubuque, Iowa (the “City”) on October 20, 2008, and a 2021C Series Resolution (the “Series Resolution”) to be approved by the City on August 2, 2021. Proceeds of the Bonds will be used to current refund, on August 19, 2021, outstanding revenue obligations of the City, including Water Revenue Bonds, Series 2010D dated September 21, 2010, and Water Revenue Bonds, Series 2008D dated November 4, 2008 as described fully under “AUTHORITY AND PURPOSE” herein.

**The Bonds and the interest thereon shall be payable solely and only out of the Net Revenues (defined herein) of the City’s municipal water utility System and from amounts on deposit in the Sinking Fund and Reserve Fund (each as defined herein). The Bonds are not payable in any manner by taxation, and the Issuer shall not be liable by reason of the failure of the Net Revenues to be sufficient for the payment of the Bonds. See “SECURITY AND SOURCE OF PAYMENT FOR THE BONDS” herein.**

The Bonds will be issued as fully registered Bonds without coupons and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”). DTC will act as securities depository for the Bonds. Individual purchases may be made in book-entry form only, in the principal amount of \$5,000 and integral multiples thereof. Purchasers will not receive certificates representing their interest in the Bonds purchased. Principal of the Bonds payable annually on each June 1, and interest thereon, payable initially on December 1, 2021 and thereafter on each June 1 and December 1, will be paid to DTC by the City’s Registrar/Paying Agent, UMB Bank, n.a. of West Des Moines, Iowa (the “Registrar”). DTC will in turn remit such principal and interest to its participants for subsequent disbursements to the beneficial owners of the Bonds as described herein. Interest and principal shall be paid to the registered holder of a Bond as shown on the records of ownership maintained by the Registrar on the 15<sup>th</sup> day of the month preceding said interest payment date (the “Record Date”).

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**THE BONDS WILL MATURE AS LISTED ON THE INSIDE FRONT COVER**


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Series 2021C Bonds

<b>MINIMUM BID:</b>	\$3,690,240
<b>GOOD FAITH DEPOSIT:</b>	1% (Required of Purchaser Only)
<b>TAX MATTERS:</b>	Federal: Tax-Exempt State: Taxable See “TAX MATTERS” section for details.

The Bonds are offered for delivery, when, as and if issued and subject to the legal opinion of Ahlers & Cooney, P.C., Bond Counsel, of Des Moines, Iowa, to be furnished upon delivery of the Bonds. The Bonds will be available for delivery through DTC in New York, New York, on or about August 18, 2021. This Preliminary Official Statement will be further supplemented by offering prices, interest rates, aggregate principal amount, principal amount per maturity, anticipated delivery date and underwriter, together with any other information required by law, and shall constitute a “Final Official Statement” of the City with respect to the Bonds, as defined in Rule 15c2-12.

\*Preliminary; subject to change.

**CITY OF DUBUQUE, IOWA**  
**\$3,720,000\* Water Revenue Refunding Bonds, Series 2021C**

**MATURITY:**

<u>June 1,</u>	<u>Amount*</u>
2022	\$375,000
2023	395,000
2024	405,000
2025	405,000
2026	410,000
2027	420,000
2028	425,000
2029	435,000
2030	450,000

**PRINCIPAL  
ADJUSTMENT\*:**

Preliminary; subject to change. The City reserves the right to increase or decrease the aggregate principal amounts of the Bonds. Such change will be in increments of \$5,000 and may be made in any of the maturities. The purchase prices will be adjusted proportionately to reflect any changes in issue size.

**INTEREST:**

December 1, 2021 and semiannually thereafter.

**REDEMPTION:**

Bonds due after June 1, 2028 will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter at the option of the City, upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Bonds to be redeemed at the address shown on the registration books.

## COMPLIANCE WITH S.E.C. RULE 15c2-12

Municipal obligations (issued in an aggregate amount over \$1,000,000) are subject to General Rules and Regulations, Securities Exchange Act of 1934, Rule 15c2-12 Municipal Securities Disclosure.

**Official Statement:** This Official Statement was prepared for the City for dissemination to prospective bidders. Its primary purpose is to disclose information regarding the Bonds to prospective bidders in the interest of receiving competitive bids in accordance with the TERMS OF OFFERING contained herein. Unless an addendum is received prior to the sale, this document shall be deemed the "Near Final Official Statement".

**Review Period:** This Official Statement has been distributed to City staff as well as to prospective bidders for an objective review of its disclosure. Comments, omissions or inaccuracies must be submitted to Independent Public Advisors, LLC at least two business days prior to the sale. Requests for additional information or corrections in the Official Statement received on or before this date will not be considered a qualification of a bid received. If there are any changes, corrections or additions to the Official Statement, prospective bidders will be informed by an addendum at least one business day prior to the sale.

**Final Official Statement:** Upon award of sale of the Bonds, the legislative body will authorize the preparation of a Final Official Statement that includes the offering prices, interest rates, aggregate principal amount, principal amount per maturity, anticipated delivery date and other information required by law and the identity of the underwriter (the "Syndicate Manager") and syndicate members. Copies of the Final Official Statement will be delivered to the Syndicate Manager within seven business days following the bid acceptance.

## REPRESENTATIONS

**THE BONDS HAVE NOT BEEN REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS ANY DOCUMENT BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATIONS OF THE CITY AND THE TERMS OF THE OFFERING. THE BONDS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.**

No dealer, broker, salesperson or other person has been authorized by the City to give any information or to make any representations, other than those contained in the Official Statement. This Official Statement does not constitute any offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds by any person, in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information, estimates and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder, shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof. This Official Statement is submitted in connection with the sale of the securities referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

This Official Statement and any addenda thereto were prepared relying on information from the City and other sources, which are believed to be reliable, but it makes no warranty, guaranty, or other representation with respect to the accuracy or completeness of such information. The information contained in this Official Statement is not guaranteed. This Official Statement is not to be construed as a contract or agreement amongst the City, the Underwriter, or the holders of any of the Bonds. Any statements made in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended merely as opinions and not as representations of fact.

Brief descriptions or summaries of the Issuer, the Bonds, the Master Resolution and the Series Resolution, and other documents, agreements and statutes are included in this Official Statement. The summaries or references herein to the Bonds, the Master Resolution and the Series Resolution and other documents, agreements and statutes referred to herein, and the description of the Bonds included herein, do not purport to be comprehensive or definitive, and such summaries, references and descriptions are qualified in their entireties by reference to such documents, and the description herein of the Bonds is qualified in its entirety by reference to the form thereof and the information with respect thereto included in the aforesaid documents. Copies of such documents may be obtained from the Issuer.

Bond Counsel has not participated in the preparation of this Official Statement and is not expressing any opinion as to the completeness or accuracy of the information contained therein.

Compensation of Independent Public Advisors, LLC (the "Municipal Advisor") payable entirely by the City, is contingent upon the sale of the issue.

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements” within the meaning of the United States Securities Exchange Act of 1934, as amended, and the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate,” “anticipate,” “projected,” “budget” or other similar words.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. NEITHER THE CITY NOR ANY OTHER PARTY PLANS TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN THEIR EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES UPON WHICH SUCH STATEMENTS ARE BASED OCCUR.

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# **CITY OF DUBUQUE, IOWA**

## **Mayor and City Council**

<u>Member</u>	<u>Term Expiration</u>
Roy D. Buol, Mayor	2021
Ric W. Jones-At Large	2021
David T. Resnick-At Large	2023
Susan R. Farber-Ward 1	2021
Laura J. Roussell-Ward 2	2023
Danny C. Sprank-Ward 3	2021
Brad M. Cavanagh-Ward 4	2023

## **Administration**

Michael C. Van Milligen, City Manager  
Cori Burbach, Assistant City Manager  
Jenny Larson, Director of Finance & Budget  
Adrienne N. Breitfelder, City Clerk

## **City Attorney**

Crenna Brumwell  
Dubuque, Iowa

## **Bond Counsel & Disclosure Counsel**

Ahlers & Cooney, P.C.  
Des Moines, Iowa

## **Municipal Advisor**

Independent Public Advisors, LLC  
West Des Moines, Iowa



# **TERMS OF OFFERING**

## **CITY OF DUBUQUE, IOWA**

This section sets forth the description of certain of the terms of the Bonds with which all bidders and bid proposals are required to comply, as follows:

### **DETAILS OF THE BONDS**

Water Revenue Refunding Bonds, Series 2021C (the “Bonds”), in the aggregate principal amount of \$3,720,000\* to be dated August 18, 2021\*, in the denomination of \$5,000 or any integral multiples thereof designated by the Purchaser(s) within forty-eight hours of acceptance of the bid, will mature as follows:

<u>June 1,</u>	<u>Amount*</u>
2022	\$375,000
2023	395,000
2024	405,000
2025	405,000
2026	410,000
2027	420,000
2028	425,000
2029	435,000
2030	450,000

\*Preliminary; subject to change.

### **PRINCIPAL ADJUSTMENT OF THE BONDS**

The City reserves the right to increase or decrease the aggregate principal amounts of the Bonds. Such changes will be in increments of \$5,000 and may be made in any of the maturities. The purchase prices of each respective series will be adjusted proportionately to reflect any changes in issue sizes.

### **OPTIONAL REDEMPTION OF THE BONDS**

Bonds due after June 1, 2028 will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter at the option of the City, upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Bonds to be redeemed at the address shown on the registration books.

### **INTEREST ON THE BONDS**

Interest on the Bonds will be payable on December 1, 2021 and semiannually on the 1<sup>st</sup> day of each June and December thereafter until the principal is paid in full. Interest and principal shall be paid to the registered holder of a Bond as shown on the records of ownership maintained by the Registrar as of the 15<sup>th</sup> day of the month preceding such interest payment date (the “Record Date”). Interest will be computed on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board.

### **GOOD FAITH DEPOSITS**

A Good faith deposit in the amount of \$37,200 (the “Deposit”) is required from the lowest bidder only. Each lowest bidder is required to submit such respective deposit payable to the order of the City in the form of either (i) a cashier's check provided to the City prior to the opening of bids or (ii) a wire transfer as instructed by the City's Municipal Advisor not later than 1:00 P.M. Central Time on the day of sale of the Bonds. If not so received, the bid of the lowest bidder may be rejected and the City may direct the second lowest bidder to submit a deposit and thereafter may award the sale of the Bonds to the same. No interest on the Deposits will accrue to the successful bidder(s) (the “Purchaser(s)”). The

Deposits will be applied to the respective purchase prices of the Bonds. In the event a Purchaser(s) fails to honor its accepted bid proposal, the Deposits will be retained by the City.

## **FORM OF BIDS AND AWARD**

All bids shall be unconditional for each series of the Bonds for a price not less than \$3,690,240, plus accrued interest, if any, and shall specify the rate or rates of interest in conformity to the limitations set forth under the "RATES OF INTEREST" section. Bids must be submitted on or in substantial compliance with the OFFICIAL BID FORM provided by the City.

The Bonds will be awarded to the bidder offering the lowest interest rate to be determined on a true interest cost (the "TIC") basis assuming compliance with the "GOOD FAITH DEPOSIT" section. The TIC shall be determined by the present value method, i.e., by ascertaining the semiannual rate, compounded semiannually, necessary to discount to present value as of the dated date of the Bonds, the amount payable on each interest payment date and on each stated maturity date or earlier mandatory redemption, so that the aggregate of such amounts will equal the aggregate purchase price offered therefore. The TIC shall be stated in terms of an annual percentage rate and shall be that rate of interest, which is twice the semiannual rate so ascertained (also known as the Canadian Method). The TIC shall be as determined by the Municipal Advisor based on the TERMS OF OFFERING and all amendments, and on the bids as submitted. The Municipal Advisor's computation of the TIC of each bid shall be controlling. In the event of tie bids for the lowest TIC, the Bonds will be awarded by lot.

The City will reserve the right to: (i) waive non-substantive informalities of any bid or of matters relating to the receipt of bids and award of the Bonds, (ii) reject all bids without cause and (iii) reject any bid which the City determines to have failed to comply with the terms herein.

## **RATES OF INTEREST**

The rates of interest specified in the bidder's proposal must conform to the following limitations:

- (a) For each respective series, each annual maturity must bear the same interest rate. Each annual maturity must bear a single rate of interest from the dated date of the Bonds to the date of maturity.
- (b) Rates of interest bid must be in multiples of one-eighth or one-twentieth of one percent.
- (c) For each respective series, each rate of interest specified for Bonds of any annual maturity shall not be less than a rate of interest specified for any earlier maturity. Rates must be level or in ascending order.

## **RECEIPT OF BIDS**

Forms of Bids: Bids must be submitted on or in substantial compliance with the TERMS OF OFFERING and OFFICIAL BID FORM provided by the City or through PARITY® competitive bidding system (the "Internet Bid System"). The City shall not be responsible for malfunction or mistake made by any person, or as a result of the use of an electronic bid or the means used to deliver or complete a bid. The use of such facilities or means is at the sole risk of the prospective bidder who shall be bound by the terms of the bid as received.

No bid will be accepted after the time specified in the TERMS OF OFFERING. The time as maintained by the Internet Bid System shall constitute the official time with respect to all bids submitted. A bid may be withdrawn before the bid deadline using the same method used to submit the bid. If more than one bid is received from a bidder, the last bid received shall be considered.

Sealed Bidding: Sealed bids may be submitted and will be received at the City Hall, 50 West 13<sup>th</sup> Street, Dubuque, Iowa 52001.

Electronic Internet Bidding: Electronic internet bids must be submitted through the Internet Bid System. Information about the Internet Bid System may be obtained by calling (212) 404-8102.

Each bidder shall be solely responsible for making necessary arrangements to access the Internet Bid System for purposes of submitting its internet bid in a timely manner and in compliance with the requirements of the TERMS OF OFFERING and OFFICIAL BID FORM. The City is permitting bidders to use the services of the Internet Bid System solely as a communication mechanism to conduct the Internet bidding and the Internet Bid System is not an agent of the City. Provisions of the TERMS OF OFFERING and OFFICIAL BID FORM shall control in the event of conflict with information provided by the Internet Bid System.

Electronic Facsimile/Email Bidding: Electronic facsimile bids will be received at City Hall, Dubuque, Iowa (facsimile number: (563) 589-4149) or the via email to the City's Municipal Advisor (tionna@ipamuni.com). Electronic facsimile and email bids will be sealed and treated as sealed bids.

Facsimile and email Transmissions received after the deadline will be rejected. Bidders electing to submit bids via facsimile or email transmission bear full responsibility for the transmission of such bid. Neither the City nor its agents shall be responsible for malfunction or mistake made by any person, or as a result of the use of the facsimile or email facilities or any other means used to deliver or complete a bid. The use of such facilities or means is at the sole risk of the prospective bidder who shall be bound by the terms of the bid as received. Neither the City nor its agents will assume liability for the inability of the bidder to reach the above-named facsimile numbers or email account prior to the time of sale specified above. Time of receipt shall be the time recorded by the facsimile or email operator receiving the bids.

### **BOOK-ENTRY-ONLY ISSUANCE**

The Bonds will be issued by means of a book-entry only system with no physical distribution of bonds made to the public. The Bonds will be issued in fully registered form and one note certificate, representing the aggregate principal amount of the Bonds maturing in each year will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository of the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the Registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The Purchaser(s), as a condition of delivery of the Bonds, will be required to deposit the bond certificates with DTC.

### **MUNICIPAL BOND INSURANCE AT OPTION OF THE PURCHASER(S)**

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefore at the option of the bidder, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the Purchaser(s). Any increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the Purchaser(s), except that, if the City has requested and received a rating on the Bonds from a rating agency, the City will pay that initial rating fee. Any other rating agency fees shall be the responsibility of the Purchaser(s). Failure of the municipal bond insurer to issue the policy after the Bonds have been awarded to the Purchaser(s) shall not constitute cause for failure or refusal by the Purchaser(s) to accept delivery on the Bonds. The City reserves the right in its sole discretion to accept or deny changes to the financing documents requested by the insurer selected by the Purchaser(s).

### **DELIVERY**

The Bonds will be delivered to the Purchaser(s) via Fast Automated Securities Transfer ("FAST") delivery with the Registrar holding the Bonds on behalf of DTC, against full payment in immediately available cash or federal funds. The Bonds are expected to be delivered within forty-five days after the sale. Should delivery be delayed beyond sixty days from the date of sale for any reason except failure of performance by the Purchaser(s), the Purchaser(s) may withdraw their bid and thereafter their interest in and liability for the Bonds will cease. When the Bonds are ready for delivery, the City will give the Purchaser(s) five working days notice of the delivery date and the City will expect payment in full on that date, otherwise reserving the right at its option to determine that the Purchaser failed to comply with the offer of purchase.

## INFORMATION FROM PURCHASER(S)

The Purchaser shall assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at closing an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as “EXHIBIT 1 - FORMS OF ISSUE PRICE CERTIFICATES” to the “TERMS OF OFFERING”, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Purchaser, the City and Bond Counsel. All actions to be taken by the City under the “TERMS OF OFFERING” to establish the issue price of the Bonds may be taken on behalf of the City by the Municipal Advisor identified herein and any notice or report to be provided to the City may be provided to the Municipal Advisor.

The City intends the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “competitive sale requirements”) because (i) the City shall disseminate this “TERMS OF OFFERING” to potential underwriters in a manner that is reasonably designed to reach potential underwriters, (ii) all bidders shall have an equal opportunity to bid, (iii) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds and (iv) the City anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in the “TERMS OF OFFERING”.

Any bid submitted pursuant to the “TERMS OF OFFERING” shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

In the event the competitive sale requirements are not satisfied, the City shall so advise the Purchaser. The City may, as set forth below, determine to treat (i) the first price at which 10% of a maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity, and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity (the “hold-the-offering-price rule”), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity).

The Purchaser shall advise the City if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The City shall promptly advise the Purchaser, at or before the time of award of the Bonds, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Bonds, if any, shall be subject to the 10% test and which shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event the City determines to apply the hold-the-offering-price rule to any maturity of the Bonds. Prospective bidders should prepare their bids on the assumption that some or all of the maturities of the Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the Bonds.

By submitting a bid, the Purchaser shall (i) confirm the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the “initial offering price”) or at the corresponding yield or yields set forth in the bid submitted by the Purchaser, and (ii) agree on behalf of the underwriters participating in the purchase of the Bonds that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following: (a) the close of the fifth (5th) business day after the sale date, or (b) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Purchaser shall promptly advise the City when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The City acknowledges that, in making the representation set forth above, the Purchaser of the Bonds will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event,

an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (a) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Purchaser that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, and (b) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Purchaser and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (a) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Purchaser or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, and (b) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Purchaser or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this “TERMS OF OFFERING”. Further, for purposes of this “TERMS OF OFFERING”, (i) “public” means any person other than an underwriter or a related party, (ii) “underwriter” means (a) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public, and (b) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause “(a)” to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public), (iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the Purchaser are subject, directly or indirectly, to (a) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (b) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (c) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and (iv) “sale date” means the date the Bonds are awarded by the City to the Purchaser.

## **PRELIMINARY OFFICIAL STATEMENT**

The City has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Bonds. The Preliminary Official Statement when further supplemented with maturity dates, principal amounts, and interest rates of the Bonds, and any other information required by law or deemed appropriate by the City, shall constitute a Final Official Statement of the City with respect to the Bonds, as that term is defined in Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”).

By awarding the Bonds to any underwriter or underwriting syndicate submitting an OFFICIAL BID FORM therefore, the City agrees that, no more than seven (7) business days after the date of such award, it shall provide without cost to the senior managing underwriter of the syndicate to each series of Bonds are awarded up to 25 copies of the Final Official Statement to permit each “Participating Underwriter” (as that term is defined in the Rule) to comply with the provisions of such Rule. The City shall treat the senior managing underwriter of the syndicate to which the Bonds are awarded as its designated agent for purposes of distributing copies of the Final Official Statement to the Participating Underwriter. Any

underwriter executing and delivering an OFFICIAL BID FORM with respect to the Bonds agrees thereby that if its bid is accepted by the City, (i) it shall accept such designation and (ii) it shall enter into a contractual relationship with all Participating Underwriters of the Bonds for purposes of assuring the receipt by each such Participating Underwriter of the Final Official Statement.

## **CONTINUING DISCLOSURE**

In order to assist bidders in complying with paragraph (b)(5) of the Rule, the City will undertake, pursuant to the resolution for the Bonds and the Continuing Disclosure Certificate for the Bonds, to provide certain annual financial information and notices of the occurrence of certain material events. A description of these undertakings is set forth in APPENDIX D of this Preliminary Official Statement. The City will deliver the Continuing Disclosure Certificate at closing, and any failure on the part of the City to deliver the same shall relieve the Purchaser of its obligation to purchase the Bonds.

Within the last five years, the Issuer did not timely file audited financial statements (or operating data due to the fact that all operating data is contained within the audited financial statements) for the fiscal year ending June 30, 2018 due to an inadvertent uploading error, and did not properly link its audited financial statements or operating data for fiscal years ending June 30, 2016 and June 30, 2017 to bonds issued in 2016 or 2017. The Issuer filed a notice of failure to file in both instances (but did not file such notices timely) and did not file unaudited financial statements since the audited financial statements were filed. In addition, certain Assessed Valuation operating data may not be in the same format as the original Official Statements for certain filing years. For certain fiscal years, ahead of the audit filing deadline the Issuer filed unaudited financial statements which contained financial information as found in the audit, but which may not be in a format similar to the audit, and may not have included a notice that the audits would be filed when available. The audits were subsequently filed but may not have been filed immediately after they became available.

## **ELECTRONIC TRANSCRIPTS**

Purchaser consents to the receipt of electronic transcripts and acknowledges the City's intended use of electronically executed documents. Iowa Code chapter 554D establishes electronic signatures have the full weight and legal authority as manual signatures.

## **CUSIP NUMBERS**

It is anticipated that Committee on Uniform Security Identification Procedures ("CUSIP") numbers will be printed on the Bonds and the Purchaser must agree in the bid proposal to pay the cost thereof. In no event will the City, Bond Counsel or Municipal Advisor be responsible for the review or express any opinion that the CUSIP numbers are correct. Incorrect CUSIP numbers on said Bonds shall not be cause for the Purchaser to refuse to accept delivery of said Bonds.

BY ORDER OF THE CITY COUNCIL  
City of Dubuque 50 West 13<sup>th</sup> Street  
Dubuque, IA 52001

**EXHIBIT 1**  
**[ISSUE PRICE CERTIFICATE IF COMPETITIVE SALE REQUIREMENTS ARE MET]**  
**PURCHASER'S CERTIFICATE**

The undersigned, on behalf of \_\_\_\_\_ (“Purchaser”), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the “Bonds”).

1. ***Reasonably Expected Initial Offering Price.***

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by Purchaser are the prices listed in Schedule A (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities of the Bonds used by Purchaser in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by Purchaser to purchase the Bonds.

(b) Purchaser was not given the opportunity to review other bids prior to submitting its

(c) The bid submitted by Purchaser constituted a firm offer to purchase the Bonds.

2. ***Defined Terms.***

(a) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is July 19, 2021.

(d) *Underwriter* means (i) the Purchaser or any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Purchaser’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

PURCHASER

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_



**SCHEDULE A**  
**EXPECTED OFFERING PRICES**  
(Attached)

**SCHEDULE B**  
**COPY OF UNDERWRITER'S BID**  
(Attached)

**EXHIBIT A**  
**[ISSUE PRICE CERTIFICATE IF COMPETITIVE SALE REQUIREMENTS ARE NOT MET]**  
**PURCHASER'S CERTIFICATE**

The undersigned, on behalf of [NAME OF UNDERWRITER] ("Purchaser"), on behalf of itself, hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) Purchaser offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Notice of Sale and bid award, Purchaser has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which Purchaser has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means Dubuque, Iowa, a municipal corporation in the State of Iowa.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is July 19, 2021.

(h) *Underwriter* means (i) the Purchaser or any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended,

and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer and its agents with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ahlers & Cooney, P.C., Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[UNDERWRITER]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: [ISSUE DATE]

**SCHEDULE A**  
**SALE PRICES OF THE GENERAL RULE MATURITIES AND**  
**INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**  
*(Attached)*

**SCHEDULE B**  
**PRICING WIRE OR EQUIVALENT COMMUNICATION**

## **CITY OF DUBUQUE, IOWA**

### **PRELIMINARY OFFICIAL STATEMENT**

#### **\$3,720,000\* Water Revenue Refunding Bonds, Series 2021C**

### **INTRODUCTION**

This Official Statement contains information relating to the City of Dubuque, Iowa (the “City”) and its issuance of \$3,720,000\* Water Revenue Refunding Bonds, Series 2021C (the “Bonds”). This Introduction is not a summary of this Official Statement but is only a brief description of the Bonds and certain other matters. Such description is qualified by reference to the entire Official Statement and the documents summarized or described herein. This Official Statement should be reviewed in its entirety. The offering of the Bonds to potential investors is made only by means of the entire Official Statement, including the appendices attached hereto. All statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.

Copies of statutes, resolutions, ordinances, reports or other documents referred to herein are available, upon request, from the Issuer. This Official Statement has been executed on behalf of the City and by its Director of Finance & Budget and may be distributed in connection with the sale of the Bonds authorized therein. Inquiries may be directed to Independent Public Advisors, LLC, 5550 Wild Rose Lane, Suite 400, West Des Moines, IA 50266, or by telephoning (515) 259-8193. Information can also be obtained from Ms. Jenny Larson, Director of Finance & Budget, City of Dubuque, 50 West 13<sup>th</sup> Street, Dubuque, Iowa 52001, or by telephoning 563-589-4110.

### **AUTHORITY AND PURPOSE**

The Bonds are being issued pursuant to Chapter 384 of the Code of Iowa, a Master Resolution (the “Master Resolution”) approved by the City Council of the City of Dubuque, Iowa (the “City”) on October 20, 2008, and a 2021C Series Resolution (the “Series Resolution”) to be approved by the City on August 2, 2021. Proceeds of the Bonds will be used to current refund, on August 19, 2021, outstanding revenue obligations of the City, including Water Revenue Bonds, Series 2010D dated September 21, 2010, and Water Revenue Bonds, Series 2008D dated November 4, 2008.

The Bonds are revenue bonds secured by and payable as provided in the Master Resolution approved by the City in 2008 (described herein) and the Series Resolution authorizing issuance of the Bonds from Net Revenues (hereinafter defined) of the System (hereinafter defined), which pursuant to the Master Resolution are pledged to the prompt payment of the principal of and interest on all Senior Bonds; provided, however, that the pledge of the Net Revenues to any Subordinate Bond shall be junior and subordinate in lien and right of payment to the Bonds.

### **SECURITY AND SOURCE OF PAYMENT FOR THE BONDS**

**THE BONDS AND THE INTEREST THEREON ARE PAYABLE SOLELY AND ONLY FROM THE NET REVENUES OF THE SYSTEM. THE BONDS AND THE INTEREST THEREON SHALL NOT CONSTITUTE A GENERAL OR MORAL OBLIGATION OF THE CITY, NOR A DEBT, INDEBTEDNESS, OR OBLIGATION OF THE CITY OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION WHATSOEVER. NO TAXING POWER OF THE CITY IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS OR OTHER COSTS INCIDENT THERETO. NEITHER THE MEMBERS OF THE GOVERNING BODY NOR ANY PERSON EXECUTING THE BONDS SHALL BE LIABLE PERSONALLY ON THE BONDS BY REASON OF THE ISSUANCE THEREOF.**

## **Master Resolution**

The Master Resolution establishes a System Revenue Fund, Operation and Maintenance Fund, Bond Principal and Interest Fund (sometimes also hereinafter referred to as the “Sinking Fund”), Debt Service Reserve Fund, Rebate Fund, Subordinate Bond Fund (while Subordinate Bonds are outstanding) and Surplus Fund. Gross Revenues shall be deposited as received into the Revenue Fund and applied as follows: first, to pay amounts sufficient for the payment of current Operation and Maintenance Expenses; second, to pay such amounts as are required pursuant to the Master Resolution to pay principal and interest on the outstanding Senior Bonds, including Senior SRF Bonds; third, to pay such amounts as are required by the Master Resolution and the Series Resolution to fund the Debt Service Reserve Fund; fourth, to transfer such amounts as are required pursuant to the Master Resolution to fund the Rebate Fund; fifth, to transfer such amounts as are required by the Master Resolution to fund the Subordinate Bond Fund; and sixth, to make deposits to the Surplus Fund. See herein “EXCERPTS FROM THE MASTER RESOLUTION AND THE SERIES RESOLUTION” included in APPENDIX E to this Official Statement for additional information.

### **Master Resolution - Senior Bonds and Subordinate Bonds**

The Master Resolution authorizes the City to issue additional bonds thereunder which may be either “Senior Bonds” or “Subordinate Bonds”, subject to certain requirements of the Master Resolution. All additional Senior Bonds issued pursuant to the Master Resolution shall have complete parity of lien on the Net Revenues of the System. The Bonds are being issued as Senior Bonds. The City may also issue Subordinate Bonds if the conditions of the Master Resolution are met. See “EXCERPTS FROM THE MASTER RESOLUTION AND THE SERIES RESOLUTION” included in APPENDIX E to this Official Statement for a discussion of the requirements that must be satisfied under the Master Resolution prior to the issuance of additional bonds thereunder.

### **Series Resolution for the Bonds**

The Series Resolution for the Bonds authorizes the City to issue the Bonds for the purpose of providing funds to pay costs to current refund, on August 19, 2021, \$215,000 of the outstanding Water Revenue Bonds, Series 2008D, dated November 4, 2008 and \$3,610,000 of the outstanding Water Revenue Bonds, Series 2010D dated September 21, 2010 (the “Refunded Bonds”). In addition, the Series Resolution for the Bonds provides the terms for the optional redemption of the Bonds and specifies language regarding how the Debt Service Reserve Fund may be calculated.

### **Debt Service Reserve Fund**

The Master Resolution provides that money in the Revenue Fund shall be disbursed to maintain a debt service reserve in an amount equal to the Debt Service Reserve Fund Requirement. Such fund shall be known as the Debt Service Reserve Fund (the “Reserve Fund”). Money in the Reserve Fund shall be used solely for the purpose of paying principal at maturity of or interest on the Senior Bonds (excluding Senior SRF Bonds) for the payment of which insufficient money shall be available in the Sinking Fund. After the issuance of any Senior Bonds, the increase in the amount of the Debt Service Reserve Requirement resulting from the issuance of such Senior Bonds shall be accumulated, to the extent not covered by deposits from Bond proceeds or funds on hand, over a period not exceeding 61 months from the date of delivery of such Senior Bonds in monthly deposits (“Accumulation Payments”), none of which is less than 1/60 of the amount to be accumulated. The balance of the Debt Service Reserve Fund shall be maintained at an amount equal to the Debt Service Reserve Requirement (or such lesser amount that is required to be accumulated in the Debt Service Reserve Fund in connection with the periodic accumulation to the Debt Service Reserve Requirement after the issuance of Senior Bonds). Whenever it shall become necessary to so use money in the Reserve Fund, the payments required above shall be continued or resumed until it shall have been restored to the required minimum amount. At closing the Issuer will deposit \$\_\_\_\_\_ from the existing Reserve Fund for the Refunded Bonds to meet the Reserve Fund Requirement. See “EXCERPTS FROM THE MASTER RESOLUTION AND THE SERIES RESOLUTION” included in APPENDIX E to this Official Statement for additional information.

## Sufficiency of Rates

The Code provides when revenue obligations are issued and outstanding, the governing body shall establish, impose, adjust and provide for the collection of rates to produce gross revenues at least sufficient to pay the expenses of operation and maintenance of the System and to leave a balance of Net Revenues sufficient to pay the principal and interest on the obligations as they become due. The City has covenanted in the Master Resolution to continuously own, control, operate, and maintain the System in an efficient and economical manner and on a revenue producing basis and shall at all times prescribe, fix, maintain and collect rates, fees and other charges for the services and facilities furnished by the System that are fully sufficient at all times to (a) provide for 100% of the budgeted Operation and Maintenance Expenses and for the accumulation in the Revenue Fund of a reasonable reserve therefor; and (b) produce Net Revenues in each Fiscal Year which: (a) will equal at least 125% of the Debt Service Requirement on all Senior Bonds then Outstanding for the year of computation; (b) will enable the Issuer to make all required payments, if any, into the Debt Service Reserve Fund and the Rebate Fund; (c) will enable the Issuer to accumulate an amount which, in the judgment of the Governing Body, is adequate to meet the costs of major renewals, replacements, repairs, additions, betterments, and improvements to the System, necessary to keep the same in good operating condition or as is required by any governmental agency having jurisdiction over the System; and (d) will remedy all deficiencies in required payments into any of the funds and accounts established under the Master Resolution from prior Fiscal Years.

## PLAN OF FINANCE

The following bonds (the “Refunded Bonds”) are being refunded by the Bonds. The Refunded Bonds are being called on August 19, 2021 at a call price of 100%.

<b>Bond</b>	<b>Maturity (June 1)</b>	<b>Interest Rate</b>	<b>Par Amount</b>
Water Revenue Bonds, 2008D	2022	4.950%	105,000.00
	2023	5.000%	110,000.00
			215,000.00
Water Revenue Bonds, Series 2010D:	2022	3.250%	250,000.00
	2023	3.500%	260,000.00
	2024	3.500%	390,000.00
	2025	3.500%	405,000.00
	2026	4.000%	420,000.00
	2027	4.000%	440,000.00
	2028	4.000%	460,000.00
	2029	4.000%	480,000.00
	2030	4.000%	505,000.00
			3,610,000.00
<b>TOTAL</b>			<b>3,825,000.00</b>

The estimated Sources and Uses of the Bonds are as follows:

Par Amount*	\$3,720,000*
Existing Reserve Fund	\$567,025
Uses of Funds	
Reserve Fund	\$-



Capitalized Interest Fund	\$-
Redemption	\$-
Underwriter's Discount	\$-
Cost of Issuance & Rounding	<u>\$-</u>
Total	\$3,720,000.00*

\*Preliminary; subject to change.

## **OPTIONAL REDEMPTION OF THE BONDS**

Bonds due after June 1, 2028 will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter at the option of the City, upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Bonds to be redeemed at the address shown on the registration books.

## **INTEREST ON THE BONDS**

Interest on the Bonds will be payable on December 1, 2021 and semiannually on the 1st day of June and December thereafter. Interest and principal shall be paid to the registered holder of a bond as shown on the records of ownership maintained by the Registrar on the 15th day of the month preceding said interest payment date (the "Record Date"). Interest will be computed on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board.

## **RATING**

The Bonds are rated "\_\_\_\_" by Moody's Investor Service ("Moody's"). The rating reflects only the views of Moody's, and an explanation of the significance of that rating may be obtained only from Moody's and its published materials. The rating described above is not a recommendation to buy, sell or hold the Bonds. There can be no assurance that any rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely if, in the judgment of Moody's, circumstances so warrant. Therefore, after the date hereof, investors should not assume that the rating is still in effect. A downward revision or withdrawal of the rating is likely to have an adverse effect on the market price and marketability of the Bonds. The Issuer has not assumed any responsibility either to notify the owners of the Bonds of any proposed change in or withdrawal of any rating subsequent to the date of this Official Statement, except in connection with the reporting of events as provided in the Continuing Disclosure Certificate, or to contest any revision or withdrawal.

## **BONDHOLDERS' RISKS**

**A PROSPECTIVE PURCHASER OF THE BONDS SHOULD BE AWARE THAT THERE ARE CERTAIN INVESTMENT CONSIDERATIONS ASSOCIATED WITH THE BONDS. EACH PROSPECTIVE PURCHASER OF THE BONDS IS ENCOURAGED TO READ THIS OFFICIAL STATEMENT IN ITS ENTIRETY (INCLUDING THE APPENDICES HERETO) IN ORDER TO MAKE A JUDGMENT AS TO WHETHER THE BONDS ARE AN APPROPRIATE INVESTMENT, AND TO GIVE PARTICULAR ATTENTION TO THE CONSIDERATIONS DESCRIBED BELOW WHICH, AMONG OTHERS, COULD AFFECT THE PAYMENT OF DEBT SERVICE AND THE MARKET PRICE ON THE BONDS. THE FOLLOWING STATEMENTS REGARDING CERTAIN INVESTMENT CONSIDERATIONS SHOULD NOT BE CONSIDERED A COMPLETE DESCRIPTION OF ALL CONSIDERATIONS IN THE DECISION TO PURCHASE THE BONDS. NO REPRESENTATION OR ASSURANCE CAN BE MADE THAT NET REVENUES WILL BE REALIZED IN AMOUNTS SUFFICIENT TO**

## **PAY MATURING PRINCIPAL OF AND INTEREST ON THE BONDS**

A number of factors could prevent the receipt of or reduce the amount of available Net Revenues for payment of debt service on the Bonds, including, but not limited to, the failure by certain users to pay their bills when and as due. The ability of the Issuer to generate sufficient Net Revenues is dependent upon a number of conditions and risk factors that are unpredictable including general economic conditions. This information is based on current information available to the City that may be incomplete and unknown. This information was derived using certain assumptions and methodologies and includes unaudited financial information and projections. Some of this information is forward-looking and subject to change.

### Potential Impact of the Coronavirus:

In recent months, a strain of coronavirus commonly known as COVID-19 has spread globally, negatively affecting global, state, and local economies and possibly sparking a recession. Federal, State, and local officials are taking steps to curb the spread of the virus, including providing both discretionary and mandatory guidelines and orders regarding public gatherings, and imposing mandatory closings of some businesses. The State of Iowa may suffer material adverse consequences from the continued spread of COVID-19, which could affect the amount of State revenues appropriated to municipalities, including the City. The spread of the virus could reduce sales tax and other revenue collections, property valuations and other revenue sources dependent on local business activity, which is likely to be slower.

The City, including the Municipal Water Utility, did not experience material reductions in revenue or material increases in expenses in fiscal year 2020 due to COVID-19. As to the City generally, lower parking, sales tax and gaming collections, as well as reduced parks and recreation and other program fees, reduced fine and permit revenues and higher unpaid property taxes have negatively impacted the City's general fund. However, the net Fiscal Year 2020 revenue loss of \$1,906,023 was covered by frozen position savings, frozen travel, equipment replacements that were re-budgeted in a future fiscal year, and unexpended budgets. The City expects that any future material COVID-19-related financial impacts will be covered by these actions and federal and state funding. It is too soon, however, to fully predict what future COVID-19-related financial impacts the City may experience and whether any such financial impacts will be material.

The City cannot predict whether continued spread of the disease will materially impact its financial condition in fiscal year 2021 or beyond. The spread of the virus could negatively affect the System's financial condition, including, among others, slower or decreased water bill payments, decreased economic activity and therefore water usage, and other unpredicted unforeseen consequences, which may affect the City's ability to pay principal of and interest on the Bonds. The Bonds are secured solely by Net Revenues of the System. See **"SECURITY AND SOURCE OF PAYMENT FOR THE BONDS"** herein.

### Limited Obligation:

The obligation of the City to pay debt service on the Bonds is a special limited obligation of the City. The full faith and credit and taxing powers of the City are not pledged to pay debt service on the Bonds and the City does not have the authority to levy ad valorem property taxes without limit in order to pay debt service on the Bonds. As further described elsewhere herein, debt service on the Bonds is payable solely from Net Revenues derived from the System and amounts on deposit in the Debt Service Reserve Fund. While it is believed that Net Revenues of the System will be sufficient to pay debt service on the Bonds when due, a number of other factors described below, or factors not presently anticipated, may affect the receipt of sufficient revenues from the System for such purposes.

### General Factors that May Affect Sufficiency of Net Revenues:

The City is obligated to pay debt service on the Bonds solely from Net Revenues generated by the operation of the System and from amounts on deposit in the Debt Service Reserve Fund. A number of factors may have an adverse effect on the receipt of monies in an amount sufficient to pay operating and maintenance expenses of the System as well as debt service on the Bonds. These include potential adverse changes in the economic condition of the City or the water utility, including increased operation and maintenance costs, adverse demographic changes in the City's service area, reduction in consumption patterns by customers, a decrease in financial means by which customers pay their bills, potential decreases in population that may arise from decisions

by employers located in and around the City to relocate their operations elsewhere; periodic fluctuations in demand due to weather conditions; potential unemployment at a level that would preclude residents of the City from paying sufficient user fees in order to support the operations of the water utility and the payment of debt service on the Bonds; and increased emphasis on and adoption by the general population of conservation measures; and increased regulatory or environmental costs, that cannot be foreseen at this time. The loss of any of the major users may also have an adverse impact on the Net Revenues of the System. See APPENDIX A - "INFORMATION ABOUT THE MUNICIPAL WATER SYSTEM" attached hereto.

Unforeseen increases in maintenance and operating expenses may also have an adverse impact on the Net Revenues of the System. Factors affecting such expenses include increased costs of equipment and labor. The City believes that it has made a reasonable projection of and allocation for maintenance and operating costs in setting its rates and charges, but no assurance can be given that actual costs will not exceed cost projections.

The City's covenants with respect to sufficiency of rates as set forth under the heading "Sufficiency of Rates" herein is a prospective covenant to set rates sufficient to produce Net Revenues for the next succeeding Fiscal Year adequate to pay principal and interest requirements and create reserves as provided in the Bond Resolution but not less than 125 percent of the principal and interest requirements of the Fiscal Year (the "City's Rate Covenant"). The City's Rate Covenant does NOT require the City to maintain historical Net Revenues of at least 125 percent of the principal and interest requirements of the applicable Fiscal Year. Provided the City adopts or continues in effect sufficient rates to meet this covenant, the City will not be in default under the City's Rate Covenant even if historical Net Revenues for such Fiscal Year are less than 125 percent of the principal and interest requirements for such Fiscal Year.

#### Unforeseen Problems with the Utility:

Payment of principal of and interest on the Bonds is dependent to a considerable degree upon the continued operation of the System for the purposes for which it was designed. While the City believes that the System has been designed and will be maintained in such a manner as to permit continued operation without requiring unreasonable costs for maintenance or repairs, and while they have provided under the terms of the Master Resolution for the creation and maintenance of funds in amounts which they believe to be sufficient to provide for the necessary repairs and maintenance of the System, there can be no assurance that such amounts will, in fact, be sufficient to assure the ongoing operation of the System. Although the water utility is covered by policies of insurance, casualties and other occurrences may result in damage to the System, which may not be covered by the net proceeds of any insurance award. Any material interruption of the operation of the water utility may have an adverse effect on the ability of the City to collect fees from users of the System and could, in turn, have a materially adverse effect on the ability of the City to make timely payment of debt service on the Bonds.

#### Additional Debt:

Upon the satisfaction of certain conditions set forth in the Master Resolution, the City may issue additional bonds for the purpose of financing improvements or modifications to the System, which would be equally and ratably secured with the Bonds by the Net Revenues of the System. The City may also issue Subordinated Obligations and other additional bonds not secured by the Master Resolution and the specifically pledged Net Revenues of the System, but payable from other revenues of the City. Such other additional bonds may be issued for any purpose permitted by law, including acquisition and construction of additional capital systems to the System.

#### Natural Disaster:

The System is subject to interruption and loss of business in the event of a disaster, such as a windstorm, fire, explosion, sabotage and other events not now foreseen.

#### Nature of Debt Service Coverage:

Certain historical net operating income and other financial information for the Issuer, including historical debt service coverage, are included in this Official Statement in "APPENDIX A – INFORMATION ABOUT THE MUNICIPAL WATER SYSTEM."

The coverage is merely a mathematical computation as reflected in the applicable tables, and constitutes no assurance as to the future debt of the Issuer or the sufficiency of Net Revenues to satisfy operating costs of the System and other debt service requirements.

#### Environmental Protection Cost and Regulations:

The City believes it meets all environmental requirements. In the future, however, environmental protection agencies could adopt more stringent and costly pollution control measures, which would require additional capital and cause added operation and fuel expenses.

The water utility is subject to state and federal environmental laws and regulations. The laws and regulations governing entities such as the System may require the System to expend substantial funds to meet the requirements of such changing laws and regulations in the future. Failure to comply with these laws and regulations may result in the imposition of administrative, civil and criminal penalties, or an injunction requiring the City to take or refrain from taking certain actions. In addition, environmental laws and regulations are complex and change frequently and it is possible that new or stricter standards could be imposed that will require additional capital expenditures or raise operating costs. In addition, failure to comply with regulatory changes, or the inability to comply with regulatory changes, in a timely manner could cause portions of the System to become unavailable resulting in a loss of or disruption of services negatively impacting Net Revenues.

#### Revenues and Expenses:

Several factors not within the control of the City could affect its ability to generate sufficient Net Revenues to pay the debt service on the Bonds. These factors include, but are not limited to, inflation and adverse economic conditions, increases in operation and maintenance costs, unexpected repairs, replacements or improvements to the System and the ability of the City to supply the services demanded and to maintain necessary rates for those services. Any one of the above factors, among others, individually or combined may cause the System to be unable to generate sufficient Net Revenues to pay debt service on the Bonds.

#### Federal Funds Orders, and State Funds Legislation:

Various federal executive orders, and a law (SF 481) recently enacted in Iowa which becomes effective July 1, 2018 (collectively "ICE Enforcement Initiatives"), impose requirements intended to ensure compliance with the federal immigration detainment processes. The ICE Enforcement Initiatives impose various penalties for non-compliance, including the loss of state and/or federal funding under certain circumstances. Rules to administer SF481 in Iowa have yet to be drafted but became effective December 26, 2018. The loss of state and/or federal funds in any significant amount could negatively impact the Issuer's overall financial position and may affect its rating. However, the Bonds are not secured by state or federal funds. Rather the Bonds are secured by a pledge of the Net Revenues of the Water System, as described more fully herein. Iowa Code section 384.84 requires the Issuer to "establish, impose, adjust, and provide for the collection of rates to produce gross revenues at least sufficient to pay the expenses of operation and maintenance of the city utility ..., and to leave a balance of net revenues sufficient to pay the principal of and interest on the revenue bonds and pledge orders as they become due and to maintain a reasonable reserve for the payment of principal and interest, and a sufficient portion of net revenues must be pledged for that purpose."

#### Rating Loss:

Moody's Investors Service ("Moody's") has assigned a rating of "[REDACTED]" to the Bonds. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance that the rating will continue for any given period of time, or that such rating will not be revised, suspended or withdrawn, if, in the judgment of Moody's, circumstances so warrant. A revision, suspension or withdrawal of a rating may have an adverse effect on the market price of the Bonds. Furthermore, additional future regulation of rating agencies could materially alter the methodology, rating levels, and types of ratings available, for example, and these changes, if ever, could materially affect the market value of the Bonds.

### Changes in Secondary Market Conditions:

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that such Bonds can be sold for any particular price. It is possible, because of general market conditions, changes in the financial condition of the City or water utility or because of adverse history of economic prospects connected with a particular issue, secondary marketing practices in connection with a particular bond issue may be suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then prevailing market circumstances. Such prices could be substantially different from the original purchase price of the Bonds.

EACH PROSPECTIVE PURCHASER IS RESPONSIBLE FOR ASSESSING THE MERITS AND RISKS OF AN INVESTMENT IN THE BONDS AND MUST BE ABLE TO BEAR THE ECONOMIC RISK OF SUCH INVESTMENT. THE SECONDARY MARKET FOR THE BONDS, IF ANY, COULD BE LIMITED.

### Bankruptcy:

The rights and remedies provided in the Resolution may be limited by and are subject to the provisions of federal bankruptcy laws, to other laws or equitable principles that may affect the enforcement of creditor's rights, to the exercise of judicial discretion in appropriate cases and to limitations in legal remedies against exercise of judicial discretion in appropriate cases and to limitations on legal remedies against municipal corporations in the State of Iowa. The various opinions of counsel to be delivered with respect to the Bonds and the Resolution, including the opinion of Bond Counsel, will be similarly qualified. If the City were to file a petition under Chapter 9 of the Bankruptcy Code, the owners of the Bonds could be prohibited from taking any steps to enforce their rights under the Resolution. In the event the City fails to comply with its covenants under the Resolution or fails to make payments on the Bonds, there can be no assurance of the availability of remedies adequate to protect the interests of the holders of the Bonds.

### Forward-Looking Statements:

This Official Statement contains statements relating to future results that are "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. When used in this Official Statement, the words "estimate," "pro forma," "forecast," "projected," "intend," "expect" and similar expressions identify forward-looking statements. Any forward-looking statement is subject to uncertainty. Accordingly, such statements are subject to risks that could cause actual results to differ, possibly materially, from those contemplated in such forward-looking statements. Inevitably, some assumptions used to develop forward-looking statements will not be realized or unanticipated events and circumstances may occur. Therefore, investors should be aware that there are likely to be differences between forward looking statements and the actual results. These differences could be material and could impact the availability of funds of the City to pay debt service when due on the Bonds.

### Cybersecurity:

The City, like many other public and private entities, relies on a large and complex technology environment to conduct its operations. As such, it may face multiple cybersecurity threats including but not limited to, hacking, viruses, malware and other attacks on computer or other sensitive digital systems and networks. There can be no assurances that any security and operational control measures implemented by the City will be completely successful to guard against and prevent cyber threats and attacks. The result of any such attacks could impact business operations and/or digital networks and systems and the costs of remedying any such damage could be significant. The City was the subject of a phishing attack in 2020 during which certain confidential employee information was compromised. Employees who were affected were notified and the City is not aware of any monetary liability resulting from the incident. The City has implemented regular training to guard against future intrusions.

### Continuing Disclosure:

A failure by the City to comply with continuing disclosure obligations (see "CONTINUING DISCLOSURE" herein) will not constitute an event of default on the Bonds. Any such failure must be disclosed in accordance with Rule 15c2-12 (the "Rule") adopted by the Securities and Exchange Commission (the "Commission") under the Securities Exchange Act of 1934, as

amended (the “Exchange Act”), and may adversely affect the transferability and liquidity of the Bonds and their market price.

#### Suitability of Investment:

The interest rate borne by the Bonds is intended to compensate the investor for assuming the risk of investing in the Bonds. Each prospective investor should carefully examine this Official Statement and its own financial condition to make a judgment as to its ability to bear the economic risk of such an investment, and whether or not the Bonds are an appropriate investment for such investor.

#### Changes in Legislation:

The future financial condition of the System and its ability to earn sufficient Net Revenues could be adversely affected by legislative, environmental and other regulatory actions, to the extent such changes are material and adversely alter the current operation environment for the System. The City cannot and does not make any predictions about such future legislative or regulatory changes, other than to note that any number of possible changes may adversely affect the operation of the System.

#### Loss of Tax Exemption:

As discussed under the heading “TAX MATTERS” herein, the interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date of delivery of the Bonds, as a result of acts or omissions of the City in violation of its covenants in the resolutions authorizing issuance of the Bonds. Should such an event of taxability occur, the Bonds would not be subject to a special prepayment and would remain outstanding until maturity or until prepaid under the prepayment provisions contained in the Bonds, and there is no provision for an adjustment of the interest rate on the Bonds. It is also possible that actions of the City after the closing of the Bonds will alter the tax status of the Bonds, and, in the extreme, remove the tax-exempt status from the Bonds. In that instance, the Bonds are not subject to mandatory prepayment, and the interest rate on the Bonds does not increase or otherwise reset. A determination of taxability on the Bonds, after closing of the Bonds, could materially adversely affect the value and marketability of the Bonds.

#### DTC-Beneficial Owners:

Beneficial Owners of the Bonds may experience some delay in the receipt of distributions of principal of and interest on the Bonds since such distributions will be forwarded by the Paying Agent to DTC and DTC will credit such distributions to the accounts of the Participants which will thereafter credit them to the accounts of the Beneficial Owner either directly or indirectly through indirect Participants. Neither the City nor the Paying Agent will have any responsibility or obligation to assure that any such notice or payment is forwarded by DTC to any Participants or by any Participant to any Beneficial Owner.

In addition, since transactions in the Bonds can be effected only through DTC Participants, indirect participants and certain banks, the ability of a Beneficial Owner to pledge the Bonds to persons or entities that do not participate in the DTC system, or otherwise to take actions in respect of such Bonds, may be limited due to lack of a physical certificate. Beneficial Owners will be permitted to exercise the rights of registered Owners only indirectly through DTC and the Participants. See “BOOK ENTRY-ONLY ISSUANCE.”

#### Redemption of Bonds:

Bonds due after June 1, 2028 will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter at the option of the City, upon terms of par plus accrued interest to date of call. The redemption of the Bonds prior to their stated maturity may subject Bondholders to the risk of reinvestment at a time when comparable returns are not available.

#### Proposed Federal Tax Legislation:

From time to time, Presidential proposals, federal legislative committee proposals or legislative proposals are made that would, if enacted, alter or amend one or more of the federal tax matters described herein in certain respects or would adversely affect

the market value of the Bonds. It is possible that further legislation will be proposed or introduced that could result in changes in the way that tax exemption is calculated, or whether interest on certain securities are exempt from taxation at all. It cannot be predicted whether or in what forms any of such proposals that may be introduced, may be enacted and there can be no assurance that such proposals will not apply to the Bonds. See “TAX MATTERS” herein.

#### Pension and OPEB Information:

The Issuer contributes to the Iowa Public Employees’ Retirement System (“IPERS”), which is a state-wide multiple-employer cost sharing defined benefit pension plan administered by the State of Iowa. IPERS provides retirement and death benefits which are established by State statute to plan members and beneficiaries. All full-time employees of the Issuer are required to participate in IPERS unless covered by another retirement system. IPERS plan members are required to contribute a percentage of their annual salary, in addition to the Issuer being required to make annual contributions to IPERS. Contribution amounts are set by State statute.

The City’s total contributions to IPERS for the year ended June 30, 2020 were \$2,459,936. The Dubuque Metropolitan Area Solid Waste Agency’s total contributions to IPERS for the year ended June 30, 2020 were \$62,182. At June 30, 2020, the City reported a liability of \$19,350,354 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City’s proportion of the net pension liability was based on the City’s share of contributions to IPERS relative to the contributions of all IPERS participating employers. At June 30, 2019, the City’s collective proportion was .33194% which was a decrease of -0.00135% from its proportion measured as of June 30, 2018. While the Issuer’s contributions to IPERS are controlled by state law, there can be no assurance the Issuer will not be required by changes in State law to increase its contribution requirement in the future, which may have the effect of negatively impacting the finances of the Issuer.

Employees of the Issuer are provided with pensions through a cost-sharing multiple employer defined benefit pension plan administered by MFPRSI. MFPRSI membership is mandatory for fire fighters and police officers covered by the provisions of chapter 411 of the Code of Iowa. Member contributions rates are set by state statute. Employer contribution rates are based upon an actuarially determined normal contribution rate and set by state statute. The City’s contributions to MFPRSI for the year ended June 30, 2020 was \$3,631,952. At June 30, 2020, the City reported a liability of \$30,775,196 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2019, and the total pension liability used to calculate the new pension liability was determined by an actuarial valuation as of that date. The City’s proportion of the net pension liability was based on the City’s share of contributions to the pension plan relative to the contributions of all MFPRSI participating employers. At June 30, 2019, the City’s proportion was 4.691866% which was a decrease of 0.172025% from its proportions measured as of June 30, 2018. While the Issuer’s contributions to MFPRSI are controlled by state law, there can be no assurance the Issuer will not be required by changes in State law to increase its contribution requirement in the future, which may have the effect of negatively impacting the finances of the Issuer.

See **APPENDIX D – AUDITED FINANCIAL STATEMENTS OF THE ISSUER**, Note 11” for additional information on pension and liabilities of the Issuer.

Bond Counsel, Disclosure Counsel, the Municipal Advisor, and the Issuer undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from IPERS or MFPRSI discussed above or included on the IPERS or MFPRSI websites, including, but not limited to, updates of such information on the State Auditor’s website or links to other Internet sites accessed through the IPERS or MFPRSI websites.

The City operates a single-employer health benefit plan which provides postemployment benefits for eligible participants enrolled in the City-sponsored plans, which include the employees of the Dubuque Metropolitan Area Solid Waste Agency (a component unit). The contribution requirements of plan members are established and may be amended by the City. The City currently finances the retiree benefit plan on a pay-as-you-go basis. The City’s OPEB liability of \$5,882,693 was measured as of June 30, 2020 and was determined by an actuarial valuation as of June 30, 2020. There can be no assurance that costs under this plan will not increase over time, which may negatively affect the finances of the Issuer. See **APPENDIX D – AUDITED FINANCIAL STATEMENTS OF THE ISSUER**, Note 10” for additional information on OPEB.



### Summary:

An investment in the Bonds involves an element of risk. The foregoing is intended only as a summary of certain risk factors attendant to an investment in the Bonds. In order for potential investors to identify risk factors and make an informed investment decision, potential investors should become thoroughly familiar with this entire Official Statement and the Appendices hereto.

### **BOOK-ENTRY-ONLY ISSUANCE**

*The information contained in the following paragraphs of this subsection “Book-Entry-Only Issuance” has been extracted from a schedule prepared by Depository Trust Company (“DTC”) entitled “SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING DTC AND BOOK-ENTRY-ONLY ISSUANCE.” The information in this section concerning DTC and DTC’s book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.*

The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the securities (the “Securities”). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC’s participants (the “Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the “Indirect Participants”). DTC has Standard & Poor’s highest rating: AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com) and [www.dtc.org](http://www.dtc.org).

Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC’s records. The ownership interest of each actual purchaser of each Security (the “Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed. Neither DTC nor Cede & Co., nor any other DTC nominee, will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date identified in a listing attached to the Omnibus Proxy.

Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC, is the responsibility of the City or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to Tender/Remarketing Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to Tender/Remarketing Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to Tender/Remarketing Agent's DTC account.

DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to the City or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City

believes to be reliable, but the City takes no responsibility for the accuracy thereof.

## **FUTURE FINANCING**

The City regularly evaluates its debt for refunding opportunities, however there are no other water revenue issuances planned.

## **LITIGATION**

The Issuer encounters litigation occasionally, in the ordinary course of business; however, there is no litigation of any nature now pending or threatened restraining or enjoining the issuance, sale, execution or delivery of the Bonds, or in any way contesting or affecting the validity of the Bonds or any proceedings of the City taken with respect to the issuance or sale thereof. There is no litigation now pending, or to the knowledge of the City, threatened against the City that is expected to materially impact the financial condition of the City.

## **DEBT PAYMENT HISTORY**

The City knows of no instance in which it has defaulted in the payment of principal or interest on its debt.

## **LEGAL MATTERS**

The Bonds are subject to approval as to certain matters by Ahlers & Cooney, P.C. of Des Moines, Iowa as Bond Counsel. Bond Counsel has not participated in the preparation of this Official Statement and will not pass upon its accuracy, completeness or sufficiency. Bond Counsel has not examined, nor attempted to examine or verify, any of the financial or statistical statements or data contained in this Official Statement, and will express no opinion with respect thereto. The FORM OF LEGAL OPINION as set out in APPENDIX B to this Official Statement, will be delivered at closing. Ahlers & Cooney, PC is also serving as Disclosure Counsel for the City in connection with the issuance of the Bonds.

The legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to legal issues expressly addressed therein. By rendering legal opinions, the opinion giver does not become an insurer or guarantor of the result indicated by that expression of professional judgment, or of the transaction on which the opinions are rendered, or of the future performance of parties to the transaction. Nor does the rendering of opinions guarantee the outcome of any legal dispute that may arise out of the transaction.

## **TAX MATTERS**

### **Federal Tax Matters with Respect to the Bonds**

Tax Exemptions and Related Considerations: Federal tax law contains a number of requirements and restrictions that apply to the Bonds. These include investment restrictions, periodic payments of arbitrage profits to the United States, requirements regarding the proper use of bond proceeds and facilities financed with bond proceeds, and certain other matters. The City has covenanted to comply with all requirements that must be satisfied in order for the interest on the Bonds to be excludable from gross income for federal income tax purposes. Failure to comply with certain of such covenants could cause interest on the Bonds to become includable in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds.

Subject to the City's compliance with the above referenced covenants, under present law, in the opinion of Bond Counsel, interest on the Bonds is excludable from gross income of the owners thereof for federal income tax purposes, and is not included as an item of tax preference in computing the federal alternative minimum tax.

Prospective purchasers of the Bonds should be aware that ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations. Bond Counsel will not express any opinion as to such collateral tax consequences. Prospective purchasers of the

Bonds should consult their tax advisors as to collateral federal income tax consequences.

Not Qualified Tax-Exempt Obligations: The City will NOT designate the Bonds as “qualified tax- exempt obligations” under the exception provided in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”).

Tax Accounting Treatment of Discount and Premium on Certain Bonds: The initial public offering price of certain Bonds (the “Discount Bonds”) may be less than the amount payable on such Bonds at maturity. An amount equal to the difference between the initial public offering price of Discount Bonds (assuming that a substantial amount of the Discount Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes original issue discount to the initial purchaser of such Discount Bonds. Owners of Discount Bonds should consult with their own tax advisors with respect to the determination of accrued original issue discount on Discount Bonds for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of Discount Bonds. It is possible that, under applicable provisions governing determination of state and local income taxes, accrued interest on Discount Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment.

The initial public offering price of certain Bonds (“Premium Bonds”) may be greater than the amount of such Bonds at maturity. An amount equal to the difference between the initial public offering price of Premium bonds (assuming that a substantial amount of the Premium Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes a premium to the initial purchaser of such Premium Bonds. Purchasers of the Premium Bonds should consult with their own tax advisors with respect to the determination of amortizable bond premium on Premium Bonds for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of Premium Bonds.

Other Tax Advice: In addition to the income tax consequences described above, potential investors should consider the additional tax consequences of the acquisition, ownership, and disposition of the Bonds. For instance, state income tax law may differ substantially from state to state, and the foregoing is not intended to describe any aspect of the income tax laws of any state. Therefore, potential investors should consult their own tax advisors with respect to federal tax issues and with respect to the various state tax consequences of an investment in the Bonds.

Audits: The Internal Revenue Service (the “Service”) has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether or not the Service will commence an audit of the Bonds. If an audit is commenced, under current procedures the Service may treat the City as a taxpayer and the bondholders may have no right to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the Bonds until the audit is concluded, regardless of the ultimate outcome.

Withholdings: Payments of interest on, and proceeds of the sale, redemption or maturity of, tax-exempt obligations, including the Bonds, are in certain cases required to be reported to the Service. Additionally, backup withholding may apply to any such payments to any Exempt Bond owner who fails to provide an accurate Form W-9 Request for Taxpayer Identification Number and Certification, or a substantially identical form, or to any bond owner who is notified by the Service of a failure to report any interest or dividends required to be shown on federal income tax returns. The reporting and backup withholding requirements do not affect the excludability of such interest from gross income for federal tax purposes.

Legislation: Current and future legislative proposals, including some that carry retroactive effective dates, if enacted into law, court decisions, or clarification of the Code may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation, or otherwise prevent owners of the Bonds from realizing the full current benefit of the tax status of such interest. For example, on December 22, 2017, the Tax Cuts and Jobs Act (“TCJA”) was signed into law. For tax years beginning after December 31, 2017, the TCJA, among other things, significantly changes the income tax rates on individuals and corporations, modifies the current provisions relative to the federal alternative minimum tax on individuals, and eliminates the federal alternative minimum tax for corporations. The TCJA, or the introduction or enactment of any other legislative proposals, clarification of the Code or court decisions may also affect, perhaps significantly, the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding the TCJA, as well as any pending or proposed tax legislation, as to which Bond Counsel expresses no opinion other than as set forth in its legal opinion.

Opinion: Bond Counsel's opinion is not a guarantee of a result, or of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction, but represents its legal judgment based upon its review of existing statutes, regulations, published rulings and court decisions and the representations and covenants of the City described in this section. No ruling has been sought from the Service with respect to the matters addressed in the opinion of Bond Counsel and Bond Counsel's opinion is not binding on the Service. Bond Counsel assumes no obligation to update its opinion after the issue date to reflect any further action, fact or circumstance, or change in law or interpretation, or otherwise.

### **State of Iowa Tax Matters**

Interest on the Bonds is NOT exempt from present Iowa income taxes. Ownership of the Bonds and Bonds may result in other state and local tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Bonds. Prospective purchasers of the Bonds should consult their tax advisors regarding the applicability of any such state and local taxes.

### **Changes in Federal and State Tax Law**

From time to time, there are executive, regulatory and legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to herein or adversely affect the marketability or market value of the Bonds or otherwise prevent holders of the Bonds from realizing the full benefit of the tax exemption of interest on the Bonds. Further, such proposals may impact the marketability or market value of the Bonds simply by being proposed.

It cannot be predicted whether or in what form any such proposals might be enacted or whether if enacted it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value, marketability or tax status of the Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Bonds would be impacted thereby. It is possible that further legislation will be proposed or introduced that could result in changes in the way that tax exemption is calculated, or whether interest on certain securities are exempt from taxation at all. Prospective purchasers should consult with their own tax advisors regarding any other pending or proposed federal income tax legislation.

The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any proposed or pending legislation, regulatory initiatives or litigation.

### **ENFORCEMENT**

Holders of the Bonds shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa and of the United States of America for the enforcement of payment of the Bonds, including, but not limited to, the right to a proceeding in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required by Iowa law and the Series Resolution authorizing issuance of the Bonds. There is no bond trustee or similar person to monitor or enforce the terms of Series Resolution or the Master Resolution. In the event of a default in the payment of principal of or interest on the Bonds, there is no provision for acceleration of maturity of the principal of the Bonds. Consequently, the remedies of the owners of the Bonds may have to be enforced from year to year.

The owners of the Bonds cannot foreclose on property within the boundaries of the Issuer or sell such property in order to pay the debt service on the Bonds. In addition, the enforceability of the rights and remedies of owners of the Bonds may be subject to limitation as set forth in Bond Counsel's opinion. The remedies available to the owners of the Bonds upon an event of default under the Master Resolution, in certain respects, may require judicial action, which is often subject to discretion and delay. Under existing law, including specifically the federal bankruptcy code, certain of the remedies specified in the Master Resolution may not be readily available or may be limited. A court may decide not to order the specific performance of the covenants contained in these documents. The opinion to be delivered concurrently with the delivery of the Bonds

will be qualified as to the enforceability of the various legal instruments by limitations imposed by general principles of equity and public policy and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally, and to the exercise of judicial discretion in appropriate cases.

No representation is made, and no assurance is given, that the enforcement of any remedies with respect to such assets will result in sufficient funds to pay all amounts due under the Master Resolution and the Series Resolution, including principal of and interest on the Bonds.

Opinion: Bond Counsel's opinion is not a guarantee of a result, or of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction, but represents its legal judgment based upon its review of existing statutes, regulations, published rulings and court decisions and the representations and covenants of the Issuer described in this section. No ruling has been sought from the Service with respect to the matters addressed in the opinion of Bond Counsel and Bond Counsel's opinion is not binding on the Service. Bond Counsel assumes no obligation to update its opinion after the issue date to reflect any further action, fact or circumstance, or change in law or interpretation, or otherwise.

## **OPINION**

Bond Counsel's opinion is not a guarantee of a result, or of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction, but represents its legal judgment based upon its review of existing statutes, regulations, published rulings and court decisions and the representations and covenants of the Issuer described in this section. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction. No ruling has been sought from the Service with respect to the matters addressed in the opinion of Bond Counsel and Bond Counsel's opinion is not binding on the Service. Bond Counsel assumes no obligation to update its opinion after the issue date to reflect any further action, fact or circumstance, or change in law or interpretation, or otherwise.

In addition, the enforceability of the rights and remedies of owners of the Bonds may be subject to limitation as set forth in the Bond Counsel's opinion. The opinion will state, in part, that the obligation of the City with respect to the Bonds may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and to the exercise of judicial discretion in appropriate cases.

**ALL POTENTIAL PURCHASERS OF THE BONDS SHOULD CONSULT WITH THEIR TAX ADVISORS WITH RESPECT TO FEDERAL, STATE AND LOCAL TAX CONSEQUENCES OF OWNERSHIP OF THE BONDS (INCLUDING BUT NOT LIMITED TO THOSE LISTED ABOVE).**

## **MUNICIPAL ADVISOR**

The Issuer has retained Independent Public Advisors, LLC as Municipal Advisor (the "Municipal Advisor") in connection with the preparation of the issuance of the Bonds. The Municipal Advisor assisted in the preparation of Appendix A hereto and in other matters relating to the planning, structuring and issuance of the Bonds. In assisting with the preparation of the Appendix A, the Municipal Advisor has relied on government officials, and other sources to provide accurate information for disclosure purposes. The Municipal Advisor is not obligated to undertake, and has not undertaken, an independent verification of the accuracy, completeness, or fairness of the information contained in the Official Statement. The Municipal Advisor is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities.

## **CONTINUING DISCLOSURE**

In order to assist bidders in complying with paragraph (b)(5) of the Rule, the City will undertake, pursuant to the resolution for the Bonds and the Continuing Disclosure Certificate for the Bonds, to provide certain annual financial information and notices of the occurrence of certain material events. A description of these undertakings is set forth in APPENDIX D of this Official Statement. The City will deliver the Continuing Disclosure Certificate at closing, and any failure on the part of the City to deliver the same shall relieve the Purchaser of its obligation to purchase the Bonds.

Within the last five years, the Issuer did not timely file audited financial statements (or operating data due to the fact that all operating data is contained within the audited financial statements) for the fiscal year ending June 30, 2018 due to an inadvertent uploading error, and did not properly link its audited financial statements or operating data for fiscal years ending June 30, 2016 and June 30, 2017 to bonds issued in 2016 or 2017. The Issuer filed a notice of failure to file in both instances (but did not file such notices timely) and did not file unaudited financial statements since the audited financial statements were filed. In addition, certain Assessed Valuation operating data may not be in the same format as the original Official Statements for certain filing years. For certain fiscal years, ahead of the audit filing deadline the Issuer filed unaudited financial statements which contained financial information as found in the audit, but which may not be in a format similar to the audit, and may not have included a notice that the audits would be filed when available. The audits were subsequently filed but may not have been filed immediately after they became available.

### **SALE AT COMPETITIVE BIDDING**

The Bonds were offered for sale by the City at a public, competitive sale on July 19, 2021. The best bid submitted at the sale was submitted by \_\_\_\_\_ (the “Underwriter”). The City awarded the contract for sale of the Bonds to the Underwriter at a price of \$\_\_\_\_\_ (reflecting the par amount of \$\_\_\_\_\_, plus a reoffering premium of \$\_\_\_\_\_, and less an Underwriter’s discount of \$\_\_\_\_\_).

### **AUDITED FINANCIAL STATEMENTS**

Audited financial statements of the Issuer are included in the Comprehensive Annual Financial Report in “APPENDIX D” to this Official Statement and have been prepared by Eide Bailly LLP to the extent and for the periods indicated in their report thereon. Such financial statements have been included herein without permission of said office, and said office expresses no opinion with respect to the Bonds or the Official Statement. The inclusion of the certain financial information and the 2020 Audit in this Official Statement in and of itself is not intended to demonstrate the fiscal condition of the City since the date of the 2020 Audit. Questions or inquiries relating to financial information of the City since the date of the 2020 Audit should be directed to the City.

### **CERTIFICATION**

The City has authorized the distribution of this Official Statement for use in connection with the initial sale of the Bonds. I have reviewed the information contained within the Official Statement prepared on behalf of the City of Dubuque, Iowa, and said Official Statement does not contain any material misstatements of fact nor omission of any material fact regarding the issuance of \$3,720,000\* Water Revenue Refunding Bonds, Series 2021C.

CITY OF DUBUQUE, IOWA

/s/ Jenny Larson, Director of Finance & Budget

\*Preliminary; subject to change.



## **DESCRIPTION OF THE MUNICIPAL WATERWORKS SYSTEM**

### **THE WATERWORKS SYSTEM**

The City provides water service to all developed portions of the City within the corporate limits and to several subdivisions outside of the corporate limits. The City Council has complete authority to establish rates and charges for water service. Management of the Municipal Water System, Dubuque Water Works, is under the direction of the City Manager and is supported by a professional staff.

Raw water is drawn from four deep wells (total capacity of 6 million gallons per day (MGD) and five shallow wells (total capacity of 12 MGD) and is pumped to the Eagle Point Water Plant at 1902 Hawthorne Street.

The treatment process (rated total capacity of 13.1 MGD) consist of the following steps: aeration, lime softening of the water down to 100 mg/l hardness (as  $\text{CaCO}_3$ ), recarbonation, sand filtration, chlorination, and fluoridation. The treated water is then introduced into the distribution system from two underground reservoirs (1.75 million gallon storage capacity) at the necessary rate, quality, and pressure levels to meet the needs of the City.

The distribution storage system consists of four elevated tanks, four stand pipes, and one underground reservoir (total storage capacity of 17.85 million gallons) and eight pump stations (total pumping capacity 11.7 MGD). This activity is located at the Eagle Point Water Plant and is staffed by a Department Manager and 9 operation and maintenance employees.

## RATES AND CHARGES

Ordinance No.6-21 effective July 1, 2011, establishes rates to be charged for water for residential, commercial, industrial and all other uses and purposes by any person, firm or corporation within the City shall be based on units of one-hundred cubic feet (748 gallons) or per gallon as follows:

<u>Monthly Consumption</u> <u>(in Gallons)</u>	<u>Charge per</u> <u>Gallon</u>
First 22,440	\$0.00527
Next 89,760	\$0.00432
Next 261,800	\$0.00403
Next 374,000	\$0.00355
Next 748,000	\$0.00311

Rates shall be subject to the following minimum monthly charge according to the size of the meter:

<u>Meter Size</u> <u>Inches</u>	<u>Monthly Consumption</u> <u>(In Gallons)</u>	<u>Minimum Charge</u>
5/8	1,496	\$7.88
3/4	3,740	19.71
1	5,984	31.54
1 1/2	19,448	102.49
2	34,408	169.96
3	79,288	363.84
4	125,664	560.28
6	275,264	1,163.17
8	467,500	1,893.00

A property owner shall pay a \$50.00 disconnect fee for water service that is disconnected by the city for a meter not in service. When a tenant account is subject to disconnection due to delinquency, the tenant shall pay the \$50.00 disconnect fee.

A \$7.21 minimum monthly charge shall be assessed for meters not in service.

## NUMBER OF WATER CUSTOMERS

<u>Fiscal Year</u>	<u>Number of Water</u> <u>Customers</u>
2015/16	23,317
2016/17	23,780
2017/18	22,715
2018/19	22,898
2019/20	24,034

## LARGER WATER CUSTOMERS (FY 2019/20)

<u>Customer</u>	Percent of Total	
	<u>Charges</u>	<u>Water Charges</u>
Rousselot Inc.	\$390,478	3.50%
Prairie Farms Dairy Inc	218,443	1.96%
Hormel Foods Corporation*	163,328	1.46%
Hormel Foods Corporation*	157,032	1.41%
Alpine Park Community	47,996	0.43%
Finely Hospital	47,717	0.43%
Stonehill Nursing Home	45,411	0.41%
Yes Companies Exp Fred, LLC	41,322	0.37%
APC, Inc.	40,960	0.37%
Georgia Pacific	<u>38,867</u>	<u>0.35%</u>
Total Larger Customer Charges:	\$1,191,554	10.69%
Total Water System Charges:	\$11,168,595	

## WATER SALES

<u>Fiscal Year</u>	<u>Total Gallons</u>	<u>Total Water Revenue</u>
2015/16	1,883,797,577	\$8,159,240
2016/17	1,844,997,668	8,248,796
2017/18	1,632,426,374	8,525,072
2018/19	1,750,735,443	8,636,521
2019/20	1,738,198,948	8,958,162

## HISTORICAL CASH FLOW & ANTICIPATED DEBT COVERAGE

The following table presents the System's revenues and expenditures for Fiscal Year 2017-18 through Fiscal Year 2019-20 based on the City's Audited Financial Statements. In addition, the table provides a pro forma of the System's anticipated operating revenues and expenditures for Fiscal Year 2020-21 and Fiscal Year 2021-22. Projected performance cannot be guaranteed.

The System's historical and anticipated debt service coverage ratios are as follows:

	--Audited Financial Statements <sup>1</sup> --			Unaudited/ <sup>2</sup> Projected	Budget <sup>2</sup>
	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
<b>OPERATING REVENUES</b>					
Usage Charges	\$8,860,063	\$8,894,841	\$9,223,000	\$8,589,722	\$9,299,359
Other Revenue	<u>46,073</u>	<u>64,182</u>	<u>49,979</u>	<u>452,661</u>	<u>378,848</u>
Total Operating Revenues	\$8,906,136	\$8,959,023	\$9,272,979	\$9,042,383	\$9,678,207
<b>OPERATING EXPENSES</b>					
Employee Expense	\$2,533,836	\$2,614,288	\$2,943,258	\$2,887,353	\$2,973,839
Utilities	690,346	728,946	827,417	813,718	875,835
Repairs and Maintenance	165,481	226,070	207,802	351,733	282,490
Supplies and Services	1,511,896	2,080,976	1,533,566	2,601,086	2,179,893
Insurance	87,468	76,090	87,170	85,805	101,062
Depreciation	<u>1,404,937</u>	<u>1,313,288</u>	<u>1,212,928</u>	<u>0</u>	<u>0</u>
Total Operating Expense	\$6,393,964	\$7,039,658	\$6,812,141	\$6,739,695	\$6,413,119
<b>NET OPERATING REV</b>	\$2,512,172	\$1,919,365	\$2,460,838	\$2,302,688	\$3,265,088
Add Depreciation	1,404,937	1,313,288	1,212,928	0	0
Investment Earnings	<u>55,989</u>	<u>201,464</u>	<u>224,393</u>	<u>74,254</u>	<u>75,000</u>
<b>Net Revenues for Debt Service</b>	\$3,973,098	\$3,434,117	\$3,898,159	\$2,376,942	\$3,340,087
<b>Revenue Debt Service</b>	777,000	850,000	1,420,000	1,686,000	1,699,000
<b>Coverage</b>	5.11	4.04	2.75	1.41	1.97

<sup>1</sup> Accrual basis.

<sup>2</sup> Cash basis.

## WATER SYSTEM REVENUE DEBT

### Water System Revenue Debt (Includes the Bonds, Excludes the Refunded Bonds)

The City has revenue debt payable solely from the net water revenues of the City's water system:

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 07/01/21</u>
10/07	\$915,000	Water Improvements (SRF)	06/28	\$387,000
11/08D	1,195,000	Water Improvements	06/21 <sup>3</sup>	0
02/10	7,676,000	Water Improvements (SRF)	06/31	1,838,000
09/10D	5,700,000	Water Improvements	06/21 <sup>3</sup>	0
07/17	10,198,000	Water Improvements (SRF)	06/37	9,161,000
8/19	4,400,000	Water Improvements (SRF)	06/40	4,219,000
08/21	3,720,000	Water Refunding	06/30	<u>3,720,000</u>
Total				\$19,325,000

### Water System Revenue Fiscal Year Debt Service Payments (Includes the Bonds, Excludes the Refunded Bonds)

<u>Current Outstanding Debt</u>			<u>The Bonds</u>		<u>Total Outstanding Debt</u>	
<u>Year</u>	<u>Principal</u>	<u>Debt Service</u>	<u>Principal</u>	<u>Debt Service</u>	<u>Principal</u>	<u>Debt Service</u>
2022	\$894,500	\$1,196,300	\$375,000	\$411,143	\$1,269,500	\$1,607,443
2023	904,500	1,198,710	395,000	438,327	1,299,500	1,637,037
2024	925,000	1,201,120	405,000	445,207	1,330,000	1,646,327
2025	946,500	1,204,120	405,000	441,562	1,351,500	1,645,682
2026	968,000	1,206,690	410,000	442,390	1,378,000	1,649,080
2027	991,000	1,210,330	420,000	447,675	1,411,000	1,658,005
2028	1,014,000	1,213,510	425,000	447,341	1,439,000	1,660,851
2029	974,500	1,153,730	435,000	450,584	1,409,500	1,604,314
2030	996,000	1,155,740	450,000	458,145	1,446,000	1,613,885
2031	1,019,000	1,158,820			1,019,000	1,158,820
2032	823,000	942,440			823,000	942,440
2033	840,000	942,980			840,000	942,980
2034	857,000	943,180			857,000	943,180
2035	874,000	943,040			874,000	943,040
2036	892,000	943,560			892,000	943,560
2037	910,000	943,720			910,000	943,720
2038	253,000	268,520			253,000	268,520
2039	259,000	269,460			259,000	269,460
2040	<u>264,000</u>	<u>269,280</u>			<u>264,000</u>	<u>269,280</u>
Total	\$15,605,000	\$18,365,25	\$3,720,000	\$3,982,374	\$19,325,000	\$22,347,624

<sup>3</sup> The maturities after 2021 are being refunded by the Bonds.

<sup>1)</sup> Includes IFA servicing fees.

## **APPENDIX A: INFORMATION ABOUT THE ISSUER**



## APPENDIX A - INFORMATION ABOUT THE ISSUER

### CITY OF DUBUQUE, IOWA

CITY HALL  
50 W. 13<sup>th</sup> Street  
Dubuque, IA 52001  
Telephone 563-589-4100

### MAYOR AND CITY COUNCIL

**Roy D. Buol, Mayor** ..... *Term Expires 2021*  
**Ric W. Jones, At Large** ..... *Term Expires 2021*  
**David T. Resnick, At Large** ..... *Term Expires 2023*  
**Susan R. Farber, Ward 1** ..... *Term Expires 2021*  
**Laura J. Roussell, Ward 2** ..... *Term Expires 2023*  
**Danny C. Sprank Ward 3** ..... *Term Expires 2021*  
**Brad M. Cavanagh Ward 4** ..... *Term Expires 2023*

### ADMINISTRATION

**Michael C. Van Milligen** ..... *City Manager*  
**Cori Burbach** ..... *Assistant City Manager*  
**Jenny Larson** ..... *Director of Finance & Budget*  
**Adrienne Breittfelder** ..... *City Clerk*

### FINANCE TEAM

**Crenna Brumwell, Dubuque, Iowa** ..... *City Attorney*  
**Ahlers & Cooney, P.C., Des Moines, Iowa** ..... *Bond Counsel*  
**Ahlers & Cooney, P.C., Des Moines, Iowa** ..... *Disclosure Counsel*  
**Independent Public Advisors, LLC West Des Moines, Iowa** ..... *Municipal Advisor*

## PROPERTY VALUES

### IOWA PROPERTY VALUATIONS

In compliance with Section 441.21 of the Code of Iowa, the State Director of Revenue annually directs all County Auditors to apply prescribed statutory percentages to the assessments of certain categories of real property. The assessments finalized as of January 1 of each year are applied to the following fiscal year.

The 2020 final Actual Values were adjusted by the Dubuque County Auditor. The reduced values, determined after the application of rollback percentages, are the Taxable Values subject to tax levy. For assessment year 2020, the Taxable Value rollback rate was 56.4094% of Actual Value for residential property; 84.0305% of Actual Value for agricultural property; 90% of Actual Value for commercial, industrial, and railroad property, 67.5000% of Actual Value for multiresidential property, and 98.5489% of Actual Value for utility property.

The Legislature's intent has been to limit the growth of statewide taxable valuations for most classes of property to 3% annually; utility taxable valuation growth is limited to 8%. Political subdivisions whose taxable values are thus reduced or are unusually low in growth are allowed to appeal the valuations to the State Appeal Board, in order to continue to fund present services.

### VALUATIONS

	<b>1/1/2020 VALUATIONS<sup>4</sup></b>	
	<u>100% Actual Value</u>	<u>Taxable Value (With Rollback)</u>
Residential	\$2,883,700,162	\$1,603,445,974
Commercial	877,949,735	763,464,209
Industrial	90,060,981	77,675,463
Multi-residential	199,518,934	128,814,495
Railroad	4,022,947	3,620,652
Utilities w/o Gas & Electric	4,117,584	4,057,834
Other	<u>0</u>	<u>0</u>
Gross valuation	\$4,059,370,343	\$2,581,078,627
Less military exemption	<u>(4,115,144)</u>	<u>(4,115,144)</u>
Net valuation	\$4,055,255,199	\$2,576,963,483
TIF increment (used to compute debt service levies and constitutional debt limit)	\$404,061,757	\$400,278,958
Taxed separately		
Ag. Land & Buildings	\$3,947,871	3,317,146
	<b>Error! Bookmark not defined.</b>	
Utilities – Gas & Electric	369,056,843	\$69,267,366

Source: Iowa Department of Management

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<sup>4</sup> For taxes payable July 1, 2021 through June 30, 2022.

## GROSS TAXABLE VALUATION BY CLASS OF PROPERTY<sup>5</sup>

	1/1/2020 Assessment Year Taxable <u>Valuation</u>	Percent <u>Total</u>
Residential	\$1,603,445,974	60.499%
Multiresidential	128,814,495	4.860%
Commercial, Industrial, Other, Railroad & Utility	848,818,158	32.027%
Utilities – Gas & Electric	<u>69,267,366</u>	<u>2.614%</u>
Total Gross Taxable Valuation	\$2,650,345,993	100.00%

Source: Iowa Department of Management

## TREND OF VALUATIONS

The 100% Actual Valuations, before rollback and after reduction of military exemption, include Ag. Land, Ag. Buildings, TIF Increment, and Gas & Electric Utilities. The Net Taxable Valuations, with the rollback and after the reduction of military exemption, include Gas & Electric Utilities, but exclude Ag. Land, Ag Buildings, and Taxable TIF Increment. Iowa cities certify operating levies against Net Taxable Valuation excluding the Taxable TIF Increment and debt service levies are certified against Net Taxable Valuations including the Taxable TIF Increment.

Assessment <u>Year</u>	Payable <u>Fiscal Year</u>	100% <u>Actual Valuation</u>	Net Taxable Valuation <u>(With Rollback)</u>	Taxable <u>TIF Increment</u>
2016	2017-18	\$4,187,371,261	\$2,371,609,335	\$388,130,735
2017	2018-19	4,430,255,110	2,499,017,299	334,881,153
2018	2019-20	4,553,229,486	2,542,043,245	353,396,716
2019	2020-21	4,785,964,957	2,579,355,511	405,604,502
2020	2021-22	4,832,321,670	2,646,230,849	400,278,950

Source: Iowa Department of Management

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<sup>5</sup> Before military exemption, and exclusive of taxable TIF increment.

## LARGER TAXPAYERS

<u>Taxpayer</u>	<u>Property/ Business Type</u>	<u>1/1/2020 Taxable Valuation</u>
Peninsula Gaming Company LLC	Commercial	\$275,798,346
Interstate Power & Light CO	Utility	63,778,569
Kennedy Mall Inc	Commercial	60,378,171
Progressive Processing LLC	Industrial	38,960,029
GRTD Investments LLC	Commercial	25,380,320
Mar Holdings LLC	Commercial	25,165,912
Walter Development LLC	Commercial	25,122,533
Black Hills Energy Corp	Utility	21,343,408
Nordstrom Real Estate Holdings, INC	Commercial	14,800,000
City of Dubuque	Commercial	14,792,460

Source: Dubuque County Iowa Auditor's Office.

Effort has been made to seek out and report the larger taxpayers. However, many of the taxpayers listed contain multiple parcels and it is possible that some parcels and their valuations have been overlooked.

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## INDEBTEDNESS

### DEBT LIMIT

Article XI, Section 3 of the State of Iowa Constitution limits the amount of debt outstanding at any time of any county, municipality or other political subdivision to no more than 5% of the actual value of all taxable property within the corporate limits, as taken from the last state and county tax list. The debt limit for the City, based on its 2020 Actual Valuation (effective July 1, 2021) is as follows:

	1/1/2020 Assessment Year
Actual Valuation of Property	\$4,836,468,063
Less: Military Exemption	<u>(4,115,144)</u>
Net Valuation	\$4,832,352,919
Constitutional Debt Percentage	5.00%
Constitutional Debt Limit	\$241,617,646
Less: Applicable General Obligation Debt	(80,025,000)
Less: Urban Renewal Debt	(18,395,000)
Less: Rebate Agreements	(6,107,583)
Less: Other Obligations	(6,051,627)
Less: Annual Appropriation <sup>6</sup>	<u>(1,474,469)</u>
Constitutional Debt Margin	\$129,563,967

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<sup>6</sup> Amount appropriated for the \$22,138,000 General Obligation Annual Appropriation Refunding Capital Loan Notes, Series 2021 to be abated by sales tax increment.

**First Lien General Obligation Debt (Includes the Bonds, Excludes the Refunded Bonds)**

## Second Lien Sales Tax Increment General Obligation Debt

<b>Total</b>	<b>General</b>	<b>Obligation</b>	<b>Debt</b>	<b>Subject</b>	<b>to</b>	<b>Debt</b>	<b>Limit:</b>
<b>25,000</b>							<b>\$80,0</b>

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 07/01/21</u>
10/07	\$23,025,000	Port of Dubuque Parking Ramp	06/37	\$18,395,000

## OTHER DEBT

The City has debt payable solely from the net water revenues of the City's water system as follows:

### Water Revenue Debt (Excludes the Refunded Bonds, Includes the Bonds)

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 07/01/21</u>
10/07	\$915,000	Water Improvements (SRF)	06/28	\$387,000
02/10	7,676,000	Water Improvements (SRF)	06/31	1,838,000
07/17	10,198,000	Water Improvements (SRF)	06/37	9,161,000
08/19	4,400,000	Water Improvements (SRF)	06/40	4,219,000
08/21	3,720,000	Water Refunding	06/30	<u>3,720,000</u>
Total				\$19,325,000

The City has debt payable solely from the net sewer revenues of the City's sewer system as follows:

### Sewer Revenue Debt

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 07/01/21</u>
01/09	\$1,847,000	Sewer & Storm Improvements	06/28	\$778,000
01/10	\$912,000	Sewer Improvements (SRF)	06/30	483,000
08/10	74,285,000	Sewer Improvements (SRF)	06/29	55,423,000
04/13	3,048,000	Sewer Improvements (SRF)	06/33	1,972,000
05/13	3,058,000	Sewer Improvements (SRF)	06/31	1,837,000
03/19	2,763,000	Sewer Improvements (SRF)	06/38	<u>2,400,907</u>
Total				\$62,893,907

The City has debt payable solely from the net sewer revenues of the City's stormwater system as follows:

### Stormwater Revenue Debt

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 07/01/21</u>
01/10	800,000	Stormwater Improvements (SRF)	06/30	\$423,000
10/10	7,850,000	Stormwater Improvements (SRF)	06/41	6,013,000
02/14	1,029,000	Stormwater Improvements (SRF)	06/33	217,000
04/19	16,382,000	Stormwater Improvements (SRF)	06/40	<u>13,313,332<sup>7</sup></u>
Total				\$19,966,332

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<sup>7</sup> Amount drawn as of April 6, 2021.



## THE CITY

### CITY GOVERNMENT

The City has been governed by a Council-Manager-Ward form of government since 1920. Policy is established by a Mayor and six council members, the mayor and two of the council members being elected at large and four members elected from wards. City Council members hold four-year staggered terms. The City Clerk, City Manager and City Attorney are appointed by the City Council.

### LEASE REVENUE

The City of Dubuque leases riverfront property, airport property (hangars and terminal space), farmland, parking areas, space for antennas on top of water towers, and concession areas under operating leases. The most significant lease is the lease of the greyhound racing and gambling facility and related parking area to the Dubuque Racing Association (DRA). The City's cost of the leased DRA assets total \$10,144,771. The carrying amount of the assets at June 30, 2020 is \$5,872,087, with \$142,423 of depreciation expense during the year ended June 30, 2020. The DRA lease amount is based on the association's gross gambling receipts. During the year ended June 30, 2020, the DRA lease generated \$3,961,996 in lease revenue. Lease payments from DRA are expected to decrease in future years, due to declining gaming revenues at the leased facility. See the audited financial statements attached as Appendix C for further information.

### EMPLOYEES, PENSIONS AND OPEB

The City has 590 full and 73.64 full time equivalent part-time employees and 55.80 full time equivalent seasonal employees, including a police force of 112 sworn personnel and a fire department of 91 fire fighters. Of the City's 809 employees, 572 are currently enrolled in the Iowa Public Employees Retirement System (the "IPERS") pension plan administered by the State of Iowa and 190 are currently enrolled in the Municipal Fire and Police Retirement System of Iowa (the "MFPRSI"), a benefit plan administered by a Board of Trustees.

See note 10 of the audited financial statements attached as Appendix C for further information on OPEB obligations, and note 11 for further information on pensions.

### UNION CONTRACTS

City employees are represented by the following bargaining units:

<u>Bargaining Unit</u>	<u>Unit Members</u>	<u>Contract Expiration Date</u>
Teamsters Local Union No 120 <sup>8</sup>	111	June 30, 2022
Teamsters Local Union No 120 Bus Operators <sup>8</sup>	50	June 30, 2022
Dubuque Professional Firefighters Association	76	June 30, 2023
Dubuque Police Protective Association	79	June 30, 2024
International Union of Operating Engineers No. 2348	59	June 30, 2024

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<sup>8</sup> This is a 5-year agreement with a 2% increase in wages for Fiscal Year 2018; a 1.5% increase in wages for Fiscal Years 2019, 2020 and 2021; and a 1.75% increase in wages for Fiscal Year 2022.

## GENERAL INFORMATION

### LOCATION AND TRANSPORTATION

The City is located in northeast Iowa and serves as the county seat for Dubuque County. The City, with a 2010 Census population of 57,532, has a land area of 31.758 square miles. Annexation activity in recent years has been voluntary with over 227 acres annexed in the past five years. The City lies at the intersection of Highways 61/151 and 20. The City is located approximately 22 miles southwest of Platteville, Wisconsin; 92 miles southwest of Madison, Wisconsin; 84 miles northeast of Iowa City, Iowa; 65 miles north of the Quad Cities (Rock Island and Moline, Illinois and Bettendorf and Davenport, Iowa); 175 miles west of Chicago, Illinois and 185 miles northeast of Des Moines. Dubuque Regional Airport provides jet service to Chicago via American Airlines. Railroad service to the City is provided by the Iowa, Chicago & Eastern Railroad Corp, Canadian National/Illinois Central, and Burlington Northern Santa Fe Railroad Company (BNSF), as well as bus service being provided by Greyhound and Burlington Trailways.

### BUILDING PERMITS<sup>9</sup>

City officials report the following construction activity as of **February 28, 2021**. Permits for the City are reported on a fiscal year basis.

<u>Fiscal Year</u>	<u>Single</u>	<u>Multi-Family</u>	<u>Commercial</u>	<u>Total Permits</u>	<u>Total Valuation</u>
2016-17	64	3	18	1,472	115,177,160
2017-18	72	0	14	1,402	143,139,314
2018-19	44	0	11	966	118,275,292
2019-20	55	2	10	1,280	101,491,738
2020-21	24	2	9	779	45,180,406

### US CENSUS DATA

1980 US Census	62,374
1990 US Census	57,546
2000 US Census	57,686
2010 US Census	57,532

Source: U.S. Census Bureau website.

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<sup>9</sup> Totals include new construction totals only for single family, multi-family, commercial/industrial, roofing, siding, decks, and other miscellaneous residential and commercial permits.

## UNEMPLOYMENT RATES

Calendar Year <u>Average</u>	City of <u>Dubuque</u> <sup>10</sup>	Dubuque <u>County</u> <sup>10</sup>	State <u>of Iowa</u> <sup>11</sup>
2016	3.5%	3.6%	3.7%
2017	3.1%	3.0%	3.1%
2018	2.4%	2.4%	2.5%
2019	2.7%	2.7%	2.8%
2020	6.6%	5.9%	5.3%

Source: Iowa Workforce Development Center. Figures represent calendar year averages, and will differ from fiscal year-end data reported in Table 18 of the Comprehensive Annual Financial Report for the year ended June 30, 2020.

## EDUCATION

Public education to the City is provided by the Dubuque Community School District, with certified enrollment for the 2020-2021 school year of 10,310. The Dubuque School District has two high schools, an alternative high school, three middle schools and thirteen elementary schools. The Archdiocese of Dubuque operates four Catholic elementary facilities, one middle school and one high school within the City. Higher education opportunities within the County include Loras College, Clarke University, University of Dubuque, and Northeast Iowa Community College, with local facilities in downtown Dubuque and Peosta (15 minutes west of Dubuque on Highway 20).

## FINANCIAL STATEMENTS

The City's COMPREHENSIVE ANNUAL FINANCIAL REPORT for the fiscal year ended June 30, 2020 is reproduced in Appendix C. The City's certified public accountant has not consented to the distribution of the audited financial statements and has not undertaken added review of their presentation. Copies of the City's prior Comprehensive Annual Financial Report may be obtained from the City's Municipal Advisor, Independent Public Advisors, LLC.

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<sup>10</sup> Not seasonally adjusted.

<sup>11</sup> Seasonally adjusted.

## **APPENDIX B: FORM OF LEGAL OPINION**

DRAFT

We hereby certify that we have examined a certified transcript of the proceedings of the City Council and acts of administrative officers of the City of Dubuque, State of Iowa (the "Issuer"), relating to the issuance of Water Revenue Refunding Bonds, Series 2021C, by said City, dated August 18, 2021\*, in the denomination of \$5,000 or multiples thereof, in the aggregate amount of \$\_\_\_\_\_ (the "Bonds").

We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion as bond counsel.

As to questions of fact material to our opinion, we have relied upon representations of the Issuer contained in the resolution authorizing issuance of the Bonds (the "Resolution") and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based on our examination and in reliance upon the certified proceedings and other certifications described above, we are of the opinion, under existing law, as follows:

1. The Issuer is duly created and validly existing as a body corporate and politic and political subdivision of the State of Iowa with the corporate power to adopt and perform the Resolution and issue the Bonds.

2. The Resolution has been duly adopted by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable upon the Issuer. The Resolution creates a valid lien on the Net Revenues of the Municipal Water System pledged by the Resolution for the security of the Bonds.

The lien of the Bonds ranks on a parity as to the pledge of Net Revenues with respect to other Outstanding Obligations and Additional Obligations. The right to issue Additional Obligations is reserved upon conditions set forth in the Resolution.

3. The Bonds have been duly authorized, issued and delivered by the Issuer and are valid and binding special obligations of the Issuer, payable solely from the sources provided therefor in the Resolution.

4. Interest on the Bonds is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The opinion set forth in the preceding sentence is subject to the condition that the Issuer comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Bonds in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with all such requirements. Failure to comply with certain of such

DRAFT

City of Dubuque, State of Iowa

\$\_\_\_\_\_ Water Revenue Refunding Bonds, Series 2021C

Page 2

requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds.

We express no opinion regarding the accuracy, adequacy, or completeness of the Official Statement or other offering material relating to the Bonds. Further, we express no opinion regarding tax consequences arising with respect to the Bonds other than as expressly set forth herein.

The rights of the owners of the Bonds and the enforceability of the Bonds are limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Respectfully submitted,

01905512-1\10422-215

**APPENDIX C: JUNE 30, 2020 COMPREHENSIVE ANNUAL FINANCIAL REPORT**



# COMPREHENSIVE ANNUAL FINANCIAL REPORT

'20  
DUBUQUE, IOWA



THE CITY OF  
**DUBUQUE**  
*Masterpiece on the Mississippi*

Dubuque  
All-America City  
2007•2012•2013  
2017•2019

FISCAL YEAR ENDED JUNE 30, 2020



**Photo courtesy of:  
City of Dubuque Staff**

**Cover design by:  
Kristin Hill**

**Comprehensive Annual Financial Report  
For The Fiscal Year Ended June 30, 2020  
City of Dubuque, Iowa**

Prepared by:  
Department of Finance

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**Introductory Section**

**June 30, 2020**

**City of Dubuque, Iowa**

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**CITY OF DUBUQUE, IOWA**  
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**CITY OF DUBUQUE, IOWA**  
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January 15, 2021

Honorable Mayor, City Council Members, and Citizens of the City of Dubuque:

The City of Dubuque, Iowa, pursuant to the requirements set forth by state and federal regulations, hereby submits the Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2020. Responsibility for both the accuracy of the data and the completeness and fairness of the presentation, including all disclosures, rests with the City. Understanding the cost of internal controls should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements. To the best of our knowledge and belief, the enclosed data is accurate in all material respects, and is reported in a manner designed to present fairly the financial position and results of operations of the various funds and activities of the City. All disclosures necessary to enable the reader to gain an understanding of the City's financial operations have been included.

The Code of Iowa requires an annual audit by independent certified public accountants or the State Auditor. The accounting firm of Eide Bailly LLP conducted the audit for fiscal year 2020. In addition to meeting the requirements set forth in state statutes, the audit also was designed to meet the requirements of an annual single audit in conformity with the provisions of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Information related to this single audit, including the Schedule of Expenditures of Federal Awards, findings, recommendations, and the auditor's report on internal control over financial reporting and compliance with requirements applicable to laws, regulations, contracts, and grants, are included in the Compliance Section of this report. The independent auditors' report is included in the Financial Section of this report.

The City provides a full range of services including: police and fire protection; sanitation services; the construction and maintenance of roads, streets, and infrastructure; inspection and licensing functions; maintenance of grounds and buildings; regional airport; library; recreational activities; and cultural events. In addition to general government activities, the municipality owns and operates enterprises for a water system, water resource and recovery center (wastewater treatment), stormwater system, parking facilities, refuse collection, road salt and public transportation.

This report includes all funds of the City of Dubuque, as well as its component units. Component units are legally separate entities for which the City is financially accountable. This report includes the Dubuque Metropolitan Area Solid Waste Agency (DMASWA), Dubuque Initiatives and Subsidiaries, and Dubuque Convention and Visitors Bureau as discretely presented component units. A discretely presented component unit is reported in a separate column in the government-wide financial statements to emphasize that it is legally separate from the City of Dubuque and to differentiate its financial position and results of operations from those of the City. The City appoints a voting majority to the DMASWA governing board and operates the landfill. Dubuque Initiatives is organized to render service to the City Council of the City of Dubuque on matters of community interest, and in the event of dissolution, any assets or property of the



organization are transferred to the City. Dubuque Convention and Visitors Bureau's purpose is to strengthen the Dubuque area economy by competitively marketing the area as a destination for conventions, tour groups, sporting events, and individual travelers. The organization's board members include one City Council member, the City of Dubuque Mayor, and the City Manager. In the event of dissolution, any assets or property of the organization shall be transferred to the City. The City collects hotel/motel taxes and forwards 50% to Dubuque Convention and Visitors Bureau as the primary source of funds for its operations.

Generally Accepted Accounting Principles (GAAP) require that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City of Dubuque's MD&A can be found immediately following the independent auditor's report.

## **PROFILE OF THE CITY**

The City of Dubuque, incorporated in 1833, is located on the Mississippi River in northeast Iowa, adjacent to the states of Illinois and Wisconsin. Julien Dubuque, the city's namesake, first began mining lead in the area now known as Dubuque in 1788. Dubuque is the oldest city in Iowa and has a unique combination of the old and new, ranging from a historic downtown, numerous examples of Victorian architecture, and a Civil War era shot tower, to expanding industrial parks, multiple retail centers, revitalized riverfront and millwork districts and two casinos, one with a pari-mutuel dog track. The City of Dubuque has a stable, diversified economic base and is a major tri-state retail center. The City currently has a land area of 31.6 square miles, and a census 2010 population of 57,637. The U.S. Census Bureau's 2020 population estimate for Dubuque is 57,882. As the largest city in the tri-state area, Dubuque serves as the hub of a trade area with a population estimated at 250,000. As of October 2020, the City's unemployment rate was 3.3%, below the state unemployment rate of 3.6% and the 6.9% national rate.

The City of Dubuque is empowered to levy a property tax on real property located within the city limits. The City has operated under a council-manager form of government since 1920. Policymaking and legislative authorities are vested in the governing council, which consists of a mayor and a six-member council. The city council is elected on a non-partisan basis. The mayor is elected to a four-year term. Council members are elected to four-year, staggered terms with three council members elected every two years. Four of the council members are elected within their respective wards; the mayor and the two remaining council members are elected at-large. The governing council is responsible, among other things, for setting policy, passing ordinances, adopting the budget, appointing committees, and hiring the city manager, city attorney, and city clerk. The city manager is responsible for overseeing the day-to-day operations of the government, making recommendations to the city council on the budget, and other matters, appointing the heads of the government's departments, and hiring employees.

## **ECONOMIC CONDITION AND OUTLOOK**

The economic condition and outlook of Dubuque continues to thrive. The City's economy has a diverse employer base including manufacturing, technology, health services, insurance, education, and government. The top 10 employers in the area employ less than 22% of the total workforce and cover five different industries, which insulates the City against the negative impact from a downturn in any one area of the economy. Several industry experts and associations have recognized the community's efforts to diversify its economy. Although COVID-19 has increased unemployment figures, Dubuque had boasted one of the lowest unemployment rates in the United States in January 2020. Local unemployment rates continue to be lower (7%) than statewide (8%) and national (11.1%) figures.

## **Industrial**

*Dubuque Industrial Center West and South (DICW and DICS):* Over 550 saleable acres were acquired in 1997, with an additional 163 acres purchased in 2015. The three areas of Dubuque Industrial Center comprise 45 businesses with two of those businesses having arrived in 2019, along with two company expansions. The area continues to have available locations for further investment and job creation.

*Dubuque Technology Park:* Located on the south side of the City is a 100-acre park designed to accommodate growing office businesses. Eight businesses are currently located in the park.

## **Commercial and Retail**

*Downtown Development:* Over \$800 million has been invested in the downtown area in building rehabilitation, new construction, and public improvements where more than 9,000 people work. Over 344 IBM employees work on two renovated floors of the nine-story Roshek Building. Heartland Financial and Cottingham & Butler have partnered to purchase the Roshek Building in order to accommodate their quickly expanding workforce. Buildout on portions of several floors of the building will provide office space for an additional 20 Heartland employees in addition to their current 160 at this location. Cottingham & Butler has hired 85 people in the last year in Dubuque, bringing their total employment to 1,050 employees.

*Historic Millwork District:* The Historic Millwork District is saturated with history. It imbues the area with authenticity and character while offering valuable lessons about the importance of sustainable urban design strategies. Dubuque's Historic Millwork District is a keystone to the region's aggressive economic development strategy. With one million square feet of historic warehouse space ideal for urban mixed-use development, the District is perfectly suited to attract entrepreneurs, designers, residents, institutions, and businesses prepared to fuel Dubuque's globally competitive and sustainable economy. The District is currently home to multiple eateries, breweries, and shopping venues. To date, nearly \$100 million has been invested into the transformation of the Millwork District and it is attracting entrepreneurs, residents, institutions, and businesses that are fueling Dubuque's competitive economy.

Dupaco began a \$37 million project to renovate the Voices Building in 2019, with plans to complete later this year. The building will become home to the credit union's operations center and include a mix of retail, entertainment and community space.

*Brewery Neighborhood Conservation District:* The former Dubuque Brewing and Malting Company complex (aka H&W Building) is a collection of buildings constructed primarily of red brick between 1896 and 1934 on the northeast corner of Jackson and 30<sup>th</sup> Streets. The complex is eligible for the National Register of Historic Places and is in Dubuque's Brewery Neighborhood Conservation District. The southern portion of the building was purchased by 3000 Jackson LC in March 2017 and work to restore the building began. The new owner obtained a demolition permit to deconstruct the unsound section of the structure and plan to stabilize and make immediate repairs to prevent further deterioration. Although a portion of the historic structure will be demolished, there are plans to repair, stabilize, and eventually completely restore the property in the future. The property was rezoned in May 2020 to accommodate an anticipated \$30 million mixed-use development providing commercial/retail and residential space.

*Commercial Development:* While COVID-19 slowed commercial construction season beginning in March 2020, building permit revenues still show a strong year for commercial remodels and new development. JoAnn Fabric completed work on a new 30,000 square foot facility. The University of Dubuque constructed a new student clinic, welcome center and outdoor space known as Wallace Commons. Hormel completed renovations to add a new product line at their facility in the Industrial Park.

Plan review and construction continues on Phase I of the Mt. Carmel campus for construction of a new senior housing development by BVM-PHS Senior Housing, Inc. When all four phases are completed, a total of 450 dwelling units will be available.

## **Health Services**

ENT Medical Building completed construction of a new 9,000 sq. ft. medical facility along Cedar Cross Road in the summer of 2019.

Mercy Medical Center along with Medical Associates Clinic has begun construction of a \$25 million project to build a two-story building east of the hospital to serve as a hematology/oncology outpatient clinic. Iowa Health Facilities Council did grant their approval for a certificate of need for a linear accelerator included in the project.

## **Education**

The Dubuque community takes great pride in the quality of its educational system and it is a top priority for Dubuque citizens and leaders. Dubuque's public-school system was ranked #7 out of 2,200 school districts nationwide.

The Dubuque community schools district provides K-12 education through 11 elementary schools, three junior high schools, one middle school, and three high schools. Dubuque also offers two private school systems accredited by the State of Iowa. Holy Family Catholic Schools offers K-12 education at four elementary schools, one K-5 Spanish Immersion Program, a middle school, and a high school. The Dubuque Lutheran School offers K-5 education at one elementary school.

Dubuque boasts three private, liberal arts colleges offering a wide variety of undergraduate and graduate degree programs, a community college with a diverse certificate and degree programs, and a Bible college. The tri-state area features an additional state university and two more community colleges for a total of 18,000 college students. The University of Dubuque began the building permit process for a 17,000 square foot Welcome Center addition and a new 4,000 square foot student clinic

Dubuque Hempstead completed and opened a 27,000 sq. ft. aquatic facility on the north side of the school. A two-story addition is being added to the Alternative Learning Center.

The City's recent awards and recognition from a variety of sources include:

- The National Civic League named Dubuque a 2019 All-America City. This makes the fifth time in twelve years Dubuque has received this award which recognizes communities whose citizens work together to identify and tackle community-wide challenges and achieve uncommon results. Dubuque received the 2019 award for the civic infrastructure built on the Inclusive Dubuque network of over 60 partners working to advance justice and social equity, and Imagine Dubuque 2017: A Call to Action, the comprehensive planning process that collected input from 6,000 residents to identify a roadmap for Dubuque's future. The application and presentation also featured three projects demonstrating how partners are impacting health outcomes for all residents. "Health Care for All" highlights the progress Crescent Community Health Center has made, the impact of the Pacific Islander Health Project, and the recent work of the Brain Health Task Force. The Bee Branch Creek Restoration Project was the second project highlighted and the collaborative work happening by the Dubuque Easts Well coalition to increase access to healthy local foods is the third.
- In 2018, Dubuque became a LEED-Certified City. As one of the 75 STAR-certified cities and counties in the U.S., Dubuque was recently named a LEED Certified City. STAR stands for

Sustainability Tools for Assessing and Rating Communities. STAR Communities is a national framework for measuring and advancing local government's environmental, economic and community efforts to achieve sustainability. Leadership in Energy and Environmental Design, or LEED, for Cities is a program from the U.S. Green Building Council (USGBC) that advances healthy, green, and economically strong cities and communities.

## MAJOR INITIATIVES

**For the Year.** The City of Dubuque staff, following the adopted priorities of the mayor and city council, has been involved in a variety of projects throughout the year. These projects reflect the City's commitment to continue to provide high quality services to the residents and stakeholders of Dubuque within the budget guidelines set by the mayor and city council.

*Bee Branch Watershed Flood Mitigation Project:* The City's \$237 million Bee Branch Watershed Flood Mitigation Project is a 20-year, multi-phased investment to mitigate flooding, improve water quality, stimulate investment, and enhance quality of life within the Bee Branch Watershed. The City has received more than \$160 million in state and federal funds for the project. The \$60 million Upper Bee Branch Creek Restoration phase of the project was completed, and a ribbon-cutting ceremony was held in July 2017 to celebrate the opening of the Bee Branch Creek Greenway. The \$25.9 million Bee Branch Creek Railroad Culverts Project was awarded in early 2019 and construction is underway. When complete in the summer of 2021, the improvements will increase the level of flood protection for over 1,300 homes and businesses from a 1 in 75- year rain event to a 1 in 500 - year rain event.

In 2016, the City of Dubuque was awarded a total of \$31.5 million through the U.S. Department of Housing & Urban Development (HUD) National Disaster Resilience Competition (NDRC) Grant awarded to the State of Iowa's "Iowa Watershed Approach." This total includes \$8.4 million for the Bee Branch Healthy Homes Resiliency Program in the form of five-year forgivable loans to improve 320 housing units, including owner-occupied homes; single-unit rentals; and small, multi-family residential units. The grant will also provide \$24.9 million for stormwater infrastructure improvements related to the Bee Branch Watershed Flood Mitigation Project. Specifically, this includes funding towards the \$25 million project to install culverts to pass floodwaters from the Upper Bee Branch to the Lower Bee Branch through the railway yard on Garfield Avenue. The grant will also provide funding for the project to provide drainage improvements from the Bee Branch Creek to the west along 22nd Street up Kaufmann Avenue all the way to Kane Street. Finally, the grant will provide funding for the project to provide drainage improvements from the Bee Branch Creek to the west along 17th Street to West Locust Street and along West Locust Street towards Kirkwood Street. The HUD Resiliency Grant will expedite the completion of the Bee Branch Watershed Flood Mitigation Project, expanding its scope to lessen the flood damage caused by future flash floods.

As part of the Bee Branch project, the City will convert 240 alleys in the Bee Branch Watershed to "green alleys" which feature permeable concrete pavers. These specifically designed pavers allow water to pass through the surface and filter into the soil below. The green alleys are expected to reduce the amount of stormwater run-off in the watershed by up to 80 percent and prevent flooding. In addition to reducing stormwater run-off, the green alleys will replenish ground water and help prevent pollutants on roadways from running off into the storm sewer system, and ultimately, the Mississippi River. As of fall 2018, more than 80 alleys have been completed.

Another phase of the Bee Branch project is the \$17.1 million Bee Branch Gate & Pump Replacement Project. Improvements will modernize the gate and pump station where the Bee Branch Watershed drains into the Mississippi. The improvements to the pump station will provide more pumping capacity and allow for gravity flow under some circumstances such that it will be able to accommodate what is statistically

considered a 500-year event - the same level of protection to be provided by the upstream Bee Branch Creek Restoration Project when the last component (the Bee Branch Creek Railroad Culverts Project) is complete. The engineering design plans are 90% complete, under review by the US Army Corps of Engineers. The City was awarded a \$2.5 million U. S. Economic Development Administration (EDA) grant. However, since being awarded the grant, the estimated project cost increased by \$6 million, due in part to site challenges. While the project will be ready for bidding in early 2021, the economic impact of the COVID-19 pandemic will likely delay the project.

*Jule Operations and Training Center:* The City of Dubuque's Public Transit Division, completed the Jule Operations and Training Center (JOTC) in Spring, 2018. The 41,000-square-foot facility replaced the century-old facility on Central Avenue and provides numerous operating efficiencies. The JOTC was constructed on a city-owned, Superfund site. The facility includes bus storage, dispatch and administrative offices, indoor classroom and outdoor vehicle training areas. The \$6.8 million project was supplemented with nearly \$5.3 million in state and federal funds.

*Southwest Arterial:* In August of 2019, the City of Dubuque in partnership with Dubuque County and the Iowa Department of Transportation (Iowa DOT) successfully completed and opened the new Southwest Arterial / U.S. Hwy 52 corridor to vehicular traffic. The completed Southwest Arterial project is a 6.1-mile, four-lane, divided freeway with priority-one access control between U.S. Hwy 20 and U.S. Hwy 61 / 151. The new arterial bypass provides an alternate, direct and efficient route for traffic through southwestern Dubuque, thereby reducing traffic congestion on the local street system. It also connects the Dubuque Technology Park on U.S. Hwy 61 / 151 with the new Dubuque Industrial Center West and the existing Dubuque Industrial Center near U.S. Hwy 20 / Seippel Road.

Without the collaborative partnership and funding of the Iowa DOT, the completion of the \$163 Million Southwest Arterial project would not have been possible. The Iowa DOT has contributed approximately \$115 Million to allow for the completion of the 4-lane highway, including bridges and interchanges at both U.S. 20 and at U.S. 61/151. The City contributed approximately \$44 Million in federal, state, and local match funds while Dubuque County contributed approximately \$4 Million.

Following the completion of the Southwest Arterial, the new highway corridor has the potential to generate \$80 million in property taxes, \$1.67 billion in economic output, \$653 million in labor income, and \$1.02 billion in value added from 2021 to 2030. The Southwest Arterial will also annually generate \$135 million in state and local taxes and \$130 million in federal tax from new economic development, as well as save \$30 million for the 10-year period. This project will also generate \$16 million in property tax, \$304 million in economic output, \$24 million in state and local taxes, and \$24 million in federal taxes due to economic development, in addition to \$3 million in safety savings from 2030 onwards. Side benefits include removing over 500 commercial vehicles a day from downtown streets and encouraging redevelopment on Central Avenue and White Street. Almost 1,000 trucks per day will be removed from U.S. Hwy 20 / Dodge. Additional traffic will be removed from Kelly Lane, Fremont Avenue, Cedar Cross Road, Rockdale Road, and other residential streets.

**For the Future.** The mayor and city council will continue to take action to achieve their goals of maintaining a strong local economy, sustaining stable property tax levies, and enhancing the safety and security of residents through neighborhood vitality. City staff will work to implement the city council's vision for Dubuque. A program of comprehensive service reviews has continued as a vehicle for analyzing City services, identifying opportunities for improvement, and determining areas of possible cost reductions. The goal of the service review program is to ensure that services desired by the citizens are provided in the most cost effective and efficient method possible. The city council's goals for the next five years and beyond include the following:

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

## FINANCIAL INFORMATION

*Internal Controls:* City management is responsible for establishing and maintaining internal controls to ensure that the assets of the government are protected from loss, theft, or misuse, and to ensure that adequate accounting data is compiled to allow for the preparation of financial statements in conformity with generally accepted accounting principles.

*Single Audit:* As a recipient of federal and state financial assistance, the City of Dubuque's government is responsible for ensuring that adequate internal controls are in place to ensure compliance with applicable laws, regulations, contracts, and grants related to those programs. These internal controls are subject to periodic evaluation by management.

As a part of the City's single audit described earlier, tests are made to determine the adequacy of internal controls, including that portion related to federal programs, as well as to determine that the government has complied with applicable laws, regulations, contracts, and grants.

*Budgeting Controls:* In addition, the government maintains budgetary controls. The objective of these budgetary controls is to ensure compliance with legal provisions embodied in the annual appropriated budget approved by the city council. All funds, except for fiduciary fund types which include pension trust funds, private purpose trust funds, and agency funds are included in the annual budget process. The level of budgetary control (that is the level at which expenditures cannot legally exceed the appropriated amount) is established by state programs. The government also maintains an encumbrance accounting system as one technique for accomplishing budgetary control. Encumbered amounts lapse at year-end; however, encumbrances generally are re-appropriated as part of the following year's budget. As demonstrated by the statements and schedules included in the financial section of this report, the City continues to meet its responsibility for sound financial management.

*Cash Management:* Cash temporarily idle during the year was invested in demand deposits, certificates of deposit, federal agency obligations, and authorized mutual funds. The City (including DMASWA) received cash basis investment earnings of \$2,068,897 for the year. The investment policy adopted by the city council stresses the importance of capital preservation. The policy directives intend to minimize credit and market risks while maintaining a competitive yield on the portfolio.

*Risk Management:* The City of Dubuque is a member of a statewide risk pool for local governments, the Iowa Communities Assurance Pool (ICAP). The coverage for general and auto liability, as well as public official and police professional liability are acquired through this pool. The City has established a Workers' Compensation Reserve Fund for insuring benefits provided to City employees which is included in the Internal Service Fund Type. Through May 15, 2020 workers' compensation benefits were self-insured up to a specific stop-loss amount of \$750,000, and an aggregate-stop loss consistent with statutory limits for 2020. Coverage from a private insurance company is maintained for losses in excess of the stop-loss amount. As of May 15, 2020 the City changed workers' compensation coverage providers. Under this new agreement,

the City is fully insured for all claims with the exception of sworn Police Officers and Fire Fighters medical claims. All claims handling procedures are performed by a third-party claims administrator. Incurred but not reported claims have been accrued as a liability based upon the claims administrator's estimate. Settled claims have not exceeded commercial coverage in any of the past three fiscal years. The estimated liability does not include any allocated or unallocated claims adjustment expense. The City purchases private insurance to include sworn Police Officers and Fire Fighters medical claims under a self-insured retention of \$750,000 for each accident. The accumulated reserve provision for such claims reflected a \$1,295,139 net position as of June 30, 2020. The City has also established a self-insurance plan for medical, prescription drug, and short-term disability. The accumulated reserve provision for such claims equaled \$4,012,974 as of June 30, 2020. All self-insured health plans are certified as actuarially sound and certificates of compliance have been filed with the State of Iowa.

*Bond Rating:* Moody's Investors Service affirmed the Aa3 rating on outstanding general obligation unlimited tax (GOULT) debt on October 2, 2020; a Aa3 rating on outstanding second lien sales tax increment debt that is ultimately backed by an unlimited property tax pledge; and an A2 rating on outstanding senior lien sales tax increment revenue bonds. The ratings incorporate the city's robust financial position, a large tax base, a healthy wealth and income profile, and a somewhat inflated debt and pension liabilities. On October 2, 2020, Moody's also affirmed the A2 rating on the water revenue debt. The A2 rating incorporates moderate income service area, robust liquidity, an affordable debt profile, but a small system size and marginal debt service coverage.

Moody's provides credit ratings and research covering debt instruments and securities. The purpose of Moody's ratings is to provide investors with a simple system to gauge future relative creditworthiness of securities. The firm uses nine rating classifications to designate least credit risk to greatest credit risk: Aaa, Aa, A, Baa, Ba, B, Caa, Ca, and C. Moody's appends numerical modifiers 1, 2, and 3 to each rating classification.

## **AWARDS AND ACKNOWLEDGEMENTS**

*Awards:* The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Dubuque, Iowa, for its Comprehensive Annual Financial Report for the fiscal year ended June 30, 2019. This was the 32<sup>nd</sup> consecutive year that the City has achieved this prestigious award. In order to be awarded a Certificate of Achievement, a government unit must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

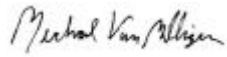
A Certificate of Achievement is valid for a period of one year only. We believe our current comprehensive annual financial report continues to meet the Certificate of Achievement program requirements, and we are submitting it to the GFOA to determine its eligibility for another certificate.

GFOA also awarded a Distinguished Budget Presentation Award to the City of Dubuque, Iowa, for its annual budget for the fiscal year ended June 30, 2021. In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as an operations guide, as a financial plan, and as a communications device. This was the 15<sup>th</sup> consecutive year that the City has achieved this prestigious award. This award is valid for a period of one year.

The City of Dubuque's investment policy was awarded the Certification of Excellence in July 2009 by the Association of Public Treasurers of the United States and Canada. The investment policy is reviewed every five years by the APT US&C. The investment policy was successfully recertified in 2016.

*Acknowledgments:* The preparation of this report could not be accomplished without the efficient and dedicated services of the entire Finance Department staff. We also thank the mayor and city council for their interest and support in planning and conducting the financial operations of the City of Dubuque in a responsible and progressive manner. We also thank the independent certified public accountants, Eide Bailly LLP, whose competent assistance and technical expertise have enabled the production of this report.

Sincerely,



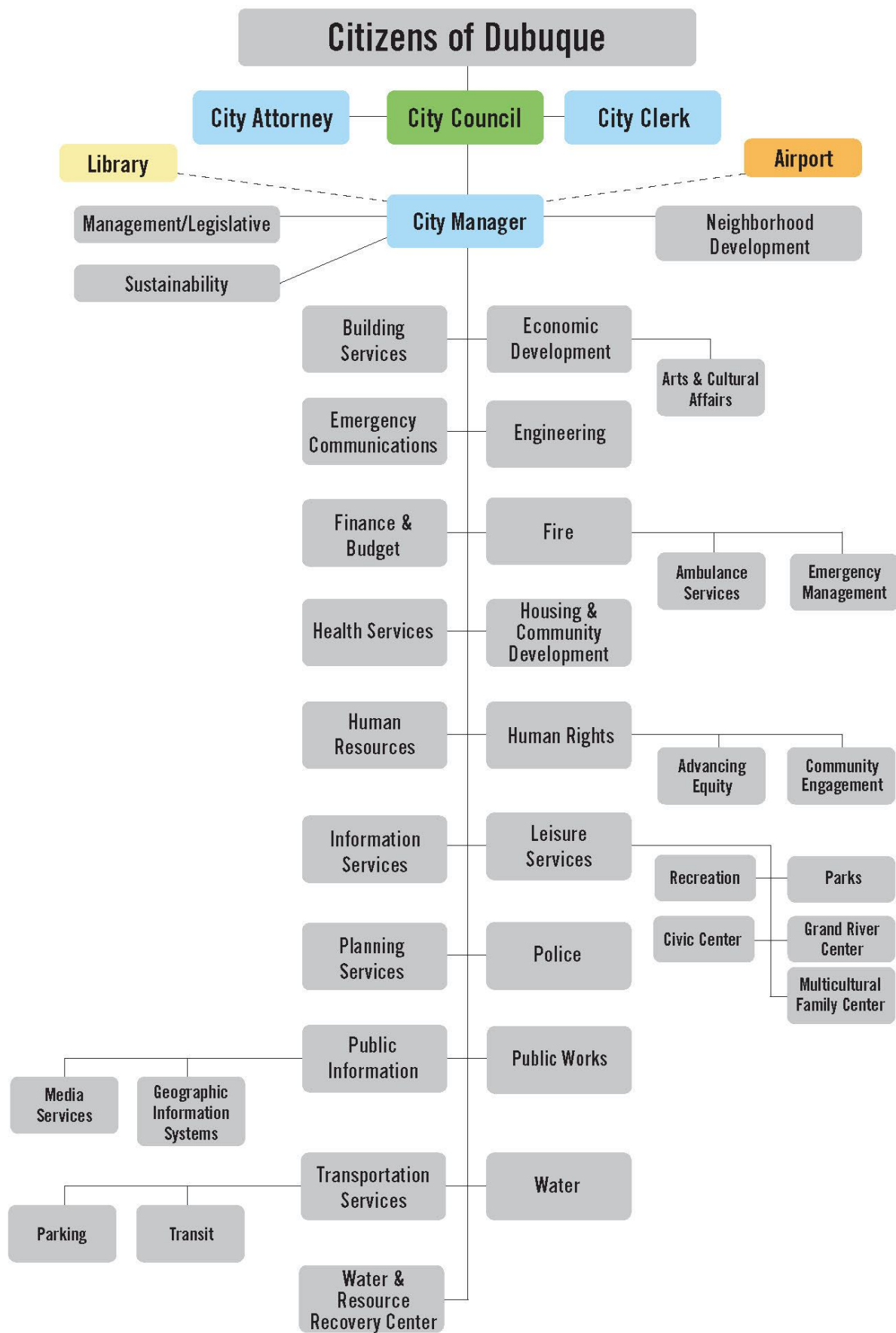
Michael C. Van Milligen  
City Manager



Jennifer M. Larson  
Director of Finance and Budget



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**Elected by the  
Citizens of Dubuque**

**Appointed by the  
City Council**

**Appointed by the  
Library Board of  
Trustees**

**Appointed by the  
Airport Commission**

**Appointed by the  
City Manager**

**CITY OF DUBUQUE, IOWA**  
**OFFICIALS**  
**JUNE 30, 2020**

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**CITY COUNCIL**

Roy D. Buol	Mayor
Ric W. Jones	Council Member – At Large
David T. Resnick	Council Member – At Large
Brett M. Shaw	Council Member – 1st Ward
Laura J. Roussell	Council Member – 2nd Ward
Danny Sprank	Council Member – 3rd Ward
Brad M. Cavanagh	Council Member – 4th Ward

**COUNCIL APPOINTED OFFICIALS**

Michael C. Van Milligen	City Manager
Barry A. Lindahl	Senior Counsel
Crenna M. Brumwell	City Attorney
Maureen A. Quann	Assistant City Attorney
Kevin S. Firnstahl	City Clerk

**DEPARTMENT MANAGERS**

Todd E. Dalsing	Airport Manager
Cori L. Burbach	Assistant City Manager/Acting Bldg Services Manager
Therese H. Goodman	Assistant City Manager
Gus N. Psihoyos	City Engineer
Jill M. Connors	Economic Development Director
Mark P. Murphy	Emergency Communications Manager
Jennifer M. Larson	Director of Finance and Budget
Rick A. Steines	Fire Chief
Mary Rose Corrigan	Health Services Manager
Alexis M. Steger	Housing and Community Development Manager
Shelley M. Stickfort	Human Resources Director
Kelly R. Larson	Human Rights Director
Christine A. Kohlmann	Information Services Manager
Marie L. Ware	Leisure Services Manager
Susan A. Henricks	Library Director
Jerelyn N. O'Connor	Neighborhood Development Specialist
Randy W. Gehl	Public Information Officer
John L. Klostermann	Public Works Director
Wally C. Wernimont	Planning Services Manager
Mark M. Dalsing	Police Chief
Gina S. Bell	Sustainable Community Coordinator
V. Renee Tyler	Transportation Services Director
Denise C. Blakeley Ihrig	Water Department Manager
William J. O'Brien	Water & Resource Recovery Center Manager



Government Finance Officers Association

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Presented to

**City of Dubuque  
Iowa**

For its Comprehensive Annual  
Financial Report  
For the Fiscal Year Ended

June 30, 2019

*Christopher P. Morrell*

Executive Director/CEO

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**Financial Section**  
**June 30, 2020**  
City of Dubuque, Iowa

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## Independent Auditor's Report

To the Honorable Mayor and  
Members of the City Council  
City of Dubuque, Iowa

### Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Dubuque, Iowa as of and for the year ended June 30, 2020 and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of Dubuque Initiatives and Subsidiaries, which represent 29 percent, 39 percent, and 18 percent, of the assets, net position, and revenues of the aggregate discretely presented component units. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for Dubuque Initiatives and Subsidiaries, is based on the report of the other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. The financial statements of Dubuque Initiatives and Subsidiaries and Dubuque Convention and Visitors Bureau, discretely presented component units, were not audited in accordance with *Government Auditing Standards*.



An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### **Opinions**

In our opinion, based on our audit report and the report of other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Dubuque, Iowa, as of June 30, 2020, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Other Matters**

#### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and the other required supplementary information listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquires of management about the methods or preparing the information and comparing the information for consistency with management's responses to our inquires, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

#### *Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Dubuque, Iowa's financial statements. The introductory section, combining nonmajor fund financial statements, and statistical section are presented for purposes of additional analysis and are not a required part of the financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and is also not a required part of the financial statements.

The combining nonmajor fund financial statements and the schedule of expenditures of federal awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining nonmajor fund financial statements and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued a report dated January 15, 2021, on our consideration of the City of Dubuque, Iowa's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

A handwritten signature in cursive script that reads "Erik Bailly LLP".

Dubuque, Iowa  
January 15, 2021

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# **CITY OF DUBUQUE, IOWA**

## **MANAGEMENT'S DISCUSSION AND ANALYSIS**

### **FOR THE YEAR ENDED JUNE 30, 2020**

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This section of the City of Dubuque's annual financial report presents our discussion and analysis of the City's financial performance during the fiscal year that ended on June 30, 2020. Please read it in conjunction with the transmittal letter at the front of this report and the City's financial statements found in the next section of this report.

#### **FINANCIAL HIGHLIGHTS**

- The net position of the City of Dubuque increased to \$590,242,775 compared to net position of \$571,955,020 for fiscal year 2019.
- Governmental program revenues decreased by \$3,382,631 from fiscal year 2019. This decrease was due largely in part to a significant decrease in grant revenues in community and economic development in relation to the HUD Resiliency grant.
- The City's business type activities program revenues increased \$1,438,132. Charges for services increased \$192,744. Water (5%), sewer (4.5%), stormwater (6.83%), and refuse (1.63%) rates were increased in fiscal year 2020. The Stormwater Fund had a \$4,445,637 State of Iowa Flood Mitigation grant (Sales Tax Increment) for the Bee Branch Creek Restoration project. There were \$88,955 capital contributions from outside developers for completed subdivisions. Capital contributions received from governmental funds were \$7,849,493 and are shown in the transfers line and are detailed out in Note 5.
- Program expenses of the City's governmental activities increased approximately 6.0%, or \$5,600,405 from fiscal year 2019 to fiscal year 2020. The increase was seen in public safety, public works, community and economic development and general government, which is due to an increase in expenditures related to pension liability accrual.

#### **OVERVIEW OF THE FINANCIAL STATEMENTS**

The City's basic financial statements consist of government-wide financial statements, fund financial statements, and notes to the financial statements. This discussion and analysis is intended to serve as an introduction to the basic financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

##### **Government-wide Financial Statements**

The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to private-sector business. The paragraphs below provide a brief description of the government-wide financial statements.

The statement of net position presents information on all of the City's assets, deferred outflows, liabilities, and deferred inflows, with the difference between assets plus deferred outflows, and liabilities plus deferred inflows reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating. To assess the overall health of the City, you need to consider additional non-financial factors such as changes in the City's property tax base and the condition of the City's infrastructure.

# **CITY OF DUBUQUE, IOWA**

## **MANAGEMENT'S DISCUSSION AND ANALYSIS**

### **FOR THE YEAR ENDED JUNE 30, 2020**

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The statement of activities presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods such as uncollected taxes and earned but unused sick and vacation leave.

The government-wide financial statements include not only the City itself (known as the primary government), but also three other legally separate entities (known as component units), the Dubuque Metropolitan Area Solid Waste Agency (DMASWA), Dubuque Initiatives (DI) and Subsidiaries, and the Dubuque Convention and Visitors Bureau (CVB) for which the City of Dubuque is considered financially accountable. Financial information for DMASWA, DI, and CVB are reported separately from the financial information presented for the primary government. The Dubuque Metropolitan Area Solid Waste Agency, Dubuque Initiatives and Subsidiaries, and Dubuque Convention and Visitors Bureau issue separate financial statements. Dubuque Initiatives and Subsidiaries' financial statements are prepared on a calendar year basis while the Dubuque Metropolitan Area Solid Waste Agency's and Dubuque Convention and Visitors Bureau's financial statements are prepared on the same fiscal year basis as the City of Dubuque.

The government-wide financial statements are divided into two categories:

***Governmental activities.*** This category consists of services provided by the City that are principally supported by taxes and intergovernmental revenues. Basic City services such as police, fire, public works, planning, parks, library, and general administration are governmental activities.

***Business-type activities.*** These activities are supported primarily by user fees. The services provided by the City in this category include water, sewer, storm water, refuse, salt, parking, transit and the America's River Project.

#### **Fund Financial Statements**

A fund is a group of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City uses fund accounting to ensure and demonstrate compliance with legal requirements for financial transactions and reporting. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

***Governmental funds.*** Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financial requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the City's near-term financial decisions. Both the governmental fund balance sheet and governmental fund statement of revenues, expenditures, and changes in fund balances are followed by a reconciliation to facilitate this comparison between governmental funds and governmental activities.

**CITY OF DUBUQUE, IOWA**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**FOR THE YEAR ENDED JUNE 30, 2020**

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The City maintains four individual major governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, tax increment financing fund, community development fund and debt service fund, all of which are considered to be major funds. Data from all other governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of combining statements elsewhere in this report.

The City legally adopts an annual budget by function. A budgetary comparison schedule has been provided.

***Proprietary funds.*** The City maintains two different types of proprietary funds. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses enterprise funds to account for its sewer, water, storm water, and refuse utilities, transit service, parking facilities, salt, and America's River Project. Internal service funds are accounting devices used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for its engineering services, garage services, stores/printing, health insurance, and workers' compensation. The City's internal service funds predominately benefit the governmental activities and have been included in the governmental activities in the government-wide financial statements.

***Fiduciary funds.*** Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds. The City has three fiduciary funds, an agency fund reporting resources held for the Dubuque Racing Association for improvements at the greyhound racing facility, an agency fund used for reporting resources from Mediacom for purchasing equipment relevant to public, educational, and governmental (PEG) access broadcasting and an agency fund used for reporting resources held for the decommissioning of the prior Flexsteel site.

***Notes to the financial statements.*** The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

***Required supplementary information.*** In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the budget and actual results of the City, the City's proportionate share of the net pension liability and related contributions for both of the City's pension plans, and the schedule of changes in total OPEB liability.

***Other information.*** The combining statements referred to earlier in connection with nonmajor governmental funds, nonmajor enterprise funds, internal service funds, and agency funds, are presented immediately following the required supplementary information.

**CITY OF DUBUQUE, IOWA**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**FOR THE YEAR ENDED JUNE 30, 2020**

**GOVERNMENT-WIDE FINANCIAL ANALYSIS**

**Net position.** As noted earlier, net position may serve as a useful indicator of a government's financial position when observed over time. The analysis that follows focuses on the change in net position for the governmental and business-type activities.

The largest part of the City's net position reflects its net investment in capital assets such as land, buildings, infrastructure, machinery, and equipment less any related debt used to acquire those assets that is still outstanding. The debt related to the investment in capital assets is liquidated with resources other than capital assets. Restricted net position represents resources subject to external restrictions, constitutional provisions or enabling legislation on how they can be used. Unrestricted net position is the part of net position that can be used to finance day-to-day operations without constraints established by debt covenants, legislation, or other legal requirements.

**CITY OF DUBUQUE'S NET POSITION**

	Governmental Activities		Business-type Activities		Total	
	2020	2019	2020	2019	2020	2019
Current and other assets	\$ 106,111,268	\$ 106,778,226	\$ 44,069,688	\$ 40,258,747	\$ 150,180,956	\$ 147,036,973
Capital assets	419,863,419	420,219,770	368,493,789	351,502,432	788,357,208	771,722,202
Total assets	525,974,687	526,997,996	412,563,477	391,761,179	938,538,164	918,759,175
Deferred outflows of resources	11,802,331	12,964,250	1,223,366	1,486,850	13,025,697	14,451,100
Long-term liabilities	114,917,444	119,522,431	184,282,392	184,920,514	299,199,836	304,442,945
Other liabilities	14,164,454	15,275,931	16,131,621	12,499,475	30,296,075	27,775,406
Total liabilities	129,081,898	134,798,362	200,414,013	197,419,989	329,495,911	332,218,351
Deferred inflows of resources	30,834,711	28,519,375	990,464	517,529	31,825,175	29,036,904
Net position:						
Net investment in capital assets	387,344,725	385,005,220	191,757,112	179,561,228	579,101,837	564,566,448
Restricted	26,501,434	28,321,603	3,187,364	3,131,716	29,688,798	31,453,319
Unrestricted	(35,985,750)	(36,682,314)	17,437,890	12,617,567	(18,547,860)	(24,064,747)
Total net position	\$ 377,860,409	\$ 376,644,509	\$ 212,382,366	\$ 195,310,511	\$ 590,242,775	\$ 571,955,020

Net position of the governmental activities increased \$1,215,900 over fiscal year 2019 balance of \$376,644,509. Governmental activities had no capital assets donated from developers. Overall grant revenues decreased by \$4,311,880. This was primarily due to the public works grant for the HUD Resiliency grant.

**CITY OF DUBUQUE, IOWA**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**FOR THE YEAR ENDED JUNE 30, 2020**

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Net position for the business-type activities increased \$17,071,855 over fiscal year 2019 of \$195,310,511. Charges for services increased \$192,744. Grants increased \$1,245,388. The increase in net position is primarily due to transfers of capital assets from governmental funds of \$7,849,493.

A portion of the City's net position \$29,688,798 or 5.0% represents resources that are subject to external restrictions on how they may be used.

At the close of fiscal year 2020, the City has negative total unrestricted net position. The government-wide negative unrestricted results from TIF (governmental activities) debt being used to finance capital assets of the business-type activities, along with \$50,125,551 in pension liability and \$5,882,693 in OPEB Liability.

***Governmental activities.*** Taxes are the largest source of governmental revenues with property taxes of \$38,354,691 in 2020. Other governmental revenues included gaming \$7,394,294, local option sales taxes \$9,652,332, and charges for services \$17,067,410.

Governmental operating expenses during 2020 totaled \$99,601,046. The largest programs were public safety of \$32,079,903, public works of \$22,667,132, community and economic development of \$17,848,570, and culture and recreation of \$13,576,571.

***Business-type activities.*** Operating revenue increased \$100,971. Operating expenses decreased from \$34,100,914 in 2019 to \$33,312,066 in 2020. The decrease was primarily in supplies and services and insurance expenses. Nonoperating expenses consist of interest expense of \$4,641,707. Investment earnings decreased from \$798,497 in 2019 to \$796,494 in 2020.



**CITY OF DUBUQUE, IOWA**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**FOR THE YEAR ENDED JUNE 30, 2020**

**CITY OF DUBUQUE**  
**CONDENSED STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION**

	Governmental Activities		Business-type Activities		Total	
	2020	2019	2020	2019	2020	2019
Revenues:						
Program revenues						
Charges for services	\$ 17,067,410	\$ 16,138,161	\$ 34,451,197	\$ 34,258,453	\$ 51,518,607	\$ 50,396,614
Operating grants and contributions	14,484,320	23,198,271	2,967,619	1,917,366	17,451,939	25,115,637
Capital grants and contributions	15,450,271	11,048,200	6,410,594	6,215,459	21,860,865	17,263,659
General revenues						
Property taxes	38,354,691	37,973,888	-	-	38,354,691	37,973,888
Local option sales tax	9,652,332	8,940,109	-	-	9,652,332	8,940,109
Hotel/motel tax	2,117,506	2,113,273	-	-	2,117,506	2,113,273
Utility franchise fees	4,976,472	5,072,350	-	-	4,976,472	5,072,350
Gaming	7,394,294	8,730,986	-	-	7,394,294	8,730,986
Unrestricted investment earnings	1,857,420	1,858,476	796,494	798,497	2,653,914	2,656,973
Gain on sale of capital assets	23,866	94,980	16,500	80,479	40,366	175,459
Total revenues	111,378,582	115,168,694	44,642,404	43,270,254	156,020,986	158,438,948
Expenses:						
Public safety	32,079,903	29,637,417	-	-	32,079,903	29,637,417
Public works	22,667,132	24,835,035	-	-	22,667,132	24,835,035
Health and social services	1,677,181	1,442,658	-	-	1,677,181	1,442,658
Culture and recreation	13,576,571	12,916,646	-	-	13,576,571	12,916,646
Community and economic development	17,848,570	15,837,039	-	-	17,848,570	15,837,039
General government	8,821,692	5,944,116	-	-	8,821,692	5,944,116
Interest on long-term debt	2,929,997	3,387,730	-	-	2,929,997	3,387,730
Sewage disposal works	-	-	11,725,889	12,177,352	11,725,889	12,177,352
Water utility	-	-	7,631,411	7,892,423	7,631,411	7,892,423
Stormwater utility	-	-	5,887,171	7,025,525	5,887,171	7,025,525
Parking facilities	-	-	3,414,851	2,850,531	3,414,851	2,850,531
America's River Project	-	-	3,161	19,874	3,161	19,874
Refuse collection	-	-	4,387,683	4,215,881	4,387,683	4,215,881
Transit system	-	-	4,748,463	4,533,060	4,748,463	4,533,060
Salt	-	-	333,556	182,092	333,556	182,092
Total expenses	99,601,046	94,000,641	38,132,185	38,896,738	137,733,231	132,897,379
Increase in net position before	11,777,536	21,168,053	6,510,219	4,373,516	18,287,755	25,541,569
Transfers	(10,561,636)	(8,981,064)	10,561,636	8,981,064	-	-
Increase in net position	1,215,900	12,186,989	17,071,855	13,354,580	18,287,755	25,541,569
Net position, beginning	376,644,509	364,457,520	195,310,511	181,955,931	571,955,020	546,413,451
Net position, ending	\$ 377,860,409	\$ 376,644,509	\$ 212,382,366	\$ 195,310,511	\$ 590,242,775	\$ 571,955,020

# **CITY OF DUBUQUE, IOWA**

## **MANAGEMENT'S DISCUSSION AND ANALYSIS**

### **FOR THE YEAR ENDED JUNE 30, 2020**

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**Governmental funds.** The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements.

The City's governmental funds reported a combined fund balance of \$61,287,244 at June 30, 2020. \$6,106,661 is in nonspendable for inventory, receivables, and prepaid items. \$69,412 is nonspendable endowment corpus. \$30,467,092 is restricted for debt service and bond ordinance, road use tax funds, capital improvements, community development programs, employee benefits, endowments, and various grants. Council ordinance has committed \$5,823,218 for capital improvements. \$1,396,196 is assigned for capital improvements and equipment. This leaves \$17,424,665 for unassigned fund balances in the government funds.

The General Fund's fund balance reserve goal is 20% of revenues. The fund balance of the General Fund increased by \$575,150 to \$26,889,718. Gaming revenues decreased by \$1,314,408 or 15.1% in fiscal year 2020. Charges for Services decreased \$1,630,542 coupled with an increase in taxes and a decrease investment earnings. General Fund expenditures increased from \$59,398,698 in 2019 to \$60,501,091 in 2020. The \$1,102,393 increase was primarily in the general government function of \$835,611, but increases were also in the public safety, culture and recreation, and community and economic development functions.

The fund balance of special revenue fund Tax Increment Financing increased by \$387,791 to \$9,549,523. Tax revenues increased by \$357,275 due to expansions and new businesses added in Dubuque Industrial Center West. Tax Increment Financing expenditures decreased \$165,712.

The fund balance of the special revenue Community Development Fund decreased by \$1,662,232 to \$5,600,261. Intergovernmental revenue decreased from \$11,277,705 in 2019 to \$10,666,574 in 2020 primarily for HUD Resiliency grant.

The Debt Service Fund paid \$7,065,499 in principal and \$2,985,797 in interest and fiscal charges during fiscal year 2020.

**Proprietary funds.** The City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

The combined net position of the enterprise funds at June 30, 2020, totaled \$212,382,366 of which the unrestricted is \$17,437,890.

The Sewer Fund had an increase of \$947,264 for total net position of \$30,413,588. Operating expenses decreased \$355,074 primarily for employee expense and supplies and services. The Sewer Fund operating income from operations was \$2,534,554.

The Water Utility had an increase in net position by \$2,692,669 for total net position of \$34,051,168. Water rates were increased 5% in 2020.

The Storm Water Utility had an increase in net position of \$12,713,362. Ending net position is \$82,775,919. Storm Water Utility had capital contributions of \$12,343,834 which consisted of a capital grant \$4,688,744 and contribution of assets from governmental funds \$7,655,090.

**CITY OF DUBUQUE, IOWA**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**FOR THE YEAR ENDED JUNE 30, 2020**

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The Parking Facilities had a decrease in net position of \$886,870. Ending net position is \$47,185,335. Operating income decreased \$752,774. Parking Facilities had operating loss of \$889,279 after depreciation of \$1,173,158 for fiscal year 2020.

Other Enterprise Funds net position increased by \$1,605,430 to \$17,956,356. This was primarily due to Transit's increase of \$1,488,302 in net position.

**BUDGETARY HIGHLIGHTS**

There were three amendments to the City's 2019-2020 cash basis budget. The first amendment was passed in September 2019 to reflect operating and capital budget carryovers (continuing appropriation authority) from fiscal year 2019 and amended the fiscal year 2020 budget for operating and capital City Council actions since the beginning of the fiscal year. The second budget amendment was passed in November 2019 to reflect City Council actions since the second budget amendment and amendments to add additional appropriation authority due to increased revenues. The third budget amendment was passed in May 2020 to reflect budget cuts related to revenue losses caused by the pandemic.

The final budget for total cash basis receipts increased by \$56,806,013. The increase was primarily attributable to revenue associated with capital projects and operating carryovers which mainly include grants to intergovernmental funds. The final budget for total expenditures increased \$78,920,118 from the original budget. The increase was primarily attributable to purchase order encumbrances carryover, capital projects, and operating carryovers from the prior year and expenditures associated with new grants received.

Actual cash basis revenues were \$69,686,594 less than the final amended budget; and, cash basis expenditures were \$95,933,410 less than the final amended budget due primarily to projected capital projects not completed by fiscal year end.

**CITY OF DUBUQUE, IOWA**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**FOR THE YEAR ENDED JUNE 30, 2020**

**CAPITAL ASSETS AND DEBT ADMINISTRATION**

**Capital assets.** The City's investment in capital assets for its governmental and business-type activities as of June 30, 2020, amounts to \$788,357,208 (net of accumulated depreciation). This investment in capital assets includes land, buildings, improvements other than buildings, machinery and equipment, infrastructure, and construction in progress. Additional information on the City's assets can be found in Note 6 to the financial statements in this report.

**CAPITAL ASSETS (net of accumulated depreciation)**

	Governmental Activities		Business-type Activities		Total	
	2020	2019	2020	2019	2020	2019
Land	\$ 79,331,528	\$ 78,777,621	\$ 24,793,823	\$ 24,805,263	\$ 104,125,351	\$ 103,582,884
Buildings	139,555,836	141,858,066	159,240,025	159,586,137	298,795,861	301,444,203
Improvements other than buildings	24,726,686	25,455,654	178,550,296	177,818,388	203,276,982	203,274,042
Machinery and equipment	52,381,639	51,673,620	115,073,585	113,861,028	167,455,224	165,534,648
Infrastructure	239,440,411	236,909,111	-	-	239,440,411	236,909,111
Construction in progress	59,256,754	56,019,935	34,113,325	11,853,774	93,370,079	67,873,709
Accumulated depreciation	(174,829,435)	(170,474,237)	(143,277,265)	(136,422,158)	(318,106,700)	(306,896,395)
	<u>\$ 419,863,419</u>	<u>\$ 420,219,770</u>	<u>\$ 368,493,789</u>	<u>\$ 351,502,432</u>	<u>\$ 788,357,208</u>	<u>\$ 771,722,202</u>

Major expenditures during 2019-2020 were for the construction work on stormwater Bee Branch Creek Restoration, Transit bus replacements, Kerper sanitary reconstruction, and water main replacements.

**Long-term debt.** At year end, the City had \$252,847,074 of debt outstanding. During fiscal year 2020, the City issued \$4,240,000 of general obligation bonds, which was used for refunding. The City refunded \$4,370,000 of general obligation bonds. The refunding was undertaken to reduce total debt service payments. The results of the transaction is a reduction of \$193,675 in future debt service payments for an economic gain of \$167,292.

Revenue capital loan notes have been issued for the planning and construction of sewer, stormwater, and water capital projects through the State of Iowa State Revolving Loan Funds (SRF). The City issued an additional \$10,478,152 of SRF debt in 2020 including \$5,000 for green alley projects reducing stormwater run off, \$5,000 for Upper Bee Branch Stormwater improvements, \$31,678 for Eagle Point Park ecological restoration, \$80,137 for the Catfish Creek stabilization project, \$1,120,000 for CIWA purchase, \$866,260 for Kerper sewer project, \$2,400,024 for Roosevelt tower, and \$5,970,053 for upper Bee Branch culverts. The City has pledged income derived from the acquired or constructed assets to pay debt service.

The City continues to operate under the State debt capacity limitations. The State limits the amount of general obligation debt outstanding to 5% of the assessed value of all taxable property in the community. Thus the City's debt capacity is \$239,298,248. With \$109,020,970 of debt applicable against the capacity, the City is utilizing 45.56% of this limit. Additional information on the City's long-term debt can be found in Note 7 of this report.

# **CITY OF DUBUQUE, IOWA**

## **MANAGEMENT'S DISCUSSION AND ANALYSIS**

### **FOR THE YEAR ENDED JUNE 30, 2020**

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#### **ECONOMIC FACTORS**

The City's unemployment rate as of November, 2020 was 3.3%, up from 2.3% in November, 2019. The national average was 6.7% for November 2020, according to the Bureau of Labor Statistics. State of Iowa was 3.6% as reported in November, 2020.

The assessed valuation of taxable property, net of exemptions, increased by 2.45% to \$2,825,245,000. In fiscal year 2020, the minimum monthly refuse rate increased from \$15.37 to \$15.62, sewer rate increased 4.5%, water rates increased 5%, and the storm water monthly fee increased from \$7.76 to \$8.29 per single family unit (SFU).

**Impacts of the COVID-19 Pandemic.** In mid-March of 2020, the Governor of Iowa ordered all food and beverage facilities to suspend their indoor food and beverage services, and other non-essential businesses were mandated to be closed to the public in an effort to reduce the spread of the coronavirus. The City continued to provide essential services to the public, but City facilities were closed to the public.

The City Council adopted a revised budget recommendation for fiscal year 2021 to include a course of action to help mitigate the financial burden of COVID-19, which included: 1) administratively initiated a hiring freeze on most positions that are vacant or become vacant in Fiscal Year 2021, 2) froze all travel budgets (conferences, education and training, and city business travel), 3) delayed some equipment replacements, 4) froze all capital projects unless the project was already under contract, had a grant associated, was part of an agreement, or addressed health and safety, 5) no wage increase for non-bargaining and bargaining unit employees in Fiscal Year 2021, 6) formed multiple employee work groups to assist with the quarterly review of projections, and 7) departments were required to develop budget reduction plans.

At the end of fiscal year 2020, there were reductions in revenues as projected. Significant General Fund revenue reductions were in hotel/motel taxes, gaming revenue, construction permits, inspection fees, and Parks and Recreation facility usage and program fees. These reductions, however, were offset by expenditure reductions in most departments. While a decrease in General Fund balance was anticipated due to the revenue reductions, the City was able to maintain the unreserved General Fund balance at the same approximate level as budgeted. Due to the team effort of the City Council and City staff, as well as the recovering economy and CARES (Coronavirus Aid, Relief, and Economic Security) Act funding, the financial impacts of COVID-19 have not been as significant as originally projected for fiscal year 2020. There are still however, revenue concerns going forward. City Council and City staff plan to use caution going forward in fiscal year 2021 due to the uncertainty of these revenues as well as the economy.

**Requests for information.** This financial report is designed to provide a general overview of the City's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Director of Finance and Budget, 50 West 13th Street, Dubuque, Iowa 52001-4864.

**Basic Financial Statements**  
**Fiscal Year Ended June 30, 2020**  
**City of Dubuque, Iowa**

**CITY OF DUBUQUE, IOWA**  
**STATEMENT OF NET POSITION**  
**JUNE 30, 2020**

	Primary Government			Component Units		
	Governmental Activities	Business-type Activities	Total	Dubuque Metropolitan Area Solid Waste Agency	Dubuque Initiatives and Subsidiaries	Dubuque Convention and Visitors Bureau
<b>ASSETS</b>						
<b>CURRENT ASSETS</b>						
Cash and pooled cash investments	\$ 48,697,058	\$ 29,487,015	\$ 78,184,073	\$ 7,962,484	\$ 10,976,497	\$ 112,376
Receivables						
Property tax						
Delinquent	1,096,305	-	1,096,305	-	-	-
Succeeding year	26,202,568	-	26,202,568	-	-	-
Accounts and other	2,729,268	3,834,133	6,563,401	530,045	27,373	28,384
Special assessments	426,964	-	426,964	-	-	-
Accrued interest	222,616	102,339	324,955	50,993	-	-
Notes	2,465,755	-	2,465,755	-	47,065	-
Intergovernmental	7,101,310	4,032,439	11,133,749	19,123	-	-
Inventories	1,559,798	1,034,062	2,593,860	-	133,347	9,041
Prepaid items	655,592	100,881	756,473	28,634	-	-
Total Current Assets	91,157,234	38,590,869	129,748,103	8,591,279	11,184,282	149,801
<b>NONCURRENT ASSETS</b>						
Expendable restricted cash and investments	7,083,640	5,478,819	12,562,459	5,361,267	1,420,609	235,587
Nonexpendable restricted cash and investments	69,412	-	69,412	-	-	-
Notes receivable	7,800,982	-	7,800,982	-	105,267	-
Capital assets						
Land	79,331,529	24,793,823	104,125,352	2,737,804	-	-
Buildings	139,555,836	159,240,025	298,795,861	386,779	-	265,111
Improvements other than buildings	24,726,686	178,550,296	203,276,982	15,903,557	-	27,491
Machinery and equipment	52,381,639	115,073,585	167,455,224	3,990,168	-	105,385
Infrastructure	239,440,410	-	239,440,410	-	-	-
Construction in progress	59,256,755	34,113,325	93,370,080	3,295,599	-	-
Accumulated depreciation	(174,829,436)	(143,277,265)	(318,106,701)	(9,427,780)	-	(126,925)
Total Noncurrent Assets	434,817,453	373,972,608	808,790,061	22,247,394	1,525,876	506,649
Total Assets	525,974,687	412,563,477	938,538,164	30,838,673	12,710,158	656,450
<b>DEFERRED OUTFLOWS OF RESOURCES</b>						
Pension related deferred outflows	11,587,791	1,178,292	12,766,083	115,931	-	-
OPEB related deferred outflows	214,540	45,074	259,614	4,945	-	-
Total Deferred Outflows of Resources	11,802,331	1,223,366	13,025,697	120,876	-	-

**CITY OF DUBUQUE, IOWA**  
**STATEMENT OF NET POSITION (continued)**  
**JUNE 30, 2020**

**EXHIBIT 1 (continued)**

	Primary Government			Component Units		
	Governmental Activities	Business-type Activities	Total	Dubuque Metropolitan Area Solid Waste Agency	Dubuque Initiatives and Subsidiaries	Dubuque Convention and Visitors Bureau
<b>LIABILITIES</b>						
<b>CURRENT LIABILITIES</b>						
Accounts payable	\$ 5,467,057	\$ 4,956,180	\$ 10,423,237	\$ 391,015	\$ 49,286	\$ 255,583
Accrued payroll	1,851,383	339,195	2,190,578	31,675	-	23,038
Loans payable	251,865	1,063,545	1,315,410	-	-	7,367
Notes payable	91,860	6,094,000	6,185,860	-	-	-
General obligation bonds payable	4,578,192	2,916,809	7,495,001	425,000	-	-
Revenue bonds payable	-	340,000	340,000	-	-	-
Tax increment financing bonds payable	590,000	-	590,000	-	-	-
Accrued compensated absences	404,373	60,060	464,433	1,139	-	-
Accrued interest payable	229,223	361,832	591,055	19,863	3,235	-
Intergovernmental payable	8,141	-	8,141	98,251	-	-
Unearned revenue	692,360	-	692,360	-	-	2,254
Total Current Liabilities	14,164,454	16,131,621	30,296,075	966,943	52,521	288,242
<b>NONCURRENT LIABILITIES</b>						
Loans payable	3,647,429	1,088,786	4,736,215	-	-	10,783
Notes payable	-	110,871,647	110,871,647	-	-	-
General obligation bonds payable	37,407,321	33,304,047	70,711,368	7,699,672	-	-
Revenue bonds payable	-	32,366,267	32,366,267	-	-	-
Landfill closure and postclosure care	-	-	-	1,981,708	-	-
Tax increment financing bonds payable	18,235,306	-	18,235,306	-	-	-
Accrued compensated absences	5,611,886	658,903	6,270,789	211,858	-	-
Net pension liability	45,154,154	4,971,397	50,125,551	489,134	-	-
Total OPEB liability	4,861,348	1,021,345	5,882,693	112,052	-	-
Total Noncurrent Liabilities	114,917,444	184,282,392	299,199,836	10,494,424	-	10,783
Total Liabilities	129,081,898	200,414,013	329,495,911	11,461,367	52,521	299,025
<b>DEFERRED INFLOWS OF RESOURCES</b>						
Pension related deferred inflows	4,099,839	868,017	4,967,856	85,405	-	-
OPEB related deferred inflows	277,024	58,203	335,227	6,385	-	-
Succeeding year property tax	26,202,568	-	26,202,568	-	-	-
Deferred amount on refunding	255,280	64,244	319,524	-	-	-
Total deferred inflows of resources	30,834,711	990,464	31,825,175	91,790	-	-
<b>NET POSITION</b>						
Net investment in capital assets	387,344,725	191,757,112	579,101,837	9,107,248	-	271,062
Restricted for/by:						
Bond ordinance development agreement	2,140,740	3,187,364	5,328,104	-	-	-
Debt service	5,055	-	5,055	-	-	-
Employee benefits	57,032	-	57,032	-	-	-
Community development	8,776,446	-	8,776,446	-	-	-
Iowa Finance Authority Trust	1,235,968	-	1,235,968	-	-	-
Capital projects	12,157,094	-	12,157,094	-	-	-
Franchise agreement	618,857	-	618,857	-	-	-
Endowments, expendable	104,586	-	104,586	-	-	-
Endowments, nonexpendable	69,412	-	69,412	-	-	-
Other	1,336,244	-	1,336,244	-	-	-
State statute	-	-	-	130,309	-	-
Landfill closure and post closure care	-	-	-	2,903,459	-	-
Minority interest	-	-	-	1,649,240	-	-
Unrestricted	(35,985,750)	17,437,890	(18,547,860)	5,616,136	12,657,637	86,363
Total Net Position	\$ 377,860,409	\$ 212,382,366	\$ 590,242,775	\$ 19,406,392	\$ 12,657,637	\$ 357,425

See notes to financial statements.



**CITY OF DUBUQUE, IOWA  
STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED JUNE 30, 2020**

**EXHIBIT 2**

Functions/Programs	Program Revenues					Net (Expense) Revenue and Changes in Net Position			Component Units		
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Total Program Revenues	Primary Government			Dubuque Metropolitan Area Solid Waste Agency	Dubuque Initiatives and Subsidiaries	Dubuque Convention and Visitors Bureau
						Governmental Activities	Business-type Activities	Total			
<b>Primary government</b>											
Governmental Activities:											
Public safety	\$ 32,079,903	\$ 2,641,633	\$ 1,267,198	\$ -	\$ 3,908,831	\$ (28,171,072)	\$ -	\$ (28,171,072)			
Public works	22,667,132	6,732,825	5,063,878	13,352,469	25,149,172	2,482,040	-	2,482,040			
Health and social services	1,677,181	386,885	11,339	725	398,949	(1,278,232)	-	(1,278,232)			
Culture and recreation	13,576,571	2,237,000	494,976	460	2,732,436	(10,844,135)	-	(10,844,135)			
Community and economic development	17,848,570	2,515,823	7,646,929	1,659,370	11,822,122	(6,026,448)	-	(6,026,448)			
General government	8,821,692	2,553,244	-	437,247	2,990,491	(5,831,201)	-	(5,831,201)			
Interest on long-term debt	2,929,997	-	-	-	-	(2,929,997)	-	(2,929,997)			
Total governmental activities	99,601,046	17,067,410	14,484,320	15,450,271	47,002,001	(52,599,045)	-	(52,599,045)			
Business-type activities											
Sewage disposal works	11,725,889	12,606,632	-	69,575	12,676,207	-	950,318	950,318			
Water utility	7,631,411	9,273,720	-	19,380	9,293,100	-	1,661,689	1,661,689			
Stormwater utility	5,887,171	5,061,855	380,606	4,688,744	10,131,205	-	4,244,034	4,244,034			
Parking facilities	3,414,851	2,313,344	79,942	-	2,393,286	-	(1,021,565)	(1,021,565)			
America's River Project	3,161	-	-	-	-	-	(3,161)	(3,161)			
Refuse collection	4,387,683	4,448,317	-	-	4,448,317	-	60,634	60,634			
Transit system	4,748,463	400,576	2,507,071	1,632,895	4,540,542	-	(207,921)	(207,921)			
Salt	333,556	346,753	-	-	346,753	-	13,197	13,197			
Total business-type activities	38,132,185	34,451,197	2,967,619	6,410,594	43,829,410	-	5,697,225	5,697,225			
Total primary government	\$ 137,733,231	\$ 51,518,607	\$ 17,451,939	\$ 21,860,865	\$ 90,831,411	\$ (52,599,045)	\$ 5,697,225	\$ (46,901,820)			
<b>Component units</b>											
Dubuque Metropolitan Area Solid Waste Agency	\$ 2,852,380	\$ 6,915,660	\$ 76,101	\$ -	\$ 6,991,761				\$ 4,139,381	\$ -	\$ -
Dubuque Initiatives and Subsidiaries	101,790	-	-	-	-				-	(101,790)	-
Dubuque Convention and Visitors Bureau	1,455,694	1,554,348	123,000	-	1,677,348				-	-	221,654
Total Component Units	\$ 4,409,864	\$ 8,470,008	\$ 199,101	\$ -	\$ 8,669,109				4,139,381	(101,790)	221,654
General revenues											
Property taxes						38,354,691	-	38,354,691	-	-	-
Local option sales tax						9,652,332	-	9,652,332	-	-	-
Hotel motel tax						2,117,506	-	2,117,506	-	-	-
Utility franchise fees						4,976,472	-	4,976,472	-	-	-
Gaming						7,394,294	-	7,394,294	-	-	-
Unrestricted investment earnings						1,857,420	796,494	2,653,914	213,772	13,409	313
Miscellaneous						-	-	-	-	1,914,655	-
Gain on disposal of capital assets						23,866	16,500	40,366	-	-	-
Transfers						(10,561,636)	10,561,636	-	-	-	-
Total general revenues and transfers						53,814,945	11,374,630	65,189,575	213,772	1,928,064	313
Change in Net Position						1,215,900	17,071,855	18,287,755	4,353,153	1,826,274	221,967
Net position, beginning of year						376,644,509	195,310,511	571,955,020	15,053,239	10,831,363	135,458
Net position, ending of year						\$ 377,860,409	\$ 212,382,366	\$ 590,242,775	\$ 19,406,392	\$ 12,657,637	\$ 357,425

See notes to financial statements

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**CITY OF DUBUQUE, IOWA**  
**BALANCE SHEET**  
**GOVERNMENTAL FUNDS**  
**JUNE 30, 2020**

**EXHIBIT 3**

		Special Revenue	
	General	Tax Increment Financing	Community Development
<b>ASSETS</b>			
Cash and pooled cash investments	\$ 21,203,339	\$ 6,147,527	\$ 1,797,978
Receivables			
Property tax			
Delinquent	667,139	319,783	-
Succeeding year	22,891,980	-	-
Accounts and other	2,043,708	188,044	-
Special assessments	19,344	-	-
Accrued interest	112,645	54,071	12,229
Notes	4,536,665	289,800	3,886,725
Intergovernmental	1,197,287	-	2,547,762
Due from other funds	456,550	-	-
Inventories	196,531	-	395,828
Prepaid items	412,362	-	21,196
Restricted cash and pooled cash investments	220,741	2,634,920	-
Total Assets	<u>\$ 53,958,291</u>	<u>\$ 9,634,145</u>	<u>\$ 8,661,718</u>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>			
<b>LIABILITIES</b>			
Accounts payable	\$ 1,407,099	\$ 84,622	\$ 613,758
Accrued payroll	1,674,452	-	26,574
Intergovernmental payable	-	-	-
Due to other funds	-	-	-
Unearned revenue	574,676	-	-
Total Liabilities	<u>3,656,227</u>	<u>84,622</u>	<u>640,332</u>
<b>DEFERRED INFLOW OF RESOURCES</b>			
Unavailable revenues			
Succeeding year property tax	22,891,980	-	-
Special assessments	19,344	-	-
Grants	21,804	-	2,421,125
Other	479,218	-	-
Total Deferred Inflows of Resources	<u>23,412,346</u>	<u>-</u>	<u>2,421,125</u>
<b>FUND BALANCES</b>			
Nonspendable			
Endowment corpus	-	-	-
Inventory	196,531	-	-
Long-term notes receivable	4,536,665	-	-
Prepaid items	412,362	-	21,196
Restricted			
Endowments	-	-	-
Library	-	-	-
Police	-	-	-
Veterans	-	-	-
Debt service	-	-	-
Bond ordinance	-	2,140,740	-
Capital improvements	219,741	7,408,783	-
Franchise agreement	-	-	-
Special assessments	-	-	-
Iowa Finance Authority Trust	-	-	-
Community programs	-	-	8,182,821
Employee benefits	-	-	-
Committed, capital improvements	-	-	-
Assigned			
DRA gaming and distribution	1,396,196	-	-
Unassigned	20,128,223	-	(2,603,756)
Total Fund Balances	<u>26,889,718</u>	<u>9,549,523</u>	<u>5,600,261</u>
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	<u>\$ 53,958,291</u>	<u>\$ 9,634,145</u>	<u>\$ 8,661,718</u>

See notes to financial statements.

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Debt Service	Other Governmental Funds	Total
\$ -	\$ 12,584,785	\$ 41,733,629
8,795	100,588	1,096,305
276,674	3,033,914	26,202,568
-	229,339	2,461,091
-	407,620	426,964
-	23,693	202,638
-	1,553,547	10,266,737
-	3,356,261	7,101,310
-	-	456,550
-	901,636	1,493,995
-	38,271	471,829
-	4,297,391	7,153,052
<u>\$ 285,469</u>	<u>\$ 26,527,045</u>	<u>\$ 99,066,668</u>

\$ -	\$ 1,941,541	\$ 4,047,020
-	117,814	1,818,840
-	8,141	8,141
-	456,550	456,550
-	117,685	692,361
<u>-</u>	<u>2,641,731</u>	<u>7,022,912</u>

276,674	3,033,914	26,202,568
-	389,289	408,633
-	860,905	3,303,834
3,740	358,519	841,477
<u>280,414</u>	<u>4,642,627</u>	<u>30,756,512</u>

-	69,412	69,412
-	901,636	1,098,167
-	-	4,536,665
-	38,271	471,829
-	104,586	104,586
-	1,157,214	1,157,214
-	7,774	7,774
-	152,925	152,925
5,055	-	5,055
-	-	2,140,740
-	8,563,640	16,192,164
-	618,857	618,857
-	18,331	18,331
-	1,235,968	1,235,968
-	593,625	8,776,446
-	57,032	57,032
-	5,823,218	5,823,218
-	-	1,396,196
-	(99,802)	17,424,665
<u>5,055</u>	<u>19,242,687</u>	<u>61,287,244</u>
<u>\$ 285,469</u>	<u>\$ 26,527,045</u>	<u>\$ 99,066,668</u>

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**CITY OF DUBUQUE, IOWA**  
**RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET**  
**TO THE STATEMENT OF NET POSITION**  
**JUNE 30, 2020**

**EXHIBIT 3-1**

Total fund balances - governmental funds		\$ 61,287,244	
Amounts reported for the governmental activities in the statement of net position are different because:			
Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds.			
Cost of capital assets	\$ 594,336,265		
Accumulated depreciation	(174,566,302)		
			419,769,963
Some of the City's revenues will be collected after year-end but are not available soon enough to pay for the current period's expenditures and therefore are unavailable in the funds. Those revenues consist of:			
Property tax	325,720		
Special assessments	408,633		
Grants and other	3,819,592		
			4,553,945
Pension and OPEB related deferred outflows of resources and deferred inflows of resources are not due and payable in the current year and, therefore, are not reported in the government funds as follows:			
Deferred inflows of resources	(4,139,180)		
Deferred outflows of resources	11,479,690		
			7,340,510
Internal service funds are used by the City's management to charge the costs of equipment maintenance and self-insurance programs to individual funds. The assets and liabilities of the internal service funds are included in governmental activities in the statement of net position.			
			4,865,697
Some liabilities are not due and payable in the current period and therefore are not reported in the funds. Those liabilities consist of:			
General obligation bonds	(41,985,513)		
Tax increment financing bonds	(18,825,306)		
Notes payable	(91,860)		
Loans payable	(3,899,294)		
Deferred amount on debt refundings	(255,280)		
Accrued interest	(229,223)		
Compensated absences	(6,016,259)		
Net pension liability	(43,792,867)		
Total OPEB liability	(4,861,348)		
			(119,956,950)
Net position of governmental activities		\$ 377,860,409	

See notes to financial statements.

**CITY OF DUBUQUE, IOWA**  
**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES**  
**GOVERNMENTAL FUNDS**  
**FOR THE YEAR ENDED JUNE 30, 2020**

**EXHIBIT 4**

		Special Revenue	
	General	Tax Increment Financing	Community Development
<b>REVENUES</b>			
Taxes	\$ 35,404,753	\$ 10,661,450	\$ -
Special assessments	-	-	6,503
Licenses and permits	1,497,086	-	-
Intergovernmental	1,885,616	-	10,666,574
Charges for services	10,585,690	-	120
Fines and forfeits	365,458	-	-
Investment earnings	621,920	733,556	91,447
Contributions	948,412	188,045	11,115
Gaming	7,394,294	-	-
Miscellaneous	1,405,106	688,372	31,674
Total Revenues	60,108,335	12,271,423	10,807,433
<b>EXPENDITURES</b>			
Current			
Public safety	29,515,413	-	-
Public works	5,510,707	-	-
Health and social services	991,911	-	348,633
Culture and recreation	12,967,384	-	91,065
Community and economic development	4,028,289	2,496,361	4,453,498
General government	6,845,841	-	24,481
Debt service			
Principal	-	-	-
Interest and fiscal charges	44,882	-	13,020
Capital projects	596,664	-	7,649,968
Total Expenditures	60,501,091	2,496,361	12,580,665
<b>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(392,756)</b>	<b>9,775,062</b>	<b>(1,773,232)</b>
<b>OTHER FINANCING SOURCES (USES)</b>			
Issuance of debt	-	-	-
Premium on bonds	-	-	-
Transfers in	4,539,276	513,374	111,000
Transfers out	(3,643,841)	(10,509,885)	-
Insurance recovery	19,422	-	-
Sale of capital assets	53,049	609,240	-
Total Other Financing Sources (Uses)	967,906	(9,387,271)	111,000
<b>NET CHANGE IN FUND BALANCES</b>	<b>575,150</b>	<b>387,791</b>	<b>(1,662,232)</b>
<b>FUND BALANCES, BEGINNING</b>	<b>26,314,568</b>	<b>9,161,732</b>	<b>7,262,493</b>
<b>FUND BALANCES, ENDING</b>	<b>\$ 26,889,718</b>	<b>\$ 9,549,523</b>	<b>\$ 5,600,261</b>

See notes to financial statements.

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Debt Service	Other Governmental Funds	Total
\$ 280,677	\$ 8,471,794	\$ 54,818,674
-	69,891	76,394
-	-	1,497,086
-	16,065,870	28,618,060
-	408,788	10,994,598
-	-	365,458
(34)	252,126	1,699,015
-	16,149	1,163,721
-	-	7,394,294
-	1,391,937	3,517,089
280,643	26,676,555	110,144,389
-	3,102	29,518,515
-	6,328,105	11,838,812
-	-	1,340,544
-	140,929	13,199,378
-	5,707,258	16,685,406
-	577,117	7,447,439
7,065,499	-	7,065,499
2,985,797	722	3,044,421
-	12,842,807	21,089,439
10,051,296	25,600,040	111,229,453
(9,770,653)	1,076,515	(1,085,064)
1,372,907	-	1,372,907
62,182	-	62,182
8,329,362	3,653,188	17,146,200
-	(5,704,617)	(19,858,343)
-	52,182	71,604
-	3,000	665,289
9,764,451	(1,996,247)	(540,161)
(6,202)	(919,732)	(1,625,225)
11,257	20,162,419	62,912,469
\$ 5,055	\$ 19,242,687	\$ 61,287,244



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**CITY OF DUBUQUE, IOWA****RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUES,  
EXPENDITURES, AND CHANGES IN FUND BALANCES TO THE STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED JUNE 30, 2020****EXHIBIT 4-1**

Net change in fund balances - total governmental funds \$ (1,625,225)  
 Amounts reported for governmental activities in the statement of activities are different because:

Capital outlays are reported as expenditures in governmental funds. However, in the statement of activities, the cost of capital assets is allocated over their estimated useful lives and reported as depreciation expense. In the current period, these amounts are:

Capital assets expended in governmental funds	\$ 19,399,725	
Transfers of capital assets to enterprise funds	(7,849,493)	
Depreciation expense	<u>(10,261,179)</u>	1,289,053

In the statement of activities, only the gain or loss on the sale of capital assets is reported, whereas in the governmental funds, the entire proceeds from the sale increase financial resources. Thus, the change in net position differs from the change in fund balances by the book value of the asset being disposed. (1,604,533)

Because some revenues will not be collected for several months after the City's fiscal year ends, they are not considered "available" revenues and are deferred in the governmental funds. Deferred inflows of resources increased (decreased) by these amounts this year:

Property tax	282,327	
Special assessments	(355,635)	
Grants and other	<u>1,076,337</u>	1,003,029

Debt proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the statement of net position. Repayment of debt principal is an expenditure in the governmental funds, but it reduces long-term liabilities in the statement of net position and does not affect the statement of activities. Also, governmental funds report the effect of issuance discounts and premiums when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities.

Debt issuances including premium	(1,435,089)	
Debt repayments	<u>7,065,499</u>	5,630,410

Some items reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds. These items consist of:

Decrease in accrued interest	12,752	
Amortization of bond discount/premium	21,645	
Increase in compensated absences	(439,715)	
Deferred amount on debt refundings	(5,323)	
Pension adjustment	(3,137,995)	
OPEB adjustment	<u>(64,419)</u>	
Total additional expenses		(3,613,055)

Internal service funds are used by management to charge the costs of certain activities to individual funds. The change in net position of the internal service funds is reported with governmental activities.

Change in net position of governmental activities		<u>136,221</u>
		<u>\$ 1,215,900</u>

See notes to financial statements.

**CITY OF DUBUQUE, IOWA**  
**STATEMENT OF NET POSITION**  
**PROPRIETARY FUNDS**  
**JUNE 30, 2020**

	Business-type Activities-Enterprise Funds		
	Sewage Disposal Works	Water Utility	Stormwater Utility
<b>ASSETS</b>			
<b>CURRENT ASSETS</b>			
Cash and pooled cash investments	\$ 3,916,552	\$ 8,954,694	\$ 13,689,675
Receivables			
Accounts	1,550,320	1,164,994	590,615
Accrued interest	50,529	14,644	34,481
Intergovernmental	-	-	938,641
Prepaid items	1,746	15,440	61,960
Inventories	305,519	726,499	-
Total Current Assets	5,824,666	10,876,271	15,315,372
<b>NONCURRENT ASSETS</b>			
Restricted cash and pooled cash investments	349,437	1,809,816	2,736,375
Capital assets			
Land	254,858	209,244	21,393,569
Buildings	72,269,461	11,212,597	-
Improvements to other than buildings	50,845,742	2,243,414	120,319,432
Machinery and equipment	40,081,900	60,846,248	1,305,088
Construction in progress	4,174,510	7,583,453	22,160,959
Accumulated depreciation	(66,838,207)	(29,615,794)	(19,191,760)
Net Capital Assets	100,788,264	52,479,162	145,987,288
Total Noncurrent Assets	101,137,701	54,288,978	148,723,663
Total Assets	106,962,367	65,165,249	164,039,035
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Pension related deferred outflows	247,876	283,410	62,460
OPEB related deferred outflows	8,901	10,879	4,030
Total Deferred Outflows of Resources	256,777	294,289	66,490

Business-type Activities-Enterprise Funds			
Parking Facilities	Other Enterprise Funds	Total	Governmental Activities - Internal Service Funds
\$ 746,291	\$ 2,179,803	\$ 29,487,015	\$ 6,963,429
103,320	424,884	3,834,133	268,177
2,685	-	102,339	19,978
-	3,093,798	4,032,439	-
9,047	12,688	100,881	183,763
-	2,044	1,034,062	65,803
861,343	5,713,217	38,590,869	7,501,150
383,404	199,787	5,478,819	-
2,900,152	36,000	24,793,823	-
62,216,456	13,541,511	159,240,025	-
3,795,798	1,345,910	178,550,296	-
2,425,115	10,415,234	115,073,585	356,590
194,403	-	34,113,325	-
(19,180,244)	(8,451,260)	(143,277,265)	(263,134)
52,351,680	16,887,395	368,493,789	93,456
52,735,084	17,087,182	373,972,608	93,456
53,596,427	22,800,399	412,563,477	7,594,606
80,921	503,625	1,178,292	322,641
2,473	18,791	45,074	-
83,394	522,416	1,223,366	322,641

**CITY OF DUBUQUE, IOWA**  
**STATEMENT OF NET POSITION**  
**PROPRIETARY FUNDS**  
**JUNE 30, 2020**

	Business-type Activities-Enterprise Funds		
	Sewage Disposal Works	Water Utility	Stormwater Utility
<b>LIABILITIES</b>			
<b>CURRENT LIABILITIES</b>			
Accounts payable	\$ 358,918	\$ 1,324,941	\$ 1,536,084
Accrued payroll	60,326	86,476	20,559
Loans payable - current	-	1,000,000	-
General obligation bonds payable	633,584	732,649	1,000,952
Revenue bonds payable	-	340,000	-
Capital loan notes payable	3,000,000	895,000	2,199,000
Accrued compensated absences	31,181	22,890	250
Accrued interest payable	128,397	64,791	150,776
Total Current Liabilities	4,212,406	4,466,747	4,907,621
<b>NONCURRENT LIABILITIES</b>			
Loans payable	-	1,000,000	-
General obligation bonds payable	9,205,857	10,868,576	7,668,210
Revenue bonds payable	-	3,839,794	28,526,473
Capital loan notes payable	61,798,641	9,283,948	39,789,058
Accrued compensated absences	127,586	261,640	11,413
Net pension liability	1,045,836	1,195,762	263,522
Total OPEB liability	201,692	246,512	91,321
Total Noncurrent Liabilities	72,379,612	26,696,232	76,349,997
Total Liabilities	76,592,018	31,162,979	81,257,618
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Pension related deferred inflows	182,605	208,782	46,011
OPEB related deferred inflows	11,494	14,048	5,204
Deferred amount on refunding	19,439	22,561	20,773
Total Deferred Inflows of Resources	213,538	245,391	71,988
<b>NET POSITION</b>			
Net investment in capital assets	34,627,197	25,831,633	68,123,801
Restricted by bond ordinance/development agreement	-	567,025	2,080,000
Unrestricted	(4,213,609)	7,652,510	12,572,118
Total Net Position	\$ 30,413,588	\$ 34,051,168	\$ 82,775,919

See notes to financial statements.

Business-type Activities-Enterprise Funds			
Parking Facilities	Other Enterprise Funds	Total	Governmental Activities - Internal Service Funds
\$ 85,390	\$ 1,650,847	\$ 4,956,180	\$ 1,420,037
23,729	148,105	339,195	32,543
63,545	-	1,063,545	-
534,956	14,668	2,916,809	-
-	-	340,000	-
-	-	6,094,000	-
2,325	3,414	60,060	-
15,166	2,702	361,832	-
725,111	1,819,736	16,131,621	1,452,580
88,786	-	1,088,786	-
5,209,965	351,439	33,304,047	-
-	-	32,366,267	-
-	-	110,871,647	-
8,911	249,353	658,903	-
341,412	2,124,865	4,971,397	1,361,287
56,025	425,795	1,021,345	-
5,705,099	3,151,452	184,282,392	1,361,287
6,430,210	4,971,188	200,414,013	2,813,867
59,612	371,007	868,017	237,683
3,193	24,264	58,203	-
1,471	-	64,244	-
64,276	395,271	990,464	237,683
46,453,406	16,721,075	191,757,112	93,456
540,339	-	3,187,364	-
191,590	1,235,281	17,437,890	4,772,241
\$ 47,185,335	\$ 17,956,356	\$ 212,382,366	\$ 4,865,697

**CITY OF DUBUQUE, IOWA**  
**STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION**  
**PROPRIETARY FUNDS**  
**FOR THE YEAR ENDED JUNE 30, 2020**

	Business-type Activities-Enterprise Funds		
	Sewage Disposal Works	Water Utility	Stormwater Utility
OPERATING REVENUES			
Charges for sales and services	\$ 12,592,624	\$ 9,223,000	\$ 4,972,308
Other	12,463	49,979	60
Total Operating Revenues	12,605,087	9,272,979	4,972,368
OPERATING EXPENSES			
Employee expense	3,406,154	2,943,258	1,305,530
Utilities	757,125	827,417	28,525
Repairs and maintenance	851,294	207,802	88,050
Supplies and services	1,529,394	1,533,566	483,611
Insurance	101,283	87,170	58,444
Depreciation	3,425,283	1,212,928	1,921,046
Total Operating Expenses	10,070,533	6,812,141	3,885,206
OPERATING INCOME (LOSS)	2,534,554	2,460,838	1,087,162
NONOPERATING REVENUES (EXPENSES)			
Intergovernmental	-	-	54,169
Investment earnings	171,508	224,393	330,956
Contributions	-	-	415,924
Interest expense	(1,655,356)	(819,270)	(1,989,336)
Gain (loss) on disposal of assets	1,545	741	(12,629)
Net Nonoperating Revenues (Expenses)	(1,482,303)	(594,136)	(1,200,916)
INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS AND TRANSFERS	1,052,251	1,866,702	(113,754)
CAPITAL CONTRIBUTIONS	69,575	19,380	12,343,834
TRANSFERS IN	-	949,471	483,282
TRANSFERS OUT	(174,562)	(142,884)	-
CHANGE IN NET POSITION	947,264	2,692,669	12,713,362
NET POSITION, BEGINNING	29,466,324	31,358,499	70,062,557
NET POSITION, ENDING	\$ 30,413,588	\$ 34,051,168	\$ 82,775,919

See notes to financial statements.

Business-type Activities-Enterprise Funds			
Parking Facilities	Other Enterprise Funds	Total	Governmental Activities- Internal Service Funds
\$ 2,173,719	\$ 5,155,740	\$ 34,117,391	\$ 14,298,761
139,625	39,906	242,033	70,112
2,313,344	5,195,646	34,359,424	14,368,873
832,278	5,242,008	13,729,228	2,443,277
337,524	112,748	2,063,339	37,632
232,103	1,100,492	2,479,741	54,093
525,502	1,661,851	5,733,924	11,643,220
102,058	65,482	414,437	174,646
1,173,158	1,158,982	8,891,397	40,868
3,202,623	9,341,563	33,312,066	14,393,736
(889,279)	(4,145,917)	1,047,358	(24,863)
-	2,531,111	2,585,280	-
39,420	30,217	796,494	158,405
79,942	84,280	580,146	-
(176,565)	(1,180)	(4,641,707)	-
(35,663)	(113,620)	(159,626)	2,679
(92,866)	2,530,808	(839,413)	161,084
(982,145)	(1,615,109)	207,945	136,221
194,403	1,524,575	14,151,767	-
414,246	1,695,964	3,542,963	-
(513,374)	-	(830,820)	-
(886,870)	1,605,430	17,071,855	136,221
48,072,205	16,350,926	195,310,511	4,729,476
\$ 47,185,335	\$ 17,956,356	\$ 212,382,366	\$ 4,865,697



**CITY OF DUBUQUE, IOWA**  
**STATEMENT OF CASH FLOWS**  
**PROPRIETARY FUNDS**  
**YEAR ENDED JUNE 30, 2020**

	Business-type Activities-Enterprise Funds			
	Sewage Disposal Works	Water Utility	Stormwater Utility	Parking Facilities
CASH FLOWS FROM OPERATING ACTIVITIES				
Cash received from customers	\$ 12,506,959	\$ 9,088,706	\$ 4,902,513	\$ 2,200,072
Cash payments to suppliers for goods and services	(4,011,612)	(1,916,566)	429,089	(1,139,218)
Cash payments to employees for services	(3,547,490)	(2,764,086)	(1,350,410)	(802,079)
Other operating receipts	12,463	49,979	60	139,625
NET CASH PROVIDED BY (USED FOR) OPERATING ACTIVITIES	4,960,320	4,458,033	3,981,252	398,400
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Transfers from other funds	-	949,471	483,282	414,246
Transfers to other funds	(174,562)	(142,884)	-	(513,374)
Contributions	-	-	415,924	79,942
Intergovernmental grant proceeds	-	-	-	-
NET CASH PROVIDED BY (USED FOR) NONCAPITAL FINANCING ACTIVITIES	(174,562)	806,587	899,206	(19,186)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Proceeds from sale of capital assets	1,545	741	-	-
Acquisition and construction of capital assets	(1,737,603)	(3,946,290)	(5,747,444)	-
Proceeds from issuance of debt	2,028,430	4,844,418	6,346,265	126,133
Premium on debt issuance	40,573	48,688	10,819	5,410
Payment of debt	(4,731,132)	(4,133,779)	(2,781,935)	(780,290)
Interest paid	(1,668,972)	(834,341)	(2,066,462)	(194,100)
Intergovernmental grant proceeds	-	-	369,602	-
NET CASH PROVIDED (USED FOR) CAPITAL AND RELATED FINANCING ACTIVITIES	(6,067,159)	(4,020,563)	(3,869,155)	(842,847)
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest received	168,986	220,128	323,127	39,039
NET INCREASE (DECREASE) IN CASH AND POOLED INVESTMENTS	(1,112,415)	1,464,185	1,334,430	(424,594)
CASH AND CASH EQUIVALENTS, BEGINNING	5,378,404	9,300,325	15,091,620	1,554,289
CASH AND CASH EQUIVALENTS, ENDING	\$ 4,265,989	\$ 10,764,510	\$ 16,426,050	\$ 1,129,695

## EXHIBIT 7

Business-type Activities-Enterprise Funds		
Other Enterprise Funds	Total	Governmental Activities- Internal Service Funds
\$ 4,733,441	\$ 33,431,691	\$ 14,258,473
(2,961,425)	(9,599,732)	(12,747,587)
(5,060,149)	(13,524,214)	(2,364,431)
39,906	242,033	70,112
(3,248,227)	10,549,778	(783,433)
1,695,964	3,542,963	-
-	(830,820)	-
1,608,855	2,104,721	-
613,900	613,900	-
3,918,719	5,430,764	-
16,500	18,786	2,679
(420,117)	(11,851,454)	-
-	13,345,246	-
-	105,490	-
(14,822)	(12,441,958)	-
(2,064)	(4,765,939)	-
-	369,602	-
(420,503)	(15,220,227)	2,679
427,981	1,179,261	158,304
677,970	1,939,576	(622,450)
1,701,620	33,026,258	7,585,879
\$ 2,379,590	\$ 34,965,834	\$ 6,963,429

(Continued)

**CITY OF DUBUQUE, IOWA**  
**STATEMENT OF CASH FLOWS**  
**PROPRIETARY FUNDS**  
**YEAR ENDED JUNE 30, 2020**

	Business-type Activities-Enterprise Funds			
	Sewage Disposal Works	Water Utility	Stormwater Utility	Parking Facilities
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED FOR) OPERATING ACTIVITIES				
Operating income (loss)	\$ 2,534,554	\$ 2,460,838	\$ 1,087,162	\$ (889,279)
Adjustments to reconcile operating income (loss) to net cash provided by (used for) operating activities				
Depreciation	3,425,283	1,212,928	1,921,046	1,173,158
Change in assets and liabilities				
(Increase) decrease in receivables	(85,665)	(134,294)	(69,795)	26,353
(Increase) decrease in inventories and prepaid items	25,870	(10,125)	19,854	310
Increase (decrease) in accounts payable	(798,386)	749,514	1,067,865	57,659
Increase (decrease) in accrued liabilities	(6,650)	47,154	3,648	(5,798)
Increase (decrease) net pension liability	(292,865)	(6,033)	(83,048)	(15,433)
(Increase) decrease in deferred outflows	103,382	31,308	28,562	12,149
Increase in deferred inflows	87,236	129,482	22,337	33,594
Increase (decrease) in total OPEB liability	(32,439)	(22,739)	(16,379)	5,687
Total Adjustments	2,425,766	1,997,195	2,894,090	1,287,679
NET CASH PROVIDED BY (USED FOR) OPERATING ACTIVITIES	<u>\$ 4,960,320</u>	<u>\$ 4,458,033</u>	<u>\$ 3,981,252</u>	<u>\$ 398,400</u>
NONCASH CAPITAL AND RELATED FINANCING ACTIVITIES				
Contribution of capital assets from outside sources	<u>\$ 69,575</u>	<u>\$ 19,380</u>	<u>\$ 4,688,744</u>	<u>\$ -</u>
Contributions of capital assets from Governmental Activities	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 7,655,090</u>	<u>\$ 194,403</u>
See notes to financial statements.				

**EXHIBIT 7**  
**(continued)**

Business-type Activities-Enterprise Funds			Governmental Activities-Internal Service Funds	
Other Enterprise Funds	Total			
\$ (4,145,917)	\$ 1,047,358	\$	(24,863)	
1,158,982	8,891,397		40,868	
(422,299)	(685,700)		(40,288)	
(2,563)	33,346		(173,492)	
(18,289)	1,058,363		(664,504)	
16,865	55,219		4,620	
(142,952)	(540,331)		(98,165)	
88,083	263,484		60,190	
200,286	472,935		112,201	
19,577	(46,293)		-	
897,690	9,502,420		(758,570)	
<u>\$ (3,248,227)</u>	<u>\$ 10,549,780</u>	<u>\$</u>	<u>(783,433)</u>	
<u>\$ -</u>	<u>\$ 4,777,699</u>	<u>\$</u>	<u>-</u>	
<u>\$ -</u>	<u>\$ 7,849,493</u>	<u>\$</u>	<u>-</u>	

**CITY OF DUBUQUE, IOWA**  
**STATEMENT OF FIDUCIARY ASSETS AND LIABILITIES**  
**AGENCY FUNDS**  
**JUNE 30, 2020**

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**EXHIBIT 8**

	<u>Agency Funds</u>
<b>ASSETS</b>	
Cash and pooled cash investments	\$ 1,921,801
Accounts receivable	57,633
Prepays	7,552
Accrued interest	<u>3,351</u>
Total Assets	<u><u>\$ 1,990,337</u></u>
<b>LIABILITIES</b>	
Due to other agency	<u>\$ 1,990,337</u>
Total Liabilities	<u><u>\$ 1,990,337</u></u>

See notes to financial statements.

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

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The notes to financial statements contain a summary of significant accounting policies and other notes considered necessary for an understanding of the financial statements of the City and are an integral part of this report. The index to the notes is as follows:

1. Summary of Significant Accounting Policies
2. Deficit Fund Equity
3. Cash on Hand, Deposits, and Investments
4. Notes Receivable
5. Interfund Balances and Transfers
6. Capital Assets
7. Long-Term Debt
8. Risk Management
9. Commitments and Contingent Liabilities
10. Other Postemployment Benefits (OPEB)
11. Employee Pension Plans
12. Landfill Closure and Postclosure Care
13. Leases Where City is Lessor
14. Subsequent Events
15. Prospective Accounting Pronouncements
16. Tax Abatements

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

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**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Reporting Entity**

The City of Dubuque, Iowa, is a municipal corporation governed by an elected mayor and a six-member council. As required by accounting principles generally accepted in the United States of America, these financial statements present the City and its component units, entities for which the City is considered to be financially accountable. The City has no blended component units. The discretely presented component units are reported in separate columns in the government-wide financial statements to emphasize that they are legally separate from the City.

**Discretely Presented Component Units**

The Dubuque Metropolitan Area Solid Waste Agency was created under the provisions of Chapter 28E of the Code of Iowa by the City of Dubuque and Dubuque County. The purpose of the Agency is to provide solid waste management for the Dubuque metropolitan area. The City appoints a voting majority of the Agency's governing board and has authority over those persons responsible for the day-to-day operations of the Agency. The Agency is presented as a proprietary fund type and has a June 30 year end. During the year ended June 30, 2020, \$652,637 of the Dubuque Metropolitan Area Solid Waste Agency's charges for services were related to services provided to the City of Dubuque.

Dubuque Initiatives and Subsidiaries is a non-profit corporation organized under the laws of Iowa and Section 501(c)(3) of the Internal Revenue Code. The Organization was created to render service to the City Council of the City of Dubuque, Iowa, on matters of community interest. The Organization's articles require that its board members include two city council members, the mayor, and the city manager of the City of Dubuque, Iowa; and in the event of dissolution, any assets or property of the Organization be transferred to the City of Dubuque, Iowa. During the fiscal year 2008, the City of Dubuque, Iowa guaranteed debt issued by Dubuque Initiatives and Subsidiaries for the rehabilitation of the Roshek Building. The Organization is presented as a proprietary fund type and has a December 31 year end.

Dubuque Convention and Visitors Bureau is a non-profit corporation organized under the laws of Iowa and Section 501(c)(3) of the Internal Revenue Code. The Organization's purpose is to strengthen the Dubuque area economy by competitively marketing the area as a destination for conventions, tour groups, sporting events and individual travelers. The Organization's articles require that its board members include one City Council member, the City of Dubuque Mayor and the City Manager. In the event of dissolution, any assets or property of the Organization shall be distributed to the City of Dubuque, Iowa after paying or making provision for the payment of all liabilities of the Corporation. The City collects hotel/motel taxes and forwards 50% to the CVB as the primary source of funds for its operations. The CVB is presented as a governmental fund type and has a June 30 year end.

Dubuque Initiatives and Subsidiaries and the Dubuque Convention and Visitors Bureau present their financial information in accordance with the Financial Accounting Standards Board (FASB).

Complete financial statements for the Component Units may be obtained from the City of Dubuque's Finance Department for the Dubuque Metropolitan Area Solid Waste Agency and Dubuque Area Convention and Visitors Bureau, and the Economic Development Office for Dubuque Initiatives and Subsidiaries. These offices are located at: City Hall, 50 West 13<sup>th</sup> Street, Dubuque, Iowa 52001.

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

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**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**Jointly Governed Organizations**

The City participates in several jointly governed organizations that provide goods or services to the citizenry of the City but do not meet the criteria of a joint venture since there is no ongoing financial interest or responsibility by the participating governments. City officials are members of the following boards and commissions:

City of Dubuque Conference Board  
Dubuque County E-911 Committee  
Dubuque Drug Task Force

**Government-wide and Fund Financial Statements**

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the primary government and its component units. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for services. Likewise, the *primary government* is reported separately from the legally separate *component units* for which the primary government is financially accountable.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants, contributions, and interest restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds, proprietary funds, and a fiduciary fund, even though the latter is excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

**Measurement Focus, Basis of Accounting, and Financial Statement Presentation**

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period (year-end).



**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

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**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, franchise taxes, licenses, interest, special assessments, and grants are susceptible to accrual. Sales taxes are considered measurable and available at the time the underlying transaction occurs, provided they are collected by the City within 60 days after year-end. All other revenue items are considered to be measurable and available only when cash is received by the City.

The City reports the following major governmental funds:

The *General Fund* is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The *Tax Increment Financing Fund* is used to account for the receipt of property taxes, for the payment of projects within the tax increment financing district, and for the payment of remaining principal and interest costs on the tax increment financing districts' long-term debt service.

The *Community Development Fund* is used to account for the use of Community Development Block Grant funds as received from federal and state governmental agencies.

The *Debt Service Fund* is used to account for the accumulation of resources and payment of general obligation bond principal and interest from governmental resources and special assessment bond principal and interest from special assessment levies when the government is obligated in some manner for the payment.

The City reports the following major proprietary funds:

The *Sewage Disposal Works Fund* is used to account for the operations of the City's sewage disposal works and services.

The *Water Utility Fund* is used to account for the operations of the City's water facilities and services.

The *Stormwater Utility Fund* is used to account for the operations of the City's stormwater services.

The *Parking Facilities Fund* is used to account for the operations of the City-owned parking ramps and other parking facilities.

Additionally, the City reports the internal service fund type. *Internal service funds* are used to account for general, garage, stores/printing, health insurance, and worker's compensation insurance services provided by one department to other departments of the City on a cost-reimbursement basis. These funds cannot be used to support City activities.

Fiduciary funds, other than agency funds, use the *economic resources measurement focus* and the *full accrual basis of accounting*. Agency funds use the *full accrual basis of accounting* but do not have a measurement focus and therefore report only assets and liabilities. The City reports Agency Funds to account for assets held by the City as an agent under the cable franchise agreement, for the Dubuque Racing Association, and for the decommissioning of the prior Flexsteel site.

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

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**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

As a general rule the effect of interfund activity has been eliminated from the government-wide financial statements.

Exceptions to this general rule are charges between the City's water and sewer function and various other functions of the City. Eliminations of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as *program revenues* include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as *general revenues* rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's enterprise funds and of the City's internal service funds are charges to customers for sales and services. Operating expenses for enterprise funds and internal service funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

**Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position/Fund Balance**

*Deposits and Investments*

The City's cash, pooled cash investments, and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

The cash balances of most City funds are pooled and invested. Interest earned on investments is recorded in the General Fund unless otherwise provided by law. Investments are stated at fair value except for the investment in the Iowa Public Agency Investment Trust and non-negotiable certificates of deposit which are valued at amortized cost.

For purposes of the Statement of Cash Flows, all short-term cash investments that are highly liquid are considered to be cash equivalents. Cash equivalents are readily convertible to known amounts of cash and, at the day of purchase, have a maturity date no longer than three months.

*Receivables and Payables*

Activity between funds that are representative of lending/borrowing arrangements outstanding at year-end are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

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**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

Advances between funds, as reported in the fund financial statements, are offset by a nonspendable fund balance account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

Property tax receivable is recognized in the funds on the levy or lien date, which is the date that the tax asking is certified by the City to the County Board of Supervisors.

Current year delinquent property tax receivable represents taxes collected by the County but not remitted to the City at June 30, 2020, and 2020 unpaid taxes. The succeeding year property tax receivable represents taxes certified by the City to be collected in the next fiscal year for the purposes set out in the budget for the next fiscal year.

By statute, the City is required to certify its budget to the County Auditor by March 15 of each year for the subsequent fiscal year. However, by statute, the tax asking and budget certification for the following fiscal year becomes effective on the first day of that year. Although the succeeding year property tax receivable has been recorded, the related revenue is reported as a deferred inflow of resources in both the government-wide and fund financial statements and will not be recognized as revenue until the year for which it is levied.

Property taxes are levied as of July 1 on property values assessed as of January 1 of the previous year. The tax levy is divided into two billings. The billings are due September 1 and March 1. On September 30 and March 31, the bill becomes delinquent, and penalties and interest may be assessed by the City.

Special assessment receivable represents the amounts due from individuals for work done which benefits their property. These assessments are payable by individuals in not less than ten nor more than twenty annual installments. Each annual installment with interest on the unpaid balance is due on September 30 and is subject to the same interest and penalties as the other tax.

*Inventories and Prepaid Items*

Inventories included in the governmental funds are valued at cost using the first-in first-out (FIFO) method. The costs of governmental fund inventories are recorded as expenditures when consumed rather than when purchased.

Inventories of materials and supplies in the enterprise funds are determined by actual count and priced on the FIFO method.

Inventories included in internal service funds are stated at cost and consist of consumable supplies. The cost of these supplies is recorded as an expense at the time they are removed from inventory for use.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items. The costs of governmental fund prepaids are recorded as expenditures when consumed rather than when purchased.

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

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**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

*Restricted Assets*

Certain proceeds of the City's enterprise fund revenue bonds, as well as certain resources set aside for their repayment, are classified as restricted assets on the statement of net position because their use is limited by applicable bond covenants. The "revenue bond operating" account is used to report resources set aside to subsidize potential deficiencies from the enterprise fund's operation that could adversely affect debt service payments. The "revenue bond sinking" account is used to segregate resources accumulated for debt service payments over the next twelve months. The "revenue bond reserve" account is used to report resources set aside to make up potential future deficiencies in the revenue bond sinking account.

Certain assets of the special revenue funds and capital project funds are classified as restricted assets because their use is limited by debt agreement, the City's cable television franchise agreement, or Iowa Finance Authority housing program agreement.

Certain assets of the Dubuque Metropolitan Area Solid Waste Agency are classified as restricted assets because their use is restricted by state statute for certain specified uses.

*Capital Assets*

Capital assets, which include property, plant, equipment, intangibles, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide statement of net position and in the proprietary funds statement of net position. Capital assets are defined by the government as assets with an initial, individual cost of more than \$100,000 for infrastructure and intangible assets, \$20,000 for building assets, and \$10,000 for the remaining assets, and an estimated useful life of more than one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation. The costs of normal maintenance and repair not adding to the value of the asset or materially extending asset lives are not capitalized. All of the City's infrastructure has been recorded, including infrastructure acquired prior to June 30, 1980.

Major outlays for capital assets and improvements are capitalized as projects are constructed. There was no interest incurred during the construction phase of capital assets of business-type activities to capitalize with the value of the assets constructed in the current year.

Property, plant, and equipment of the primary government, as well as the component units, are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings	40 to 125
Improvements other than buildings	15 to 50
Machinery and equipment	2 to 30
Infrastructure and intangibles	15 to 75

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

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**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

*Deferred Outflows of Resources*

Deferred outflows of resources represent a consumption of net position that applies to a future period(s) and will not be recognized as an outflow of resources (expense/expenditure) until then. Deferred outflows of resources consist of unrecognized items not yet charged to pension and OPEB expense and contributions from the employer after the measurement date but before the end of the employer's reporting period.

*Compensated Absences*

The City allows employees to accumulate a limited amount of earned but unused vacation and sick pay benefits. Vacation pay is payable to employees upon retirement or termination. Sick pay is payable only upon retirement, in which event, employees with twenty years or more of service are paid 100% of their accrued sick leave balance over a five year period. All vacation pay and applicable sick pay benefits are accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

*Long-Term Obligations*

In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums and discounts, and deferred amounts on refunding are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond premium or discount.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuance's are reported as other financing sources while discounts on debt issuance's are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

*Pensions*

For purposes of measuring the net pension liability, deferred outflows of resources, and deferred inflows of resources related to pensions, and pension expense, information about fiduciary net position of the Iowa Public Employees' Retirement System and the Municipal Fire and Police Retirement System (Systems') and additions to/deductions from the Systems' fiduciary net position have been determined on the same basis as they are reported by the Systems'. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. For the governmental activities, the net pension liability is generally liquidated by the General Fund, Community Development Fund, and Seciton VIII Housing Fund.

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

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**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

*Total OPEB Liability*

For purposes of measuring the total OPEB liability, deferred outflows of resources related to OPEB and OPEB expense, information has been determined based on the City's actuary report. For this purpose, benefit payments are recognized when due and payable in accordance with the benefit terms. For the governmental activities, the total OPEB liability is generally liquidated by the General Fund, Community Development Fund, and Section VIII Housing Fund.

*Deferred Inflows of Resources*

Deferred inflows of resources represents an acquisition of net position that applies to a future period(s) and will not be recognized as an inflow of resources (revenue) until that time. Although certain revenues are measurable, they are not available. Available means collected within the current year or expected to be collected soon enough thereafter to be used to pay liabilities of the current year. Deferred inflows of resources in the governmental fund financial statements represent the amount of assets that have been recognized, but the related revenue has not been recognized since the assets are not collected within the current year or expected to be collected soon enough thereafter to be used to pay liabilities of the current year. Deferred inflows of resources consist of property tax receivable and other receivables not collected within sixty days after year end.

Deferred inflows of resources in the Statement of Net Position consist of succeeding year property tax and tax increment financing receivable that will not be recognized as revenue until the year for which they are levied, and unrecognized items not yet charged to pension and OPEB expense.

*Net Position/Fund Balance*

The Dubuque Metropolitan Area Solid Waste Agency's restricted net position represents outside third-party restrictions and amounts restricted for minority interest of the Agency. The Agency is restricted to using certain amounts for purposes specified by state statute. The net position restricted for minority interest is calculated at 22.7% of unrestricted net position, based on the 1976 revenue bond resolution authorizing the issuance of revenue bonds for the construction of the landfill.

In the government-wide and proprietary fund financial statements, net position is displayed in three components as follows:

- Net investment in capital assets: This consists of capital assets, net of accumulated depreciation, less the outstanding balances of any bonds, notes or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. Net investment in capital assets excludes unspent debt proceeds. Unspent debt proceeds were \$4,034,501 for the governmental activities and \$2,448,390 for business-type activities.
- Restricted: This consists of net position that is legally restricted by outside parties or by law through constitutional provisions or enabling legislation. Net position restricted through enabling legislation as of June 30, 2020 consists of \$5,055 for debt service and \$57,032 for employee benefits. All other restrictions are by outside parties through grants, debt agreements or donors.
- Unrestricted: This consists of net position that does not meet the definition of restricted or net investment in capital assets.

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

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**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

In the governmental fund financial statements, fund balances are classified as follows:

- **Nonspendable:** Nonspendable fund balances cannot be spent because they are not expected to be converted to cash or they are legally or contractually required to remain intact.
- **Restricted:** Restricted fund balances are restricted to specific purposes when constraints placed on the use of the resources are either externally imposed by creditors, grantor or state or federal laws or imposed by law through constitutional provisions or enabling legislation.
- **Committed:** Committed fund balances can be used only for specific purposes determined pursuant to constraints formally imposed by the City Council through resolution approved prior to year-end. Those committed amounts cannot be used for any other purpose unless the City Council removes or changes the specified use by resolution.
- **Assigned:** Assigned fund balances contain self-imposed constraints of the government to be used for a particular purpose. Intent can be expressed by the City Council or by an official or body to which the City Council delegates the authority. The City Council has by resolution delegated the authority to the City Manager, and Director of Finance and Budget.
- **Unassigned:** Unassigned fund balances are amounts not included in the other spendable classifications. Positive unassigned fund balance amount is only appropriate in the general fund. However in governmental funds, other than the general fund, if expenditures incurred for specific purposes exceed the amounts that are restricted, committed, or assigned to those purposes, it may be necessary to report a negative unassigned fund balance in that fund.

Sometimes the government will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

The budget guideline of the City of Dubuque maintains a General Fund working balance or operating reserve of 20% of the total General Fund operating revenue requirements. An operating reserve or working balance must be carried into a fiscal year to pay operating costs until tax money, or other anticipated revenue is received.

The State of Iowa recommends a reasonable amount for a working balance as (a) anticipated revenues for the first three months of the fiscal year, less anticipated expenditures or (b) 5% of the total General Fund operating budget, excluding fringes and tort liability expenses.

The City's rating agency, Moody's Investor Service, recommends a reserve balance of at least 10% for "A" rated cities. This is based on the fact that a large portion of the revenue sources are beyond the City's control and therefore uncertain.

None of the City's policies qualify as stabilization arrangements.

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

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**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

*Budgets and Budgetary Accounting*

The budgetary comparison and related disclosures are reported as Required Supplementary Information.

*Other Significant Accounting Policies*

Other significant accounting policies are set forth in the financial statements and the notes thereto.



**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

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**NOTE 2 – DEFICIT FUND EQUITY**

The following funds have deficit net position amounts as of June 30, 2020:

Internal Service Funds:		
General Service	\$	652,820

The General Service deficit will be addressed during next fiscal year's reallocation of expenses.

**NOTE 3 – CASH ON HAND, DEPOSITS, AND INVESTMENTS**

**Cash on Hand.** Cash on hand represents authorized change funds and petty cash funds used for current operating purposes. The carrying amount at year-end was \$11,261 for the City and \$1,200 for the Dubuque Metropolitan Area Solid Waste Agency.

**Deposits.** At year-end, the City's carrying amount of deposits was \$61,227,976, and the bank balance was \$62,024,494. The City's deposits in banks at June 30, 2020, were entirely covered by federal depository insurance or by the State Sinking Fund in accordance with Chapter 12C of the Code of Iowa. This chapter provides for additional assessments against the depositories to insure there will be no loss of public funds.

The carrying amount of deposits for the Dubuque Metropolitan Area Solid Waste Agency was \$13,322,551, and the bank balance was \$13,322,551. The Agency's deposits in banks at June 30, 2020, were entirely covered by federal depository insurance or by the State Sinking Fund in accordance with Chapter 12C of the Code of Iowa.

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

**NOTE 3 – CASH ON HAND, DEPOSITS, AND INVESTMENTS (continued)**

**Investments.** As of June 30, 2020, the City had the following investments and maturities. (The City assumes callable bonds will not be called):

Investment Type	Investment Maturities (In Years)				Total
	Less Than 1	1 to 5	6 to 10	More than 10	
Money Market Funds-					
U.S. Treasury	\$ 1,962,700	\$ -	\$ -	\$ -	\$ 1,962,700
U.S. Treasury Securities	2,097,587	1,859,971	-	3,235,784	7,193,342
Federal Agency Obligations	2,912,787	12,034,640	2,399,028	4,906,284	22,252,739
Corporate Stock	89,727	-	-	-	89,727
	<u>\$ 7,062,801</u>	<u>\$ 13,894,611</u>	<u>\$ 2,399,028</u>	<u>\$ 8,142,068</u>	<u>\$ 31,498,508</u>

The City and the Dubuque Metropolitan Solid Waste Agency are authorized by statute to invest public funds in obligations of the United States government, its agencies and instrumentality's; certificates of deposit or other evidences of deposit at federally insured depository institutions approved by the City Council or Board of Trustees and the Treasurer of the State of Iowa; prime eligible bankers acceptances; certain high rated commercial paper; perfected repurchase agreements; certain registered open-end management investment companies; certain joint investment trusts; and warrants or improvement certificates of a drainage district.

Corporate stock was donated in 1957 to the City to establish the Ella Lyons Peony Trail Permanent Trust Fund.

The City uses the fair value hierarchy established by generally accepted accounting principles based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets. Level 2 inputs are significant other observable inputs. Level 3 inputs are significant unobservable inputs.

All of the City's investments, except for U.S. Treasury Securities, Federal Agency Obligations, and Managed Accounts L/T CD which were valued by the custodians of the securities using pricing models based on credit quality, time to maturity, stated interest rates, and market-rate assumptions (Level 2 inputs), were determined using the last reported sales price at current exchange rates. (Level 1 inputs)

*Interest Rate Risk.* The City's investment policy limits the investment of operating funds (funds expected to be expended in the current budget year or within 15 months of receipt) to instruments that mature within 397 days. Funds not identified as operating funds may be invested in instruments with maturities longer than 397 days, but the maturities shall be consistent with the needs and use of the City.

*Credit Risk.* The City's investment policy limits investments in commercial paper and other corporate debt to the top two highest classifications. The City did not invest in any commercial paper or other corporate debt during the year. The City's investments in Money Market Funds and US Agencies were rated AAA.

*Concentration of Credit Risk.* The City's investment policy does not allow for a prime bankers' acceptance or commercial paper and other corporate debt balances to be greater than ten percent of its total deposits and investments. The policy also limits the amount that can be invested in a single issue to five percent of its total deposits and investments. The City held no such investments during the year.

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

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**NOTE 3 – CASH ON HAND, DEPOSITS, AND INVESTMENTS (continued)**

*Custodial Credit Risk - Deposits.* In the case of deposits, this is the risk that in the event of a bank failure, the City's deposits may not be returned to it. The City's deposits are entirely covered by federal depository insurance or by the State Sinking Fund in accordance with Chapter 12C of the Code of Iowa. This chapter provides for additional assessments against the depositories to insure there will be no loss of public funds.

*Custodial Credit Risk – Investments.* For an investment, this is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The City had no custodial risk with regards to investments, since all investments were held by the City or its agent in the City's name.

Due to legal and budgetary reasons, the General Fund is assigned a portion of the investments earnings associated with other funds. These funds are the employee benefits, community development, road use tax, cable TV, general construction, transit system, general service, garage service, and stores/printing funds.

The Dubuque Metropolitan Area Solid Waste Agency had a money market account valued at \$1,487,929 as of June 30, 2020.

A reconciliation of cash and investments as shown on the government-wide statement of net position for the primary government and statement of fiduciary assets and liabilities follows:

Cash on hand	\$ 11,261
Carrying amount of deposits	61,227,976
Carrying amount of investments	31,498,508
Total	<u>\$ 92,737,745</u>
Government-wide	
Cash and pooled cash investments	\$ 78,184,073
Cash and pooled cash investments - temporarily restricted	12,562,459
Cash and pooled cash investments - permanently restricted	69,412
Fiduciary	
Cash and pooled cash investments	1,921,801
Total	<u>\$ 92,737,745</u>

A reconciliation of cash and investments as shown on the government-wide statement of net position for the Dubuque Metropolitan Solid Waste Agency follows:

Cash on hand	\$ 1,200
Carrying amount of deposits	13,322,551
Total	<u>\$ 13,323,751</u>
Cash and pooled cash investments	\$ 7,962,484
Cash and pooled cash investments - temporarily restricted	5,361,267
Total	<u>\$ 13,323,751</u>

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

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**NOTE 3 – CASH ON HAND, DEPOSITS, AND INVESTMENTS (continued)**

A reconciliation of cash and investments as shown on the government-wide statement of net position for the Dubuque Initiatives and Subsidiaries (December 31, 2019) follows:

Deposits	\$ 10,976,497
Beneficial interest in assets held by others	1,420,609
Total	<u>\$ 12,397,106</u>
Cash and pooled cash investments	\$ 10,976,497
Cash and pooled cash investments-temporarily restricted	1,420,609
Total	<u>\$ 12,397,106</u>

A reconciliation of cash and investments as shown on the government-wide statement of net position for the Dubuque Convention and Visitors Bureau (June 30, 2020) follows:

Deposits	\$ 347,963
Total	<u>\$ 347,963</u>
Cash and pooled cash investments	\$ 112,376
Cash and pooled cash investments-temporarily restricted	235,587
Total	<u>\$ 347,963</u>

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

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**NOTE 4 – NOTES RECEIVABLE**

The City provides low interest and no interest loans to promote economic and community development, provide opportunities for home ownership to low and moderate income citizens and improve rental properties for low income citizens. Loans may contain a forgivable portion if recipient meets specific conditions such as job creation for economic development or residency requirements community development. Loans are secured by mortgage liens against the property.

At June 30, 2020 the City had the following notes receivable.

	Original Balance	Interest Rate	Issued	Maturity	Balance	Current Portion
<b>Downtown Rehabilitation Loan Program</b>						
Harry & Rosey's	\$ 300,000	3 %	2011	7/1/2031	\$ 226,568	\$ 17,766
Clark Wolff	150,000	3	2001	5/1/2022	17,785	9,556
Gronen Adaptive	300,000	2	2006	5/1/2036	148,552	8,043
Plastic Center, Inc.	270,000	3	2020	6/1/2040	50,044	-
HJD Landlord LLC	466,000	3	2016	4/1/2036	466,000	4,111
Interstate Building LLP	300,000	3	2010	9/22/2015	219,137	18,540
<b>Urban Development</b>						
<b>Action Grant</b>						
40 Main, LLC - Note A	300,000	-	2009	6/30/2036	241,250	16,250
<b>Downtown Housing Incentive Loan</b>						
Caradco Landlord, LLC	4,500,000	3	2012	6/1/2030	3,299,296	119,314
40 Main Real Estate Loan	156,583	-	2009	8/1/2022	156,583	-
<b>Sales Tax Construction</b>						
<b>DB&amp;T Community</b>						
Development Corporation	1,700,000	-	2012	2/1/2032	1,700,000	1,700,000
					<u>\$ 6,525,215</u>	<u>\$ 1,893,580</u>

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

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**NOTE 4 – NOTES RECEIVABLE (continued)**

	<u>Interest Rate</u>	<u>Balance</u>	<u>Current Portion</u>
Community Development Installment Loans Receivables			
Residential Rehabilitation Installment Loan Programs			
First Time Home Buyers	6 % \$	249,879	\$ 57,000
Local Housing Assistance Program (LHAP)	6	25,120	4,000
Homebuyers Assistance Program	6	1,294,797	109,000
Infill	6	221,652	1,000
RRP Reserve	-	160,601	55,000
Washington Neighborhood Revitalize	-	38,304	1,000
The Accessibility Rehabilitation Program (for rentals)	6	306,019	4,000
Iowa Finance Authority	-	896,029	23,373
HOME Program (1)	-	135,086	17,000
Historic Preservation Revolving Loan Fund/Historic Preservation Housing Forgivable Loan Program	6	34,248	5,000
MicroLending	-	89,987	6,000
TIF Receivables			
Roasting Solutions	-	289,800	289,800
		<u>\$ 3,741,522</u>	<u>\$ 572,173</u>

(1) Principal payments deferred if one tenant is low income

At December 31, 2019, Dubuque Initiatives and Subsidiaries had the following notes receivable:

City of Dubuque, 5.00%, unsecured, matures July 2023	\$ 152,332
Less: current maturities	<u>(47,065)</u>
Noncurrent portion	<u>\$ 105,267</u>

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

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**NOTE 5 – INTERFUND BALANCES AND TRANSFERS**

Interfund balances at June 30, 2020, include amounts due to/from other funds. Interfund balances are as follows:

	Due From Other Funds	Due To Other Funds
Governmental activities:		
General Fund	\$ 456,500	\$ -
Nonmajor Governmental	-	456,500
	<u>\$ 456,500</u>	<u>\$ 456,500</u>

These balances result from a time lag between the date that 1) transactions are recorded in the accounting system, and 2) payments between funds are made.

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

**NOTE 5 – INTERFUND BALANCES AND TRANSFERS (continued)**

Interfund transfers for the year ended June 30, 2020, consisted of the following:

Transfer to	Transfers From						Total
	General	Tax Increment Financing	Nonmajor Governmental	Sewer Disposal Works	Water Utility	Parking Facilities	
General	\$ -	\$ 433,860	\$ 3,787,970	\$ 174,562	\$ 142,884	\$ -	\$ 4,539,276
Tax increment financing	-	-	-	-	-	513,374	513,374
Community development	-	100,000	11,000	-	-	-	111,000
Debt service	1,109,870	6,298,308	921,184	-	-	-	8,329,362
Nonmajor Governmental	538,407	2,320,880	793,901	-	-	-	3,653,188
Water utility	-	942,591	6,880	-	-	-	949,471
Stormwater utility	299,600	-	183,682	-	-	-	483,282
Parking facilities	-	414,246	-	-	-	-	414,246
Nonmajor enterprise	1,695,964	-	-	-	-	-	1,695,964
	<u>\$ 3,643,841</u>	<u>\$ 10,509,885</u>	<u>\$ 5,704,617</u>	<u>\$ 174,562</u>	<u>\$ 142,884</u>	<u>\$ 513,374</u>	<u>\$ 20,689,163</u>

Net capital assets of \$7,655,090 and \$194,403 were transferred from governmental capital assets to Storm Water Utility and Parking Facilities, respectively. The transfer was reported as a capital contribution in the Storm Water Utility and Parking Facilities Funds. No amounts were reported in the governmental funds, as the amounts did not involve the transfer of financial resources.

Transfers are used to (1) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them, (2) move receipts restricted to debt service from the funds collecting the receipts to the debt service fund as debt service payments become due, (3) use unrestricted revenues collected in the general fund to finance various programs accounted for in other funds in accordance with budgetary authorizations, and (4) fund capital projects.



**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

**NOTE 6 – CAPITAL ASSETS**

Capital asset activity for the year ended June 30, 2020, was as follows:

**Primary Government:**

Governmental activities:

	Beginning Balance	Transfers In	Transfers Out	Increases	Decreases	Ending Balance
Capital assets, not being depreciated:						
Land	\$ 78,777,621	\$ -	\$ -	\$ 1,005,397	\$ (451,489)	\$ 79,331,529
Construction in Progress	56,019,935	-	(7,849,493)	17,549,977	(6,463,664)	59,256,755
Total Capital assets, not being depreciated	<u>134,797,556</u>	<u>-</u>	<u>(7,849,493)</u>	<u>18,555,374</u>	<u>(6,915,153)</u>	<u>138,588,284</u>
Capital assets, being depreciated:						
Buildings	141,858,066	-	-	271,247	(2,573,477)	139,555,836
Improvements other than buildings	25,455,654	-	-	785,234	(1,514,202)	24,726,686
Machinery and equipment	51,673,620	-	-	3,624,057	(2,916,035)	52,381,639
Infrastructure	236,909,111	-	-	2,627,476	(96,177)	239,440,410
Total capital assets, being depreciated	<u>455,896,451</u>	<u>-</u>	<u>-</u>	<u>7,308,014</u>	<u>(7,099,891)</u>	<u>456,104,574</u>
Less accumulated depreciation for:						
Buildings	(45,863,885)	-	-	(2,398,084)	2,509,135	(45,752,834)
Improvements other than buildings	(12,474,217)	-	-	(880,192)	614,834	(12,739,575)
Machinery and Equipment	(29,858,954)	-	-	(3,297,882)	2,745,936	(30,410,900)
Infrastructure	(82,277,181)	-	-	(3,725,891)	76,942	(85,926,130)
Total accumulated depreciation	<u>(170,474,237)</u>	<u>-</u>	<u>-</u>	<u>(10,302,049)</u>	<u>5,946,847</u>	<u>(174,829,436)</u>
Total capital assets, being depreciated, net	<u>285,422,214</u>	<u>-</u>	<u>-</u>	<u>(2,994,035)</u>	<u>(1,153,044)</u>	<u>281,275,135</u>
Governmental activities capital assets, net	<u>\$ 420,219,770</u>	<u>\$ -</u>	<u>\$ (7,849,493)</u>	<u>\$ 15,561,339</u>	<u>\$ (8,068,197)</u>	<u>\$ 419,863,419</u>

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

**NOTE 6 – CAPITAL ASSETS (continued)**

Business-type activities:

	Beginning Balance	Transfers In	Transfers Out	Increases	Decreases	Ending Balance
Capital assets, not being depreciated:						
Land	\$ 24,805,263	\$ -	\$ -	\$ -	\$ (11,440)	\$ 24,793,823
Construction in progress	11,853,774	7,849,493	-	17,557,084	(3,147,026)	34,113,325
Total Capital assets, not being depreciated	36,659,037	7,849,493	-	17,557,084	(3,158,466)	58,907,148
Capital assets, being depreciated:						
Buildings	159,586,137	-	-	-	(346,112)	159,240,025
Improvements other than buildings	177,818,388	-	-	916,199	(184,291)	178,550,296
Machinery and equipment	113,861,028	-	-	2,922,367	(1,709,810)	115,073,585
Total capital assets, being depreciated	451,265,553	-	-	3,838,566	(2,240,213)	452,863,906
Less accumulated depreciation for:						
Buildings	(55,366,625)	-	-	(2,118,361)	346,112	(57,138,874)
Improvements other than buildings	(36,575,209)	-	-	(3,004,617)	147,340	(39,432,486)
Machinery and equipment	(44,480,324)	-	-	(3,768,419)	1,542,838	(46,705,905)
Total accumulated depreciation	(136,422,158)	-	-	(8,891,397)	2,036,290	(143,277,265)
Total capital assets, being depreciated, net	314,843,395	-	-	(5,052,831)	(203,923)	309,586,641
Business-type activities capital assets, net	<u>\$ 351,502,432</u>	<u>\$ 7,849,493</u>	<u>\$ -</u>	<u>\$ 12,504,253</u>	<u>\$ (3,362,389)</u>	<u>\$ 368,493,789</u>

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

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**NOTE 6 – CAPITAL ASSETS (continued)**

Depreciation expense was charged to functions/programs for the primary government as follows:

Governmental activities:	
Public safety	\$ 929,175
Public works	6,155,998
Health and social services	5,496
Culture and recreation	2,260,698
Community and economic development	68,541
General government	841,274
Capital assets held by the government's internal service funds are charged to various functions based on their usage of their assets	40,867
Total depreciation expense - governmental activities	<u>\$ 10,302,049</u>
Business-type activities:	
Sewage disposal works	\$ 3,425,283
Water utility	1,212,928
Stormwater utility	1,921,046
Parking facilities	1,173,158
Refuse collection	317,135
Salt	27,639
Transit system	814,208
Total depreciation expense - business-type activities	<u>\$ 8,891,397</u>

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

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**NOTE 6 – CAPITAL ASSETS (continued)**

**Dubuque Metropolitan Area Solid Waste Agency (Component Unit):**

	Beginning Balance	Increases	Decreases	Ending Balance
Capital assets, not being depreciated:				
Land	\$ 2,737,804	\$ -	\$ -	\$ 2,737,804
Construction in progress	556,340	2,990,607	(251,348)	3,295,599
Total Capital assets, not being depreciated	3,294,144	2,990,607	(251,348)	6,033,403
Capital assets, being depreciated:				
Buildings	386,779	-	-	386,779
Improvements other than buildings	16,901,278	251,348	(1,249,069)	15,903,557
Machinery and equipment	4,112,793	332,000	(454,625)	3,990,168
Total capital assets, being depreciated	21,400,850	583,348	(1,703,694)	20,280,504
Less accumulated depreciation for:				
Buildings	(74,124)	(13,938)	-	(88,062)
Improvements other than buildings	(7,467,760)	(351,046)	1,249,069	(6,569,737)
Machinery and equipment	(2,804,766)	(199,240)	234,025	(2,769,981)
Total accumulated depreciation	(10,346,650)	(564,224)	1,483,094	(9,427,780)
Total capital assets, being depreciated, net	11,054,200	19,124	(220,600)	10,852,724
Dubuque Metropolitan Area Solid Waste, capital assets	<u>\$ 14,348,344</u>	<u>\$ 3,009,731</u>	<u>\$ (471,948)</u>	<u>\$ 16,886,127</u>

Depreciation expense of \$564,224 was charged to the Dubuque Metropolitan Area Solid Waste Agency.

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

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**NOTE 6 – CAPITAL ASSETS (continued)**

**Dubuque Initiatives (Component Unit):**

	Beginning Balance	Increases	Decreases	Ending Balance
Capital assets, not being depreciated:				
Land	\$ 100,000	\$ -	\$ (100,000)	\$ -
Total Capital assets, not being depreciated	100,000	-	(100,000)	-
Capital assets, being depreciated:				
Buildings & Land Improvements	12,000,000	-	(12,000,000)	-
Other Property	31,735	-	(31,735)	-
Total capital assets, being depreciated	12,031,735	-	(12,031,735)	-
Less accumulated depreciation for:				
Buildings	(472,744)	(474,665)	947,409	-
Improvements other than buildings	(30,629)	(73)	30,702	-
Total accumulated depreciation	(503,373)	(474,738)	978,111	-
Total capital assets, being depreciated, net	11,528,362	(474,738)	(11,053,624)	-
Dubuque Initiatives, capital assets	<u>\$ 11,628,362</u>	<u>\$ (474,738)</u>	<u>\$ (11,153,624)</u>	<u>\$ -</u>

The Dubuque Initiatives component unit entered into an agreement to sell the Roshek Building in exchange for cash proceeds of \$9,527,861 and various other non-cash considerations of \$2,472,139. As a result of this transaction, Roshek Building, LLC results from operations have been reported as miscellaneous income on the government wide statement of net position.

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

**NOTE 7 – LONG-TERM DEBT**

**General Obligation Bonds.** The City issues general obligation bonds to provide funds for the acquisition and construction of major capital facilities. General obligation bonds have been issued for both governmental and business-type activities. The original amount of general obligation bonds issued in prior years was \$114,120,500. During fiscal year 2020, the City issued \$4,240,000 of general obligation bonds, which was used for a current refunding of bonds. The City refunded \$4,370,000 of general obligation bonds. The refunding was undertaken to reduce total debt service payments. The results of the transaction is a reduction of \$193,675 in future debt service payments for an economic gain of \$167,292.

General obligation bonds are direct obligations and pledge the full faith and credit of the City. These bonds generally are issued as serial bonds with varying amounts of principal maturing annually and with interest payable semi-annually. General obligation bonds outstanding at June 30, 2020, are as follows:

Purpose	Date of Issue	Maturity Dates	Interest Rates	Amount Originally Issued	Amount Outstanding End of Year
Corporate Purpose Series 2012A	03/15/2012	06/01/14-06/01/31	2.00-3.00	\$ 4,380,000	\$ 2,890,000
Corporate Purpose and Refund Series 2012B	03/15/2012	06/01/13-06/01/31	2.00-3.13	7,495,000	4,900,000
Corporate Purpose (taxable) Series 2012C	06/28/2012	06/01/14-06/01/32	2.00-3.90	6,965,000	4,810,000
Corporate Purpose Series 2012D	06/28/2012	06/01/14-06/01/32	2.00-3.46	7,175,000	-
Corporate Purpose Series 2012E	12/12/2012	06/01/14-06/01/32	2.00-3.00	3,640,000	2,190,000
Corporate Purpose (taxable) Series 2012F	12/10/2012	06/01/14-06/01/22	1.00-2.20	1,035,000	275,000
Corporate Purpose Series 2012H	12/10/2012	06/01/15-06/01/32	2.00-3.00	2,385,000	1,520,000
Corporate Purpose (taxable) and Refund Series 2012I	12/04/2013	06/01/13-06/01/21	0.30-2.20	7,285,000	50,000
Corporate Purpose Series 2014B	12/08/2014	06/01/16-06/01/34	3.00-3.65	18,835,000	15,845,000
Corporate Purpose (taxable) Series 2014C	12/08/2014	06/01/16-06/01/34	3.00-4.16	7,615,000	7,045,000
Corporate Purpose Series 2016A	04/04/2016	06/01/17-06/01/35	2.00-3.75	2,830,000	2,310,000
Corporate Purpose Refunding Series 2016B	04/04/2016	06/01/16-06/01/28	2.00-3.00	10,920,000	5,025,000
Corporate Purpose Series 2016C	04/04/2016	06/01/17-06/01/35	2.00-3.13	4,145,000	3,420,000
Corporate Purpose Series 2017A	04/17/2017	06/01/18-06/01/30	3.00	8,495,000	4,925,000
Corporate Purpose Refunding Series 2017B	04/17/2017	06/01/18-06/01/30	3.00	9,745,500	7,730,000
Corporate Purpose Refunding Series 2017C	04/17/2017	06/01/18-06/01/30	3.00-3.45	2,120,000	1,745,000
Corporate Purpose Series 2018A	03/19/2018	06/01/18-06/01/31	3.00-4.00	4,950,000	4,300,000
Corporate Purpose Refunding Series 2018B	03/19/2018	06/01/18-06/01/26	3.00-3.15	1,005,000	785,000
Corporate Purpose Series 2019A	06/20/2019	06/01/22-06/01/39	3.00	2,240,000	2,240,000
Corporate Purpose Series 2019B	06/20/2019	06/20/20-06/01/27	3.00	860,000	755,000
Corporate Purpose Refunding Series 2019C	07/03/2019	06/01/20-06/01/32	3.00	4,240,000	3,905,000
				<u>\$ 118,360,500</u>	<u>\$ 76,665,000</u>

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

**NOTE 7 – LONG-TERM DEBT (continued)**

Annual debt service requirements to maturity for general obligation bonds are as follows:

Fiscal Year June 30	Governmental Activities		Business-type Activities	
	Principal	Interest	Principal	Interest
2021	\$ 4,578,192	\$ 1,227,824	\$ 2,916,809	\$ 1,097,008
2022	3,452,405	1,108,727	3,007,595	1,013,605
2023	3,334,048	1,022,235	3,065,952	927,079
2024	3,079,188	936,395	3,020,812	835,757
2025	3,186,488	856,404	2,983,512	745,541
2026-2030	15,692,123	2,945,283	13,807,558	2,382,542
2031-2035	7,268,961	746,305	6,596,358	556,627
2036-2039	593,748	74,959	81,251	6,191
Total	<u>\$ 41,185,153</u>	<u>\$ 8,918,132</u>	<u>\$ 35,479,847</u>	<u>\$ 7,564,350</u>

**Tax Increment Financing Bonds.** The City issues tax increment financing bonds to provide funds for urban renewal projects. The City pledges property tax revenues from the tax increment financing districts to pay debt service. These bonds are generally issued as serial bonds with varying amounts of principal maturing annually and with interest payable semi-annually. Tax increment financing bonds outstanding at June 30, 2020, are as follows:

Purpose	Date of Issue	Maturity Dates	Interest Rates	Amount Originally Issued	Amount Outstanding End of Year	Current Portion
Diamond Jo Parking Ramp	10/16/07	06/01/11-06/01/37	7.50%	<u>\$ 23,025,000</u>	<u>\$ 18,985,000</u>	<u>\$ 590,000</u>

Annual debt service requirements to maturity for tax increment financing bonds are as follows:

Fiscal Year June 30	Governmental Activities	
	Principal	Interest
2021	\$ 590,000	\$ 1,423,875
2022	635,000	1,379,625
2023	680,000	1,332,000
2024	730,000	1,281,000
2025	785,000	1,226,250
2026-2030	4,910,000	5,173,625
2031-2035	7,045,000	3,014,625
2036-2037	3,610,000	411,000
Total	<u>\$ 18,985,000</u>	<u>\$ 15,242,000</u>

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

**NOTE 7 – LONG-TERM DEBT (continued)**

**Revenue Bonds.** The City also issues bonds where the City pledges income derived from the acquired or constructed assets to pay debt service. These bonds are generally issued as serial bonds with varying amounts of principal maturing annually and with interest payable semi-annually. Revenue bonds outstanding at June 30, 2020, are as follows:

Purpose	Date of Issue	Maturity Dates	Interest Rates	Amount Originally Issued	Amount Outstanding End of Year
Water Utility Series 2008D	11/04/2008	06/01/10-06/01/23	3.00-5.00 %	\$ 1,195,000	\$ 315,000
Water Utility Series 2010D	09/21/2010	06/01/12-06/01/30	2.00-4.00	5,700,000	3,850,000
Sales Tax Incremental 2014	06/14/2014	06/01/23-06/01/29	4.00-5.00	7,190,000	7,190,000
Sales Tax Incremental 2015A	06/15/2015	06/01/23-06/01/31	3.25-4.00	20,800,000	20,800,000
				<u>\$ 34,885,000</u>	<u>\$ 32,155,000</u>

The City has pledged future water customer revenues, net of specified operating expenses, to repay \$1,195,000 of water revenue bonds, issued in November 2008, to provide financing for water main replacements and repairs, construction of water main extensions, and the acquisition and installation of a pump station radio communication equipment and facilities. The bonds are payable solely from water customer net operating revenues and are payable through 2023. The City has pledged future water customer revenues, net of specified operating expenses, to repay \$5,700,000 of water revenue bonds, issued in November 2010, to provide funds to pay costs of constructing and equipping improvements, and extensions to the municipal water system. The bonds are payable solely from water customer net operating revenues and are payable through 2030. Net operating income is expected to equal or exceed 125% of the annual principal and interest payments on both bonds.

The City shall at all times prescribe, fix, and maintain and collect rates, fees and other charges for their services and facilities furnished by the system that are fully sufficient at all times which will (a) equal at least 125% of the debt service requirement of all bonds and parity obligations then outstanding for the year of computation; (b) enable the City to make all required payments, if any, into the debt service reserve fund. For the current year, principal and interest paid and total customer net revenues (operating revenues, plus interest earnings, plus depreciation expense) were \$501,658 and \$3,898,159, respectively.

Except with respect to the Senior SRF Bonds, or any future SRF bonds, the City covenants to establish and maintain a debt service reserve fund in the amount determined to be a reasonable reserve for the payment of principal and interest on the Bonds and outstanding parity obligations, (b) the maximum annual principal and interest requirements on the bonds and outstanding parity obligations, or (c) 125% of the average annual principal and interest requirements on the bonds.

During the year ended June 30, 2020, the City was in compliance with the revenue bonds' provisions.

Pursuant to the Master Resolutions, approved by the City Council, Sales Tax Increment Revenues received as a result of the Flood Mitigation Program under the Award Agreement shall be applied solely for the benefit of the holders of the Series 2016A Bonds \$20,800,000, and outstanding from time to time, any other Senior Bonds, the Series 2014 Bonds, \$7,190,000 and any other second lien bonds that may be issued in the future under the Master Resolution. The bonds provide financing for costs for acquisition, construction and installation and equipping of the Bee Branch Watershed Flood Mitigation Project.

The total principal and interest remaining to be paid on all revenue bonds is \$39,908,833.



**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

**NOTE 7 – LONG-TERM DEBT (continued)**

The City issued \$7,190,000 Sales Tax Increment Revenue Bonds, June 2014 and \$20,800,000 June 2016, for the purpose of paying costs of the acquisition, construction and installation and equipping of the Bee Branch Watershed Flood Mitigation Project. The master resolution establishes a Debt Service Reserve Account that may secure one or more series of Bonds. Upon the issuance of the Series 2016A Bonds a deposit of \$2,080,000 was made into the Debt Service Reserve Account, and the Series 2016A Bonds shall be secured by amounts held in the Debt Service Reserve Account. The Series 2014 Bonds are revenue bonds secured by and payable as provided in the Master Resolution from all Pledged Revenues which are pledged under the Master Resolution to the payment of the principal and interest of the Series 2014 Bonds. There shall be no deposit made into the Debt Service Reserve Account for Series 2014 Bonds, there is no debt service reserve requirement applicable to the Series 2014 Bonds, and Series 2014 Bonds shall not be secured by any amounts held in the Debt Service Reserve Account.

Revenue bond debt service requirements to maturity are as follows:

Fiscal Year June 30	Business-type Activities	
	Principal	Interest
2021	\$ 340,000	\$ 922,698
2022	355,000	910,598
2023	2,490,000	897,275
2024	3,535,000	1,139,525
2025	3,680,000	1,000,844
2026-2030	16,030,000	2,547,493
2031	5,725,000	335,400
Total	<u>\$ 32,155,000</u>	<u>\$ 7,753,833</u>

**Notes Payable.** Notes payable have been issued to provide funds for economic development and for the purchase of capital assets. Notes payable at June 30, 2020, are as follows:

Purpose	Date of Issue	Maturity Dates	Interest Rates	Amount Originally Issued	Amount Outstanding End of Year	Current Portion
40 Main LLC	08/06/09	06/30/11-06/30/21	6.50 %	<u>\$ 690,529</u>	<u>\$ 91,860</u>	<u>\$ 91,860</u>

During Fiscal Year 2010, the City issued \$690,529 Urban Renewal Tax Increment Revenue Notes, Taxable Series 2009 (40 Main LLC Project). Interest is payable each December 31 and June 30 at a rate of 6.50%. Principal payments are due each December 31 and June 30 and range from \$24,764 to \$45,195 with final maturity in 2021. The proceeds were used for the construction of eighteen apartments for market-rate rental and 7,800 square feet of retail space by the Developer on the Development Property in accordance with the terms of the Development Agreement. The debt is owned by Premier Bank and; therefore, constitutes a direct borrowing.

Annual debt service requirements to maturity for notes payable are as follows:

Fiscal Year June 30	Governmental Activities	
	Principal	Interest
2021	<u>\$ 91,860</u>	<u>\$ 3,549</u>

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

**NOTE 7 – LONG-TERM DEBT (continued)**

**Capital Loan Notes.** Revenue capital loan notes have been issued for the planning and construction of sewer, stormwater, and water capital projects through the State of Iowa State Revolving Loan Funds. The City issued an additional \$5,000 of SRF debt in 2020 as part of the Bee Branch stormwater construction project, \$5,000 for green alley projects reducing stormwater run off, \$80,136 for the Catfish Creek stabilization project, \$1,120,000 for CIWA purchase, \$866,260 for Kerper sewer project, \$2,400,024 for Roosevelt tower, \$31,678 for Eagle Point Park project, and \$5,970,053 for upper Bee Branch culverts. The City has pledged income derived from the acquired or constructed assets to pay debt service. Capital loan notes payable at June 30, 2020, are as follows:

Purpose	Date Authorized	Final Maturity Date	Interest Rates	Amount Authorized	Amount Outstanding End of Year	Current Portion
Clear Wells	10/18/07	06/01/28	2.00 %	\$ 1,037,000	\$ 435,000	\$ 48,000
West 32nd St. Detention Basin	01/14/09	06/01/28	2.00	1,847,000	876,000	98,000
North Catfish Creek Stormwater	01/13/10	06/01/30	2.00	800,000	463,000	40,000
North Catfish Creek Sewer	01/13/10	06/01/30	2.00	912,000	529,000	46,000
Water Meter Replacement	02/12/10	06/01/30	2.00	7,676,000	1,991,000	154,000
Water and Resource Recovery Center	08/18/10	06/01/39	2.00	74,285,000	57,961,000	2,538,000
Bee Branch Stormwater	10/27/10	06/01/41	3.25	7,850,000	6,224,000	211,000
Cogeneration	05/17/13	06/01/33	2.00	3,048,000	2,116,000	144,000
Meter Replacement Sewer	05/31/13	06/01/30	3.25	3,058,000	1,991,000	154,000
Bee Branch Stormwater	06/19/15	06/01/37	1.43	32,446,000	27,682,726	1,176,000
CIWA Purchase	07/07/17	06/01/37	2.00	10,198,000	4,908,761	512,000
Roosevelt Tower	09/22/17	06/01/40	2.00	4,400,000	2,844,187	181,000
Kerper Blvd	03/08/19	06/01/38	0.75	2,763,000	2,201,642	118,000
Bee Branch Culverts	06/07/19	06/01/40	2.00	16,382,000	6,742,332	674,000
				<u>\$ 166,702,000</u>	<u>\$ 116,965,648</u>	<u>\$ 6,094,000</u>

On October 18, 2007 the City entered into an agreement with the Iowa Finance Authority Drinking Water Program Revolving Loan Fund for a line of credit up to \$1.037 million. This line of credit was issued to finance the clear well improvements by the Water Fund. The interest rate for this line of credit is 2.00%. Annual payments began in Fiscal Year 2008, with the last payment in Fiscal Year 2028. The note payable is payable solely from the Water Fund. The debt is owned by the Iowa Finance Authority and; therefore, constitutes direct borrowing.

On January 14, 2009 the City entered into an agreement with the Iowa Finance Authority Clean Water Program Revolving Loan Fund for a line of credit up to \$1.847 million. This line of credit was issued to finance the West 32nd Stormwater Detention Basin improvements by the Stormwater Fund. The interest rate for this line of credit is 2.00%. Annual payments began in Fiscal Year 2009, with the last payment in Fiscal Year 2028. The note payable is payable solely from the Stormwater Fund. The debt is owned by the Iowa Finance Authority and; therefore, constitutes direct borrowing.

On January 13, 2010 the City entered into an agreement with the Iowa Finance Authority Clean Water Program Revolving Loan Fund for a line of credit up to \$800,000. This line of credit was issued to finance the North Catfish Creek improvements by the Stormwater Fund. The interest rate for this line of credit is 2.00%. Annual payments began in Fiscal Year 2010, with the last payment in Fiscal Year 2030. The note payable is payable solely from the Stormwater Fund. The debt is owned by the Iowa Finance Authority and; therefore, constitutes direct borrowing.

On January 13, 2010 the City entered into an agreement with the Iowa Finance Authority Clean Water Program Revolving Loan Fund for a line of credit up to \$912,000. This line of credit was issued to finance the North Catfish Creek improvements by the Sanitary Sewer Fund. The interest rate for this line of credit is 2.00%. Annual payments began in Fiscal Year 2010, with the last payment in Fiscal Year

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

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**NOTE 7 – LONG-TERM DEBT (continued)**

2030. The note payable is payable solely from the Sanitary Sewer Fund. The debt is owned by the Iowa Finance Authority and; therefore, constitutes direct borrowing.

On February 12, 2010 the City entered into an agreement with the Iowa Finance Authority Drinking Water Program Revolving Loan Fund for a line of credit up to \$7.676 million. This line of credit was issued to finance the Water Meter Replacements by the Water Fund. The interest rate for this line of credit is 2.00%. Annual payments began in Fiscal Year 2010, with the last payment in Fiscal Year 2031. The note payable is payable solely from the Water Fund. The debt is owned by the Iowa Finance Authority and; therefore, constitutes direct borrowing.

On August 18, 2010 the City entered into an agreement with the Iowa Finance Authority Clean Water Program Revolving Loan Fund for a line of credit up to \$74.285 million. This line of credit was issued to finance the Water & Resource Recovery Center Renovation and the Green Alley Sponsorship Program by the Sanitary Sewer Fund. The interest rate for this line of credit is 2.00%. Annual payments began in Fiscal Year 2011, with the last payment in Fiscal Year 2039. The note payable is payable solely from the Sanitary Sewer Fund. The debt is owned by the Iowa Finance Authority and; therefore, constitutes direct borrowing.

On October 27, 2010 the City entered into an agreement with the Iowa Finance Authority Clean Water Program Revolving Loan Fund for a line of credit up to \$7.85 million. This line of credit was issued to finance the Lower Bee Branch Creek Restoration by the Stormwater Fund. The interest rate for this line of credit is 3.25%. Annual payments began in Fiscal Year 2011, with the last payment in Fiscal Year 2041. The note payable is payable solely from the Stormwater Fund. The debt is owned by the Iowa Finance Authority and; therefore, constitutes direct borrowing.

On May 17, 2013 the City entered into an agreement with the Iowa Finance Authority Clean Water Program Revolving Loan Fund for a line of credit up to \$3.048 million. This line of credit was issued to finance the Water & Resource Recovery Center Cogeneration by the Sanitary Sewer Fund. The interest rate for this line of credit is 3.25%. Annual payments began in Fiscal Year 2011, with the last payment in Fiscal Year 2041. The note payable is payable solely from the Sanitary Sewer Fund. The debt is owned by the Iowa Finance Authority and; therefore, constitutes direct borrowing.

On May 31, 2013 the City entered into an agreement with the Iowa Finance Authority Clean Water Program Revolving Loan Fund for a line of credit up to \$3.058 million. This line of credit was issued to finance the Meter Replacements by the Sanitary Sewer Fund. The interest rate for this line of credit is 3.25%. Annual payments began in Fiscal Year 2011, with the last payment in Fiscal Year 2041. The note payable is payable solely from the Sanitary Sewer Fund. The debt is owned by the Iowa Finance Authority and; therefore, constitutes direct borrowing.

On June 19, 2015 the City entered into an agreement with the Iowa Finance Authority Clean Water Program Revolving Loan Fund for a line of credit up to \$31.418 million. This line of credit was issued to finance the Upper Bee Branch Creek Restoration project and Catfish Creek Sponsorship project by the Sales Tax Increment Fund. The interest rate for this line of credit is 1.43%. Annual payments began in Fiscal Year 2016, with the last payment in Fiscal Year 2037. The note payable is payable solely from the Sales Tax Increment Fund. The debt is owned by the Iowa Finance Authority and; therefore, constitutes direct borrowing.

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

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**NOTE 7 – LONG-TERM DEBT (continued)**

On July 7, 2017 the City entered into an agreement with the Iowa Finance Authority Drinking Water Program Revolving Loan Fund for a line of credit up to \$10.198 million. This line of credit was issued to finance the purchase of the Central Iowa Water Association Water System and Improvements by the Water Fund. The interest rate for this line of credit is 2.00%. Annual payments began in Fiscal Year 2018, with the last payment in Fiscal Year 2037. The note payable is payable solely from the Water Fund. The debt is owned by the Iowa Finance Authority and; therefore, constitutes direct borrowing.

On March 8, 2019 the City entered into an agreement with the Iowa Finance Authority Clean Water Program Revolving Loan Fund for a line of credit up to \$2.763 million. This line of credit was issued to finance the reconstruction of the Kerper Sanitary Sewer project and the Eagle Point Park Sponsorship Project by the Sanitary Sewer Fund. The interest rate for this line of credit is 0.75%. Annual payments began in Fiscal Year 2019, with the last payment in Fiscal Year 2038. The note payable is payable solely from the Sanitary Sewer Fund. The debt is owned by the Iowa Finance Authority and; therefore, constitutes direct borrowing.

On June 7, 2019 the City entered into an agreement with the Iowa Finance Authority Clean Water Program Revolving Loan Fund for a line of credit up to \$16.382 million. This line of credit was issued to finance the construction of the Bee Branch Creek Restoration Railroad Culverts project by the Stormwater Fund. The interest rate for this line of credit is 2.00%. Annual payments will begin in Fiscal Year 2020, with the last payment in Fiscal Year 2040. The note payable is payable solely from the Stormwater Fund. The debt is owned by the Iowa Finance Authority and; therefore, constitutes direct borrowing.

On August 9, 2019 the City entered into an agreement with the Iowa Finance Authority Drinking Water Facilities Financing Program Revolving Loan Fund for a line of credit up to \$4.4 million. This line of credit was issued to finance the Roosevelt Street water tower and water distribution improvements and the Eagle Point water treatment plant and water distribution improvements project by the Water Fund. The interest rate for this line of credit is 2.00%. Annual payments will begin in Fiscal Year 2020, with the last payment in Fiscal Year 2040. The note payable is payable solely from the Water Fund. The debt is owned by the Iowa Finance Authority and; therefore, constitutes direct borrowing.

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

**NOTE 7 – LONG-TERM DEBT (continued)**

Annual debt service requirements to maturity for capital loan notes are as follows:

Fiscal Year June 30	Business-type Activities	
	Principal	Interest
2021	\$ 6,094,000	\$ 2,249,380
2022	6,195,000	2,125,694
2023	6,313,000	2,012,040
2024	6,443,000	1,890,002
2025	6,573,000	1,765,389
2026-2030	33,535,093	8,120,610
2031-2035	27,156,186	4,992,402
2036-2040	24,255,369	1,171,454
2041	401,000	13,033
Total	<u>\$ 116,965,648</u>	<u>\$ 24,340,004</u>

At June 30, 2020, the City of Dubuque had \$14,911,317 of capital loan note funds available. These funds are available to the City by filing a disbursement request with the State of Iowa. The City expects to use the remaining available funds in fiscal year 2022. The Sewer Utility revenue capital loan notes covenants include a requirement for the utility to produce net revenue of at least 110% of the current year debt service requirement.

**Loans Payable.** Loans payable have been issued to fund several City projects. Loans payable at June 30, 2020, are as follows:

Purpose	Date of Issue	Maturity Dates	Interest Rates	Amount Originally Issued	Amount Outstanding End of Year	Current Portion
Parking Lot Purchase	07/08/08	01/01/09-07/01/23	5.0 %	\$ 400,000	\$ 152,330	\$ 63,545
Iowa Finance Authority	08/26/11	06/01/20-06/01/30	3.0	4,500,000	3,299,296	201,865
Bowling & Beyond Inc.	10/15/12	12/04/12-12/04/32	-	1,000,000	600,000	50,000
Central Iowa Water	12/01/16	12/01/17-12/01/21	3.0	5,000,000	2,000,000	1,000,000
				<u>\$ 10,900,000</u>	<u>\$ 6,051,626</u>	<u>\$ 1,315,410</u>

On July 8, 2008, the City issued a \$400,000 loan. Interest is payable each July 1 and January 1 at a rate of 5.00%. Principal payments are due each July 1 and January 1 and range from \$9,111 to \$18,645 with final maturity in 2024. The proceeds were used to purchase parking lots 87, 88, and the north 20 feet 3 inches of lot 86. The debt is owned by Dubuque Initiatives and; therefore, constitutes a direct borrowing.

On August 26, 2011, the City issued \$4.5 million loan. Interest is payable each December 1 and June 1 at a rate of 3.00%. Principal payments are due each December 1 and June 1 and range from \$82,922 to \$2,582,540 with final maturity in 2030. The proceeds were used to pay costs of funding workforce housing assistance loans to private developers constructing improvements and rehabilitating historic buildings for residential and commercial use in the Greater Downtown Urban Renewal Area. The debt is owned by the Iowa Finance Authority and; therefore, constitutes a direct borrowing.

On October 15, 2012, the City terminated the leases with Bowling & Beyond Dubuque, Inc. and entered into a lease buyout agreement. The purchase price is \$1.0 million. There is no interest. Principal payments are due each July 25 in the amount of \$50,000 with final maturity in 2032. The debt is owned by Michael K. Schmidt and; therefore, constitutes a direct borrowing.

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

**NOTE 7 – LONG-TERM DEBT (continued)**

On December 1, 2016, the City issued a \$5,000,000 loan. Interest is payable each December 1 at a rate of 3.00%. Principal payments of \$1 million are due each December 1 with final maturity in 2022. The proceeds were used to purchase water supply, service and territory. The debt is owned by Iowa Association of Regional Utilities (D/B/A Central Iowa Water Association) and; therefore, constitutes a direct borrowing.

Annual debt service requirements to maturity for loans payable are as follows:

Fiscal Year June 30	Governmental Activities		Business-type Activities	
	Principal	Interest	Principal	Interest
2021	\$ 251,865	\$ 98,979	\$ 1,063,545	\$ 72,899
2022	257,921	92,923	1,034,205	34,017
2023	264,159	86,685	35,937	2,285
2024	270,583	80,261	18,645	466
2025	277,201	73,643	-	-
2026-2030	2,477,567	216,665	-	-
2031-2032	100,000	-	-	-
Total	<u>\$ 3,899,296</u>	<u>\$ 649,156</u>	<u>\$ 2,152,332</u>	<u>\$ 109,667</u>

**Changes in Long-term Liabilities.** Long-term liability activity for the year ended June 30, 2020, was as follows:

	Balance Beginning of Year	Additions	Reductions	Balance End of Year	Due Within One Year
<b>Governmental activities:</b>					
General obligation bonds	\$ 46,149,135	\$ 1,372,906	\$ (6,336,888)	\$ 41,185,153	\$ 4,578,192
Unaccreted premium	812,091	62,184	(34,124)	840,151	-
Unamortized discounts	(43,398)	-	3,607	(39,791)	-
Total general obligation bonds	<u>46,917,828</u>	<u>1,435,090</u>	<u>(6,367,405)</u>	<u>41,985,513</u>	<u>4,578,192</u>
Tax increment financing bonds	19,535,000	-	(550,000)	18,985,000	590,000
Unamortized discounts	(168,566)	-	8,872	(159,694)	-
Total tax increment financing bonds	<u>19,366,434</u>	<u>-</u>	<u>(541,128)</u>	<u>18,825,306</u>	<u>590,000</u>
Notes payable	176,054	-	(84,194)	91,860	91,860
Loans payable	3,984,110	-	(84,816)	3,899,294	251,865
Compensated absences	5,576,544	3,152,842	(2,713,127)	6,016,259	404,373
<b>Total governmental activities</b>	<u>\$ 76,020,970</u>	<u>\$ 4,587,932</u>	<u>\$ (9,790,670)</u>	<u>\$ 70,818,232</u>	<u>\$ 5,916,290</u>
<b>Business-type activities:</b>					
General obligation bonds	\$ 38,550,865	\$ 2,867,094	\$ (5,938,113)	\$ 35,479,846	\$ 2,916,809
Unaccreted premium	724,182	105,490	(62,354)	767,318	-
Unamortized discounts	(29,042)	-	2,734	(26,308)	-
Total general obligation bonds	<u>39,246,005</u>	<u>2,972,584</u>	<u>(5,997,733)</u>	<u>36,220,856</u>	<u>2,916,809</u>
Revenue bonds	32,485,000	-	(330,000)	32,155,000	340,000
Unaccreted premium	666,808	-	(66,360)	600,448	-
Unamortized discounts	(54,108)	-	4,927	(49,181)	-
Total revenue bonds	<u>33,097,700</u>	<u>-</u>	<u>(391,433)</u>	<u>32,706,267</u>	<u>340,000</u>
Notes payable	111,655,589	10,478,152	(5,168,094)	116,965,647	6,094,000
Loans payable	3,152,331	-	(1,000,000)	2,152,331	1,063,545
Compensated absences	704,575	349,193	(334,805)	718,963	60,060
<b>Total business-type activities</b>	<u>\$ 187,856,200</u>	<u>\$ 13,799,929</u>	<u>\$ (12,892,065)</u>	<u>\$ 188,764,064</u>	<u>\$ 10,474,414</u>

For the governmental activities, compensated absences are generally liquidated by the General Fund, Community Development Fund, and Section VIII Housing Fund.

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

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**NOTE 7 – LONG-TERM DEBT (continued)**

**Legal Debt Margin Calculation.**

Estimated actual value	\$ 4,785,964,957
Debt limit - 5% of total actual valuation	<u>239,298,248</u>
Debt applicable to limit	(109,020,970)
Legal debt margin	<u>\$ 130,277,278</u>

**Dubuque Metropolitan Area Solid Waste Agency**

**General Obligation Bonds.** Dubuque County, Iowa issued a general obligation landfill facilities bond to provide funds for the acquisition and construction of major capital facilities.

The Dubuque Area Metropolitan Solid Waste Agency will reimburse Dubuque County for interest and principal payments from operating revenue. These bonds generally are issued as serial bonds with varying amounts of principal maturing annually and with interest payable semi-annually. The amount outstanding as of June 30, 2020 is as follows:

Purpose	Date of Issue	Maturity Date	Interest Rate	Amount Originally Issued	Amount Outstanding End of Year
Landfill Facility	12/30/2014	06/01/16-06/01/34	2.0-4.0 %	\$ 4,500,000	\$ 3,535,000
Landfill Facility	12/28/2016	06/01/17-06/01/36	3.0	5,100,000	4,385,000
				<u>\$ 9,600,000</u>	<u>\$ 7,920,000</u>

Annual debt service requirements to maturity of the general obligation bond is as follows:

Fiscal Year June 30	Principal	Interest
2021	\$ 425,000	\$ 238,359
2022	435,000	225,609
2023	450,000	210,459
2024	465,000	198,609
2025	475,000	186,065
2026-2030	2,605,000	719,488
2031-2035	2,725,000	300,435
2036	340,000	11,050
Total	<u>\$ 7,920,000</u>	<u>\$ 2,090,074</u>

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

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**NOTE 7 – LONG-TERM DEBT (continued)**

**Changes in Long-Term Liabilities.** Long term liability activity for the year ended June 30, 2020 is as follows:

	Balance Beginning of Year	Additions	Reductions	Balance End of Year	Due Within One Year
General obligation bond	\$ 8,330,000	\$ -	\$ (410,000)	\$ 7,920,000	\$ 425,000
Unaccreted premium	217,529	-	(12,857)	204,672	-
Total general obligation bond	<u>\$ 8,547,529</u>	<u>\$ -</u>	<u>\$ (422,857)</u>	<u>\$ 8,124,672</u>	<u>\$ 425,000</u>



**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

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**NOTE 8 – RISK MANAGEMENT**

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance purchased from independent third parties and participates in a local government risk pool. The City assumes liability for deductibles and claims in excess of coverage limitations.

The City has established a Health Insurance Reserve Fund for insuring benefits provided to City employees and covered dependents which is included in the Internal Service Fund Type. Health benefits were self-insured up to an individual stop-loss amount of \$120,000, and an aggregate stop-loss of 125% of expected claims. Coverage from a private insurance company is maintained for losses in excess of the stop-loss amount. All claims handling procedures are performed by a third-party claims administrator. Incurred but not reported claims have been accrued as a liability based upon the claims administrator's estimate. Settled claims have not exceeded commercial coverage in any of the past three fiscal years. The estimated liability does not include any allocated or unallocated claims adjustment expense.

The City has established a Workers' Compensation Reserve Fund for insuring benefits provided to City employees which is included in the Internal Service Fund Type. Through May 15, 2020 workers' compensation benefits were self-insured up to a specific stop-loss amount of \$750,000, and an aggregate-stop loss consistent with statutory limits for 2020. Coverage from a private insurance company is maintained for losses in excess of the stop-loss amount. As of May 15, 2020 the City changed workers' compensation coverage providers. Under this new agreement, the City is fully insured for all claims with the exception of sworn Police Officers and Fire Fighters medical claims. All claims handling procedures are performed by a third-party claims administrator. Incurred but not reported claims have been accrued as a liability based upon the claims administrator's estimate. Settled claims have not exceeded commercial coverage in any of the past three fiscal years. The estimated liability does not include any allocated or unallocated claims adjustment expense. The City purchases private insurance to include sworn Police Officers and Fire Fighters medical claims under a self- insured retention of \$750,000 for each accident.

All funds of the City participate in both programs and make payments to the Health Insurance Reserve Fund and the Workers' Compensation Reserve Fund based on actuarial estimates of the amounts needed to pay prior and current year claims. The claims liability of \$873,589 in the Health Insurance Reserve Fund and \$499,557 in the Workers' Compensation Reserve Fund is based on the requirements of Governmental Accounting Standards Board Statement No. 10, which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated.

Changes in reported liabilities, all of which are expected to be paid within one year of year end, for the fiscal years ended June 30, 2020 and 2019, are summarized as follows:

	Health Insurance Reserve Fund	Workers' Compensation Reserve Fund
Liabilities at June 30, 2018	\$ 499,834	\$ 996,687
Claims and changes in estimates during fiscal year 2019	9,637,510	693,550
Claim payments	(9,161,398)	(667,147)
Liabilities at June 30, 2019	975,946	1,023,090
Claims and changes in estimates during fiscal year 2020	10,259,919	-
Claim payments	(10,362,276)	(523,533)
Liabilities at June 30, 2020	<u>\$ 873,589</u>	<u>\$ 499,557</u>

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

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**NOTE 8 – RISK MANAGEMENT (continued)**

The City is a member in the Iowa Communities Assurance Pool (Pool), as allowed by Chapter 670.7 of the Code of Iowa. The Pool is a local government risk-sharing pool whose 787 members include various governmental entities throughout the State of Iowa. The Pool was formed in August 1986 for the purpose of managing and funding third-party liability claims against its members. The Pool provides coverage and protection in the following categories: general liability, automobile liability, automobile physical damage, public officials' liability, police professional liability, property, inland marine, and boiler/machinery. The City acquires automobile physical damage coverage through the Pool. All other property, inland marine, and boiler/machinery insurance is acquired through commercial insurance. There have been no reductions in insurance coverage from prior years.

Each member's annual casualty contributions to the Pool fund current operations and provide capital. Annual operating contributions are those amounts necessary to fund, on a cash basis, the Pool's general and administrative expenses, claims, claims expenses, and reinsurance expenses due and payable in the current year, plus all or any portion of any deficiency in capital. Capital contributions are made during the first six years of membership and are maintained not to exceed 300 percent of the total current members' basis rates or to comply with the requirements of any applicable regulatory authority having jurisdiction over the Pool.

The Pool also provides property coverage. Members who elect such coverage make annual property operating contributions which are necessary to fund, on a cash basis, the Pool's general and administrative expenses and reinsurance premiums, all of which are due and payable in the current year, plus all or any portion of any deficiency in capital. Any year-end operating surplus is transferred to capital. Deficiencies in operations are offset by transfers from capital and, if insufficient, by the subsequent year's member contributions. The City has property insurance coverage in addition to the Pool.

The City's property and casualty contributions to the risk pool are recorded as expenditures from its operating funds at the time of payment to the risk pool. The City's annual contributions to the Pool for the year ended June 30, 2020, were \$986,843.

The Pool uses reinsurance and excess risk-sharing agreements to reduce its exposure to large losses. The Pool retains general, automobile, police professional, and public officials' liability risks up to \$500,000 per claim. Excess coverage is provided for claims exceeding \$500,000 under various reinsurance agreements. Property and automobile physical damage risks are retained by the Pool up to \$250,000 each occurrence, each location, with excess coverage reinsured on an individual-member basis.

The Pool's Iowa Risk Management Agreement with its members provides that in the event a casualty claim, property loss or series of claims exceeds the amount of risk-sharing protection provided by the member's risk-sharing certificate, or in the event that a series of casualty claims exhausts total members' equity plus any reinsurance and any excess risk-sharing recoveries, then payment of such claims shall be the obligation of the respective individual member. As of June 30, 2020, settled claims have not exceeded the risk pool or reinsurance company coverage since the Pool's inception.

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

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**NOTE 8 – RISK MANAGEMENT (continued)**

Members agree to continue membership in the Pool through the Iowa Risk Management Agreement for a period of not less than one full year. After such period, a member who has given 60 days' prior written notice may withdraw from the Pool. Upon withdrawal, a formula set forth in the Pool's intergovernmental contract with its members is applied to determine the amount (if any) to be refunded to the withdrawing member.

**NOTE 9 – COMMITMENTS AND CONTINGENT LIABILITIES**

**Grants**

The City has received financial assistance from numerous federal and state agencies in the form of grants and entitlements. The disbursement of funds received under these programs generally requires compliance with terms and conditions specified in the grant agreements and is subject to audit by the grantor agencies. Any disallowed claims resulting from such audits could become a liability of the applicable fund. However, in the opinion of management, liabilities resulting from disallowed claims, if any, will not have a material effect on the City's financial position as of June 30, 2020.

**Litigation**

The City Attorney reported that various claims and lawsuits were on file against the City.

The City Attorney has estimated that all potential settlements and lawsuits against the City not covered by insurance would not materially affect the financial position of the City. The City has authority to levy additional taxes (outside the regular limit) to cover uninsured judgments against the City.

**Construction Contracts**

The City has recognized as a liability only that portion of construction contracts representing construction completed through June 30, 2020. The City has additional commitments for signed construction contracts of \$24,645,567 as of June 30, 2020. These commitments will be funded by federal and state grants, cash reserves, and bond proceeds.

Dubuque Metropolitan Area Solid Waste Agency has recognized a liability for only that portion of construction contracts representing construction completed through June 30, 2020. DMASWA has an additional commitments for a signed construction contracts of \$1,350,786 as of June 30, 2020. These commitments will be partially funded by bond proceeds.

**Southwest Arterial**

The City is currently in process of constructing the Southwest Arterial. As of June 30, 2020, the City has expended \$52,182,117 on the project. Upon completion of the project, the Southwest Arterial will be reverted to the State of Iowa.

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

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**NOTE 10 – OTHER POST EMPLOYMENT BENEFITS (OPEB)**

Plan Description - The City operates a single-employer retiree benefit plan which provides postemployment benefits for eligible participants enrolled in the City-sponsored plans, which include the employees of the Dubuque Metropolitan Area Solid Waste Agency (a component unit). The Plan does not issue a stand-alone financial report. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement 75. The benefits are provided in the form of:

An implicit rate subsidy where pre-65 retirees receive health insurance coverage by paying a combined retiree/active rate for the self-insured medical and prescription drug plan.

An explicit rate subsidy where the City pays the full cost of a \$1,000 policy in the fully-insured life insurance plan.

To be eligible for the health insurance coverage, retirees must be at least 55 years old, have completed 4 years of service, and be vested with either the Iowa Public Employee's Retirement System (IPERS) or the Municipal Fire and Police Retirement System of Iowa (MFPRSI). In addition to the health eligibility coverage requirements, one must have belonged to a bargaining group to be eligible for life insurance benefits. There are approximately 543 active and 46 retired members in the plan, as of most recent actuarial valuation report.

Funding Policy - The contribution requirements of plan members are established and may be amended by the City. The City currently finances the retiree benefit plan on a pay-as-you-go basis.

Total OPEB Liability - The City's OPEB liability of \$5,882,693 was measured as of June 30, 2020, and was determined by an actuarial valuation as of June 30, 2020. The City's proportion is based on the number of employees in the plan. The City's proportion was 98.13% as of June 30, 2020.

Changes in the Total OPEB Liability

	Total OPEB Liability
Total OPEB Liability beginning of year	\$ 6,121,366
Changes for the year:	
Service cost	288,187
Interest	165,496
Other changes	(49,951)
Changes in experience	(242,264)
Changes in assumptions	(19,983)
Benefit payments	(380,158)
Net Changes	(238,673)
Total OPEB Liability end of year	\$ 5,882,693

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

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**NOTE 10 – OTHER POST EMPLOYMENT BENEFITS (OPEB) (continued)**

Actuarial Methods and Assumptions - The total OPEB liability in the June 30, 2020 actuarial valuation was determined using the following actuarial assumptions and the entry age normal actuarial cost method, applied to all periods included in the measurement.

Rate of inflation	
effective June 30, 2020	3.00% per annum
Rates of salary increase	4.00% per annum,
effective June 30, 2020	including inflation
Discount rate	2.66% compounded annually,
effective June 30, 2020	including inflation
Healthcare cost trend rate	6.50% initial rate decreasing by 0.14%
effective June 30, 2020	annually to an ultimate rate of 4.50%

Discount Rate - The discount rate used to measure the total OPEB liability was 2.66% which reflects the index rate for 20-year tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher as of the measurement date.

Mortality rates are from the PubG.H-2010 Mortality Table. Annual retirement and termination probabilities were developed consistent with the City's experience and the IPERS and MFPRSI retirement patterns.

Projected claim costs of the medical plan are \$12,299-\$17,508 per year for retirees depending on the age of retiree. The actuarial assumptions used in the June 30, 2020 valuation were based on the results of actual experience dates study with dates corresponding to those listed above.

Sensitivity of the City's Total OPEB Liability to Changes in the Discount Rate - The following presents the total OPEB Liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1% lower (1.66%) or 1% higher (3.66%) than the current discount rate.

	1% Decrease (1.66%)	Discount Rate (2.66%)	1% Increase (3.66%)
Total OPEB Liability	\$ 6,356,003	\$ 5,882,693	\$ 5,442,330

Sensitivity of the City's Total OPEB Liability to Changes in the Healthcare Cost Trend Rates - The following presents the total OPEB Liability of the City, as well as what the City's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1% lower (5.50%) or 1% higher (7.50%) than the current healthcare cost trend rates.

	1% Decrease (5.50%)	Healthcare Cost Trend Rate (6.50%)	1% Increase (7.50%)
Total OPEB Liability	\$ 5,249,207	\$ 5,882,693	\$ 6,633,694

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

**NOTE 10 – OTHER POST EMPLOYMENT BENEFITS (OPEB) (continued)**

OPEB Expense and Deferred Outflows of Resources Related to OPEB - For the year ended June 30, 2020 the City recognized OPEB expense of \$452,022. At June 30, 2020 the City reported deferred outflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes in Experience	\$ -	\$ 218,458
Changes in Assumptions	(259,614)	116,769
	<u>\$ (259,614)</u>	<u>\$ 335,227</u>

The amount reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized as OPEB expense as follows:

Year Ending June 30	Deferred Outflows of Resources	Deferred Inflows of Resources
2021	\$ 34,897	\$ (36,557)
2022	34,897	(36,557)
2023	34,897	(36,557)
2024	34,897	(36,557)
2025	34,897	(36,557)
Thereafter	85,129	(152,442)
	<u>\$ 259,614</u>	<u>\$ (335,227)</u>

**Dubuque Metropolitan Area Solid Waste Agency Specific (DMASWA) OPEB Disclosures**

Total OPEB Liability- DMASWA OPEB liability of \$112,052 was measured as of June 30, 2020, and was determined by an actuarial valuation as of June 30, 2020. The Agency's portion is based on the number of employees in the plan. The Agency's portion was 1.87% as of June 30, 2020.

	Total OPEB Liability
Total OPEB Liability beginning of year	\$ 117,066
Changes for the year:	
Service Cost	5,489
Interest	3,152
Other Changes	(1,418)
Changes in experience	(4,615)
Changes in assumptions	(381)
Benefit payments	(7,241)
Net Changes	<u>(5,014)</u>
Total OPEB Liability end of year	<u>\$ 112,052</u>

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
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**NOTE 10 – OTHER POST EMPLOYMENT BENEFITS (OPEB) (continued)**

Sensitivity of the City's Total OPEB Liability to Changes in the Discount Rate- The following presents the total OPEB Liability of the DMASWA, as well as what the DMASWA's total OPEB liability would be if it were calculated using a discount rate that is 1% lower (1.66%) or 1% higher (3.66%) than the current discount rate.

	1% Decrease (1.66%)	Discount Rate (2.66%)	1% Increase (3.66%)
Total OPEB Liability	\$ 121,066	\$ 112,052	\$ 103,663

Sensitivity of the DMASWA's Total OPEB Liability to Changes in the Healthcare Cost Trend Rates- The following presents the total OPEB Liability of the DMASWA, as well as what the DMASWA's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1% lower (5.50%) or 1% higher (7.50%) than the current healthcare cost trend rates.

	1% Decrease (5.50%)	Healthcare Cost Trend Rate (6.50%)	1% Increase (7.50%)
Total OPEB Liability	\$ 99,985	\$ 112,052	\$ 126,356

OPEB Expense and Deferred Outflows of Resources Related to OPEB - For the year ended June 30, 2020 the DMASWA recognized OPEB expense of \$8,610. At June 30, 2020 the DMASWA reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes in Experience	\$ -	\$ (4,161)
Changes in Assumptions	4,945	(2,224)
	<u>\$ 4,945</u>	<u>\$ (6,385)</u>

The amount reported as deferred outflows of resources related to OPEB will be recognized as OPEB expense as follows:

Year Ending June 30	Deferred Outflows of Resources	Deferred Inflows of Resources
2021	\$ 665	\$ (696)
2022	665	(696)
2023	665	(696)
2024	665	(696)
2025	665	(696)
Thereafter	1,620	(2,905)
	<u>\$ 4,945</u>	<u>\$ (6,385)</u>

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

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**NOTE 11 – EMPLOYEE PENSION PLANS**

**Aggregate Pension Expense**

The primary government participates in two public pension systems, Iowa Public Employees' Retirement System (IPERS) and Municipal Fire and Police Retirement System of Iowa (MFPRSI). The component unit DMASWA participates in IPERS only. The following sections outline the pension related disclosures for each pension of both entities. The aggregate amount of recognized pension expense for the period associated with the net pension liability for all plans is \$9,429,159 for the primary government. Other aggregate amounts related to pension are separately displayed in the financial statements.

**Iowa Public Employees Retirement System IPERS**

Plan Description – IPERS membership is mandatory for employees of the City, except for those covered by another retirement system. Employees of the City are provided with pensions through a cost-sharing multiple employer defined benefit pension plan administered by Iowa Public Employees' Retirement System (IPERS). IPERS issues a stand-alone financial report which is available to the public by mail at 7401 Register Drive P.O. Box 9117, Des Moines, Iowa 50306-9117 or at [www.ipers.org](http://www.ipers.org).

IPERS benefits are established under Iowa Code chapter 97B and the administrative rules thereunder. Chapter 97B and the administrative rules are the official plan documents. The following brief description is provided for general informational purposes only. Refer to the plan documents for more information.

Pension Benefits – A Regular member may retire at normal retirement age and receive monthly benefits without an early-retirement reduction. Normal retirement age is age 65, anytime after reaching age 62 with 20 or more years of covered employment, or when the member's years of service plus the member's age at the last birthday equals or exceeds 88, whichever comes first. These qualifications must be met on the member's first month of entitlement to benefits. Members cannot begin receiving retirement benefits before age 55. The formula used to calculate a Regular member's monthly IPERS benefit includes:

- A multiplier based on years of service.
- The member's highest five-year average salary, except members with service before June 30, 2012 will use the highest three-year average salary as of that date if greater than the highest five-year average salary.

If a member retires before normal retirement age, the member's monthly retirement benefit will be permanently reduced by an early-retirement reduction. The early-retirement reduction is calculated differently for service earned before and after July 1, 2012. For service earned before July 1, 2012, the reduction is 0.25% for each month that the member receives benefits before the member's earliest normal retirement age. For service earned starting July 1, 2012, the reduction is 0.50% for each month that the member receives benefits before age 65.

Generally, once a member selects a benefit option, a monthly benefit is calculated and remains the same for the rest of the member's lifetime. However, to combat the effects of inflation, retirees who began receiving benefits prior to July 1990 receive a guaranteed dividend with the regular November benefit payments.



**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
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**NOTE 11 – EMPLOYEE PENSION PLANS (continued)**

Disability and Death Benefits - A vested member who is awarded federal Social Security disability or Railroad Retirement disability benefits is eligible to claim IPERS benefits regardless of age. Disability benefits are not reduced for early retirement. If a member dies before retirement, the member's beneficiary will receive a lifetime annuity or a lump-sum payment equal to the present actuarial value of the member's accrued benefit or calculated with a set formula, whichever is greater. When a member dies after retirement, death benefits depend on the benefit option the member selected at retirement.

Contributions - Contribution rates are established by IPERS following the annual actuarial valuation, which applies IPERS' Contribution Rate Funding Policy and Actuarial Amortization Method. State statute limits the amount rates can increase or decrease each year to 1 percentage point. IPERS Contribution Rate Funding Policy requires that the actuarial contribution rate be determined using the "entry age normal" actuarial cost method and the actuarial assumptions and methods approved by the IPERS Investment Board. The actuarial contribution rate covers normal cost plus the unfunded actuarial liability payment based on a 30-year amortization period. The payment to amortize the unfunded actuarial liability is determined as a level percentage of payroll, based on the Actuarial Amortization Method adopted by the Investment Board.

In fiscal year 2020, pursuant to the required rate, Regular members contributed 6.29% of covered payroll and the City contributed 9.44% for a total rate of 15.73%.

The City's total contributions to IPERS for the year ended June 30, 2020 were \$2,459,936. The Dubuque Metropolitan Area Solid Waste Agency's total contributions to IPERS for the year ended June 30, 2020 were \$62,182.

**City Specific IPERS Disclosures**

Net Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions - At June 30, 2020, the City reported a liability of \$19,350,354 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's share of contributions to IPERS relative to the contributions of all IPERS participating employers. At June 30, 2019, the City's collective proportion was .33194% which was a decrease of -0.00135% from its proportion measured as of June 30, 2018.

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

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**NOTE 11 – EMPLOYEE PENSION PLANS (continued)**

For the year ended June 30, 2020, the City recognized pension expense of \$3,243,411. At June 30, 2020, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 53,645	\$ 695,737
Changes of assumptions	2,072,700	-
Net difference between projected and actual earnings on IPERS' investments	-	2,180,553
Changes in proportion and differences between City's contributions and City's proportionate share of contributions	-	502,336
City contributions subsequent to the measurement date	2,459,936	-
Total	<u>\$ 4,586,281</u>	<u>\$ 3,378,626</u>

\$2,459,936 reported as deferred outflows of resources related to pensions resulting from the City contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2021. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended June 30	Total
2021	\$ 198,509
2022	(625,853)
2023	(409,103)
2024	(369,913)
2025	(45,921)
	<u>\$ (1,252,281)</u>

Sensitivity of the City's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate- The following presents the City's proportionate share of the net pension liability calculated using the discount rate of 7.00%, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1.00% lower (6.00%) or 1.00% higher (8.00%) than the current rate.

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

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**NOTE 11 – EMPLOYEE PENSION PLANS (continued)**

	1% Decrease (6.0)%	Discount Rate (7.0)%	1% Increase (8.0)%
City's proportionate share of the net pension liability:	\$ 34,359,983	\$ 19,350,354	\$ 6,760,443

**Dubuque Metropolitan Area Solid Waste Agency Specific (DMASWA) IPERS Disclosures**

Net Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions - At June 30, 2020, the DMASWA reported a liability of \$489,134 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The DMASWA's proportion of the net pension liability was based on the DMASWA's share of contributions to the pension plan relative to the contributions of all IPERS participating employers. At June 30, 2019, the DMASWA's collective proportion was 0.008391% which was an increase of 0.0001934% from its proportion measured as of June 30, 2018.

For the year ended June 30, 2020, the DMASWA recognized pension expense of \$81,986. At June 30, 2020, the DMASWA reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 1,356	\$ 17,587
Changes of assumptions	52,393	-
Net difference between projected and actual earnings on IPERS' investments	-	55,120
Net changes in proportion and differences between Agency's contributions and Agency's proportionate share of contributions	-	12,698
Agency contributions subsequent to the measurement date	62,182	-
Total	<u>\$ 115,931</u>	<u>\$ 85,405</u>

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

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**NOTE 11 – EMPLOYEE PENSION PLANS (continued)**

\$62,182 reported as deferred outflows of resources related to pensions resulting from the Agency contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2021. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended June 30	Total
2021	\$ 5,018
2022	(15,820)
2023	(10,341)
2024	(9,351)
2025	(1,162)
	<u>\$ (31,656)</u>

Sensitivity of the Agency's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate - The following presents the Agency's proportionate share of the net pension liability calculated using the discount rate of 7.00%, as well as what the Agency's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1% lower (6.00%) or 1% higher (8.00%) than the current rate.

	1% Decrease (6.00)%	Discount Rate (7.00)%	1% Increase (8.00)%
Agency's proportionate share of the net pension liability:	\$ 868,543	\$ 489,134	\$ 170,889

There were no non-employer contributing entities at IPERS.

Actuarial Assumptions - The total pension liability in the June 30, 2019, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Rate of inflation (effective June 30, 2017)	2.60% per annum
Rates of salary increase (effective June 30, 2017)	3.25 to 16.25% average, including inflation. Rates vary by membership group.
Long-term Investment rate of return (effective June 30, 2017)	7.00% , compounded annually, net of investment expense, including inflation.
Wage Growth (effective June 30, 2017)	3.25% per annum based on 2.60% inflation and 0.65% real wage inflation

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
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**NOTE 11 – EMPLOYEE PENSION PLANS (continued)**

The actuarial assumptions used in the June 30, 2019 valuation were based on the results of an economic assumption study dated March 24, 2017 and a demographic assumption study dated June 28, 2018. Mortality rates used in the 2019 valuation were based on the RP-2014 Employee and Healthy Annuitant Tables with MP-2017 generational adjustments.

The long-term expected rate of return on IPERS' was determined using a building-block method in which best-estimate ranges of expected future real rates (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Asset Allocation</u>	<u>Long-Term Expected Real Rate of Return</u>
Domestic equity	22 %	5.60%
International equity	15	6.08
Global smart beta equity	3	5.82
Core plus fixed income	27	1.71
Public credit	3.5	3.32
Public real assets	7	2.81
Cash	1.0	(0.21)
Private equity	11	10.13
Private real assets	7.5	4.76
Private credit	3	3.01
Total	<u>100 %</u>	

Discount Rate - The discount rate used to measure the total pension liability was 7.00%. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the contractually required rate and that contributions from the City will be made at contractually required rates, actuarially determined. Based on those assumptions, the IPERS' fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on IPERS' investments was applied to all periods of projected benefit payments to determine the total pension liability.

IPERS' Fiduciary Net Position - Detailed information about the pension plan's fiduciary net position is available in the separately issued IPERS financial report which is available on IPERS' website at [www.ipers.org](http://www.ipers.org).

Payables to IPERS - At June 30, 2020, the City reported payables to the defined benefit pension plan of \$104,231 for legally required employer contributions. There were no legally required employee contributions which had been withheld from employee wages but not yet remitted to IPERS.

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
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**NOTE 11 – EMPLOYEE PENSION PLANS (continued)**

**Municipal Fire and Police Retirement System of Iowa (MFPRSI)**

Plan Description – MFPRSI membership is mandatory for fire fighters and police officers covered by the provisions of Chapter 411 of the Code of Iowa. Employees of the City are provided with pensions through a cost-sharing multiple employer defined benefit pension plan administered by MFPRSI. MFPRSI issues a stand-alone financial report which is available to the public by mail at 7155 Lake Drive, Suite #201, West Des Moines, Iowa 50266 or at [www.mfprsi.org](http://www.mfprsi.org).

MFPRSI benefits are established under Chapter 411 of the Code of Iowa and the administrative rules thereunder. Chapter 411 of the Code of Iowa and the administrative rules are the official plan documents. The following brief description is provided for general informational purposes only. Refer to the plan documents for more information.

Pension Benefits - Members with 4 or more years of service are entitled to pension benefits beginning at age 55. Full service retirement benefits are granted to members with 22 years of service, while partial benefits are available to those members with 4 to 22 years of service based on the ratio of years completed to years required (i.e., 22 years). Members with less than 4 years of service are entitled to a refund of their contribution only, with interest, for the period of employment.

Benefits are calculated based upon the member's highest 3 years of compensation. The average of these 3 years becomes the member's average final compensation. The base benefit is 66% of the member's average final compensation. Members who perform more than 22 years of service receive an additional 2% of the member's average final compensation for each additional year of service, up to a maximum of 8 years. Survivor benefits are available to the beneficiary of a retired member according to the provisions of the benefit option chosen, plus an additional benefit for each child. Survivor benefits are subject to a minimum benefit for those members who chose the basic benefit with a 50% surviving spouse benefit.

Active members, at least 55 years of age, with 22 or more years of service have the option to participate in the Deferred Retirement Option Program (DROP). The DROP is an arrangement whereby a member who is otherwise eligible to retire and commence benefits opts to continue to work. A member can elect a 3, 4, or 5 year DROP period. By electing to participate in DROP, the member is signing a contract indicating the member will retire at the end of the selected DROP period. During the DROP period the member's retirement benefit is frozen and a DROP benefit is credited to a DROP account established for the member. Assuming the member completes the DROP period, the DROP benefit is equal to 52% of the member's retirement benefit at the member's earliest date eligible and 100% if the member delays enrollment for 24 months. At the member's actual date of retirement, the member's DROP account will be distributed to the member in the form of a lump sum or rollover to an eligible plan.

Disability and Death Benefits – Disability benefits may be either accidental or ordinary. Accidental disability is defined as a permanent disability incurred in the line of duty, with benefits equivalent to the greater of 60% of the member's average final compensation or the member's service retirement benefit calculation amount. Ordinary disability occurs outside the call of duty and pays benefits equivalent to the greater of 50% of the member's average final compensation for those with 5 or more years of service or the member's service retirement benefit calculation amount and 25% of average final compensation for those with less than 5 years of service.

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

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**NOTE 11 – EMPLOYEE PENSION PLANS (continued)**

Death benefits are similar to disability benefits. Benefits for accidental death are 50% of the average final compensation of the member plus an additional amount for each child, or the provisions for ordinary death. Ordinary death benefits consist of a pension equal to 40% of the average final compensation of the member plus an additional amount for each child, or a lump-sum distribution to the designated beneficiary equal to 50% of the previous year's earnable compensation of the member or equal to the amount of the member's total contributions plus interest.

Benefits are increased (escalated) annually in accordance with Chapter 411.6 of the Code of Iowa which states a standard formula for the increases.

The surviving spouse or dependents of an active member who dies due to a traumatic personal injury incurred in the line of duty receives a \$100,000 lump-sum payment.

Contributions - Member contribution rates are set by state statute. In accordance with Chapter 411 of the Code of Iowa, the contribution rate was 9.40% of earnable compensation for the year ended June 30, 2020.

Employer contribution rates are based upon an actuarially determined normal contribution rate and set by state statute. The required actuarially determined contributions are calculated on the basis of the entry age normal method as adopted by the Board of Trustees as permitted under Chapter 411 of the Code of Iowa. The normal contribution rate is provided by state statute to be the actuarial liabilities of the plan less current plan assets, with such total divided by 1% of the actuarially determined present value of prospective future compensation of all members, further reduced by member contributions and state appropriations. Under the Code of Iowa the employer's contribution rate cannot be less than 17.00% of earnable compensation. The contribution rate was 24.41% for the year ended June 30, 2020.

The City's contributions to MFPRSI for the year ended June 30, 2020 was \$3,631,952.

If approved by the state legislature, state appropriation may further reduce the employer's contribution rate, but not below the minimum statutory contribution rate of 17.00% of earnable compensation. The State of Iowa therefore is considered to be a nonemployer contributing entity in accordance with the provisions of the Governmental Accounting Standards Board Statement No. 67 – Financial Reporting for Pension Plans, (GASB 67).

There were no state appropriations to MFPRSI during the fiscal year ended June 30, 2020.

Net Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions - At June 30, 2020, the City reported a liability of \$30,775,196 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2019, and the total pension liability used to calculate the new pension liability was determined by an

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

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**NOTE 11 – EMPLOYEE PENSION PLANS (continued)**

actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's share of contributions to the pension plan relative to the contributions of all MFPRSI participating employers. At June 30, 2019, the City's proportion was 4.691866% which was a decrease of 0.172025% from its proportions measured as of June 30, 2018.

For the year ended June 30, 2020, the City recognized pension expense of \$6,185,748. At June 30, 2020, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Net difference between expected and actual experience	\$ 1,059,736	\$ 287,981
Changes of assumptions	1,545,167	133,943
Net difference between projected and actual earnings on pension plan investments	1,695,596	-
Changes in proportion and differences between City contributions and proportionate share of contributions	247,343	1,167,309
City contributions subsequent to the measurement date	3,631,952	-
Total	<u>\$ 8,179,794</u>	<u>\$ 1,589,233</u>

\$3,631,952 is reported as deferred outflows of resources related to pensions resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2021. Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended June 30	Total
2021	\$ 1,542,875
2022	195,386
2023	676,980
2024	511,965
2025	31,403
	<u>\$ 2,958,609</u>



**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

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**NOTE 11 – EMPLOYEE PENSION PLANS (continued)**

Actuarial Assumptions - The total pension liability in the June 30, 2019 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Rate of inflation	3.00% per annum
Rates of salary increase	3.75% to 15.11% including inflation
Investment rate of return	7.50%, net of pension plan investment expense, including inflation

The actuarial assumptions used in the June 30, 2019 valuation were based on the results of an actuarial experience study for the period from July 1, 2007 to June 30, 2017.

Mortality rates were based on the RP-2014 Blue Collar Healthy Annuitant Table with males set-forward zero years, females set-forward two years and disabled individuals set-forward three years (male only rates), with generational projection of future mortality improvement with 50% of Scale BB beginning 2017.

The long-term expected rate of return on MFPRSI investments was determined using a building-block method in which best-estimate ranges of expected future real rates (i.e., expected returns, net of investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The best estimates of geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Long-Term Expected Real Rate of Return
Large Cap	5.5%
Small Cap	5.8
International Large Cap	7.3
Emerging Markets	9.0
Emerging Market Debt	6.3
Private Non-Core Real Estate	8.0
Master Limited Partnerships	9.0
Private Equity	9.0
Core Plus Fixed Income	3.3
Private Core Real Estate	6.0
Tactical Asset Allocation	6.4

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

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**NOTE 11 – EMPLOYEE PENSION PLANS (continued)**

Discount Rate - The discount rate used to measure the total pension liability was 7.50%. The projection of cash flows used to determine the discount rate assumed employee contributions will be made at the contractually required rates, actuarially determined. Based on those assumptions, MFPRSI fiduciary net position was projected to be available to make all projected future benefit payments to current active and inactive employees. Therefore, the long-term expected rate of return on MFPRSI investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of City's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate - The following presents the City's proportionate share of the net pension liability calculated using the discount rate of 7.50%, as well as what the city's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1.00% lower (6.50%) or 1.00% higher (8.50%) than the current rate.

	1% Decrease (6.50)%	Discount Rate (7.50)%	1% Increase (8.50)%
City's proportionate share of the net pension liability:	\$ 50,107,415	\$ 30,775,196	\$ 14,764,335

MFPRSI Fiduciary Net Position - Detailed information about the pension plan's fiduciary net position is available in the separately issued MFPRSI financial report which is available on MFPRSI's website at [www.mfprsi.org](http://www.mfprsi.org).

Payables to MFPRSI - At June 30, 2020, City of Dubuque, Iowa reported payables to the defined benefit pension plan of \$165,066 for legally required employer contributions. There were no legally required employee contributions which had been withheld from employee wages but not yet remitted to MFPRSI.

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

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**NOTE 12 – LANDFILL CLOSURE AND POST CLOSURE CARE**

To comply with federal (40 CFR 258.74) and state regulations (IAC 113.14 (455b)), the Dubuque Metropolitan Area Solid Waste agency (DMASWA) is required to complete a closure and post-closure plan and to provide funding necessary to effect that plan, including the proper monitoring and care of the landfill after closure. Once the landfill is no longer accepting waste and is closed, the owner is responsible for maintaining the final cover, monitoring ground water and methane gas, and collecting leachate (the liquid that drains out of waste) for thirty years.

State governments are primarily responsible for implementation and enforcement of those requirements and have been given flexibility to tailor requirements to accommodate local conditions that exist. A variety of financial mechanisms can be used to demonstrate compliance with federal and state financial assurance rules.

The Agency utilizes the dedicated fund mechanism, which is funded through the tipping fees it receives. The Agency files an annual report with the State to provide compliance with its legal requirements of maintaining a balance per the prescribed formula. Any adjustments to the account are made prior to June 30.

The Agency is required to estimate total landfill closure and post-closure care costs and recognize a portion of these costs each year based on the percentage of estimated total landfill capacity used that period. Estimated total costs, for closure and post-closure, would consist of four components: (1) the cost of equipment and facilities used in post-closure monitoring and care, (2) the cost of final cover (material and labor), (3) the cost of environmental monitoring of the landfill during the post-closure period and (4) the cost of any environmental cleanup required after closure. Estimated total cost is based on an engineer's estimate for these services is required to be updated annually for changes due to inflation or deflation, technology, and/or changes to applicable laws or regulations.

The Agency's estimated closure and post-closure care expected costs are as follows:

	2020
Closure	\$ 3,468,474
Post-closure care	2,265,000
Totals	<u>\$ 5,733,474</u>

The total closure and post-closure care costs for the DMASWA has been estimated at approximately \$5,733,474 as of June 30, 2020, and the portion of the liability, that has been recognized is \$1,981,708.

This liability represents the cumulative amount reported to date based on the use of 100% of the estimated capacity of cells 1, 2, 3, 4, 5, 6, 7, 8, and 6% of cell 9. The Agency has accumulated resources to fund closure and post-closure costs; they are included in assets whose use is limited on the balance sheet and total \$4,885,167 as of June 30, 2020. The Agency will recognize the remaining estimated cost of closure and post closure care of \$4,228,766 over the estimated remaining life of 18 years as the remaining capacity is filled.

**NOTE 13 – LEASES WHERE CITY IS LESSOR**

The City of Dubuque leases riverfront property, airport property (hangars and terminal space), farm land, parking areas, space for antennas on top of water towers, and concession areas under operating leases. The most significant lease is the lease of the greyhound racing and gambling facility and related parking area to the Dubuque Racing Association (DRA). The City's cost of the leased DRA assets total \$10,144,771. The carrying amount of the assets at June 30, 2020 is \$5,872,087, with \$142,423 of depreciation expense during the year ended June 30, 2020. The DRA lease amount is based on the association's gross gambling receipts. During the year ended June 30, 2020, the DRA lease generated \$3,961,996 in lease revenue.

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

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**NOTE 14 – SUBSEQUENT EVENTS**

On July 7, 2020, the City of Dubuque accepted the Miracle League Complex project. The final cost of the project totaled \$3,354,079. The City owns all amenities constructed by Miracle League of Dubuque and they become a part of Veterans Memorial Park. The Miracle League Complex will be used and owned by the City as a public park to be enjoyed by all. The Miracle League of Dubuque project improvements are subject to a lease agreement. The lease agreement between the City of Dubuque and Miracle League of Dubuque will govern the usage of the park. The lease agreement has a term that is 25 years and started upon the date of City Council acceptance. Miracle League of Dubuque will have preferential but non-exclusive use of the Miracle League Complex.

**NOTE 15 – CONTINGENCIES**

The COVID-19 outbreak is disrupting business across a range of industries in the United States and financial markets have experienced a significant decline. As a result, local, regional and national economies, including that of the City, may be adversely impacted. The extent of the financial impact of COVID-19 will depend on future developments, including the duration and spread, which are uncertain and cannot be predicted. Due to the uncertainties surrounding the outbreak, management cannot presently estimate the potential impact to the City's operations and finances.

**NOTE 16 – PROSPECTIVE ACCOUNTING PRONOUNCEMENTS**

The Governmental Accounting Standards Board (GASB) has issued statements not yet implemented by the City. The statements which might impact the City are as follows:

Statement No. 84, Fiduciary Activities, will be effective for the fiscal year June 30, 2021. The objective of this Statement is to improve guidance regarding the identification of certain fiduciary activities for accounting and reporting purposes and how those activities should be reported.

Statement No. 87, Leases, will be effective for the fiscal year June 30, 2022. The objective of this Statement is to better meet the information needs of financial statements users by improving accounting and financial reporting for leases by governments.

Statement No. 89, Accounting for Interest Cost Incurred before the End of a Construction Period, will be effective for the fiscal year June 30, 2022. The objectives of this Statement are to enhance the relevance and comparability of information about capital assets and cost of borrowing for a reporting period and to simplify accounting for interest cost incurred before the end of a construction period.

Statement No. 90, Majority Equity Interest-an amendment of GASB Statement No. 14 and No. 61, will be effective for the fiscal year June 30, 2021. The primary objective of this Statement are to improve the consistency and comparability of reporting a government's majority equity interest in a legally separate organization and to improve the relevance of financial statement information for certain component units.

Statement No. 91, Conduit Debt Obligations, will be effective for the fiscal year June 30, 2023. The primary objectives of this Statement are to provide a single method of reporting conduit debt obligations by issuers and eliminated diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures.

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

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**NOTE 16 – PROSPECTIVE ACCOUNTING PRONOUNCEMENTS (continued)**

Statement No. 92, Omnibus 2020, issued January 2020, will be effective for the City beginning with its fiscal year ending June 30, 2022 except for the requirements related to the effective date of Statement No. 87 and Implementation Guide 2019-3, reinsurance recoveries, and terminology used to refer to derivative instruments effective upon issuance. The objectives of this Statement are to enhance comparability in accounting and financial reporting and to improve the consistency of authoritative literature by addressing practice issues that have been identified during implementation and application of certain GASB Statements. This Statement addresses a variety of topics including leases, intra-entity transfers, assets accumulated for postemployment benefits, applicability of Statement No. 84 to postemployment benefit arrangements, measurement of liabilities related to asset retirement obligations in a government acquisition, reporting by public entity risk pools for amounts that are recoverable from reinsurers or excess insurers, nonrecurring fair value measurements of assets or liabilities, and terminology to refer to derivative instruments.

Statement No. 93, Replacement of Interbank Offered Rates, issued March 2020, will be effective for the City beginning with its fiscal year ending June 2022. The objective of this Statement is to address accounting and financial reporting implications that result from the replacement of an interbank offered rate (IBOR).

Statement No. 94, Public-Private and Public-Public Partnerships and Availability Payment Arrangements, issued March 2020, will be effective for the City beginning with its fiscal year ending June 30, 2023. The primary objective of this Statement is to improve financial reporting by addressing issues related to public-private and public-public partnership arrangements (PPPs).

Statement No. 96, Subscription-Based Information Technology Arrangements, issued in May 2020, will be effective for fiscal year ending June 30, 2023. This Statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments).

Statement No. 97, Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans, issued June 2020, will be effective for the fiscal year ended June 30, 2022. This Statement will result in more consistent financial reporting of defined contribution pension plans, defined contribution OPEB plans, and other employee benefit plans, while mitigating the costs associated with reporting those plans.

The City's management has not yet determined the effect these statements will have on the City's financial statements.

**CITY OF DUBUQUE, IOWA**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2020**

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**NOTE 17 – TAX ABATEMENTS**

Governmental Accounting Standards Board Statement No. 77 defines tax abatements as a reduction in tax revenues that results from an agreement between one or more governments and an individual or entity in which (a) one or more governments promise to forgo tax revenues to which they are otherwise entitled and (b) the individual or entity promises to take a specific action after the agreement has been entered into that contributes to economic development or otherwise benefits the governments or the citizens of those governments.

City Tax Abatements

The City provides tax abatements for urban renewal and economic development projects with tax increment financing as provided for in Chapter 15A and 403 of the Code of Iowa. For these types of projects, the City enters into agreements with developers which require the City, after developers meet the terms of the agreements, to rebate a portion of the property tax paid by the developers, to pay the developers an economic development grant or to pay the developers a predetermined dollar amount. No other commitments were made by the City as a part of these agreements.

For the year ended June 30, 2020, the City abated \$2,454,454 of property tax under the urban renewal and economic development projects.

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**Required Supplementary Information**  
**June 30, 2020**  
**City of Dubuque, Iowa**



**CITY OF DUBUQUE, IOWA**  
**SCHEDULE OF RECEIPTS, DISBURSEMENTS AND CHANGES IN**  
**BALANCES - BUDGET AND ACTUAL (BUDGETARY BASIS)**  
**GOVERNMENTAL AND ENTERPRISE FUNDS**  
**FOR THE YEAR ENDED JUNE 30, 2020**

	Actual	Budgeted Amounts		Final to Actual
		Original	Final	Variance
<b>RECEIPTS</b>				
Property tax	\$ 25,908,220	\$ 25,575,669	\$ 25,575,669	\$ 332,551
Tax increment financing	9,959,562	10,738,108	10,738,108	(778,546)
Other City tax	17,995,431	18,167,857	18,167,857	(172,426)
Licenses and permits	1,503,252	1,827,379	1,904,123	(400,871)
Use of money and property	14,474,768	14,388,998	14,391,312	83,456
Intergovernmental	40,369,620	48,393,574	101,904,967	(61,535,347)
Charges for fees and service	39,175,530	44,184,398	43,907,605	(4,732,075)
Special assessments	113,709	30,000	30,000	83,709
Miscellaneous	8,896,634	7,971,324	11,463,679	(2,567,045)
Total Receipts	<u>158,396,726</u>	<u>171,277,307</u>	<u>228,083,320</u>	<u>(69,686,594)</u>
<b>EXPENDITURES</b>				
Public safety	29,268,525	30,100,398	30,851,935	1,583,410
Public works	12,307,869	13,022,573	14,053,891	1,746,022
Health and social services	970,434	1,196,081	1,279,935	309,501
Culture and recreation	12,316,173	12,850,660	13,588,266	1,272,093
Community and economic development	14,432,317	14,373,472	15,695,646	1,263,329
General government	10,013,656	10,214,750	10,582,261	568,605
Debt service	12,165,590	10,779,398	12,233,320	67,730
Capital projects	28,946,802	37,057,261	82,014,175	53,067,373
Business-type activities	54,048,579	61,888,644	90,103,926	36,055,347
Total Expenditures	<u>174,469,945</u>	<u>191,483,237</u>	<u>270,403,355</u>	<u>95,933,410</u>
<b>EXCESS (DEFICIENCY) OF RECEIPTS OVER (UNDER) EXPENDITURES</b>	<u>(16,073,219)</u>	<u>(20,205,930)</u>	<u>(42,320,035)</u>	<u>26,246,816</u>
<b>OTHER FINANCING SOURCES, NET</b>	<u>15,661,869</u>	<u>12,989,828</u>	<u>36,769,518</u>	<u>(21,107,649)</u>
<b>EXCESS DEFICIENCY OF RECEIPTS AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>	<u>(411,350)</u>	<u>(7,216,102)</u>	<u>(5,550,517)</u>	<u>5,139,167</u>
<b>BALANCE, BEGINNING OF YEAR</b>	<u>80,882,630</u>	<u>37,452,616</u>	<u>82,384,365</u>	<u>-</u>
<b>BALANCE, ENDING OF YEAR</b>	<u>\$ 80,471,280</u>	<u>\$ 30,236,514</u>	<u>\$ 76,833,848</u>	<u>\$ 5,139,167</u>

See Notes to Required Supplementary Information.

# CITY OF DUBUQUE, IOWA

## NOTE TO REQUIRED SUPPLEMENTARY INFORMATION – BUDGETARY REPORTING FOR THE YEAR ENDED JUNE 30, 2020

The budgetary comparison is presented as Required Supplementary Information in accordance with Governmental Accounting Standards Board Statement No. 41 for governments with significant budgetary perspective differences resulting from not being able to present budgetary comparisons for the General Fund and each major Special Revenue Fund.

The Code of Iowa requires the adoption of an annual budget by the City Council on or before March 31 of each year which becomes effective July 1 and constitutes the appropriation for each function specified therein until amended. The legal level of control (the level on which expenditures may not legally exceed appropriations) is the function level for the City as a whole, rather than at the fund or fund type level. The internal service fund or agency fund activity is not included in the adopted budget.

The City's budget is prepared on the cash basis of accounting with an adjustment for accrued payroll following required public notice and hearings. After the initial annual budget is adopted, it may be amended for specified purposes. Budget amendments must be prepared and adopted in the same manner as the original budget. Management is not authorized to amend the budget or to make budgetary transfers between functions without the approval of the City Council. Management may make budgeting transfers between funds as long as the transfers are within the same function. The City has adopted a policy relative to budgetary control and amendment which provides for control at the line-item level and review of the current year's budget at the time the next year's budget is prepared. This usually results in amending the appropriations of all functions to adjust to current conditions. Supplemental appropriations are only provided when unanticipated revenues or budget surpluses become available. Appropriations as adopted lapse at the end of the fiscal year.

The budget for the fiscal year ended June 30, 2020, was amended three times during the year to allow the City to increase function expenditures by \$78,920,118 primarily for the carry-forward of unfinished capital improvement projects. During the year ended June 30, 2020, no function expenses exceeded the budgeted amount.

The following is a reconciliation of the budgetary basis to the modified accrual basis of accounting:

	Budgetary Basis	Accrual Adjustments	Modified Accrual/Accrual Basis	Governmental Funds Modified Accrual Basis	Enterprise Funds Accrual Basis	Total
Receipts/Revenue	\$ 158,396,726	\$ (10,090,619)	\$ 148,306,107	\$ 110,144,389	\$ 38,161,718	\$ 148,306,107
Expenditures/Expenses	174,469,945	(25,286,719)	149,183,226	111,229,453	37,953,773	149,183,226
Deficiency of Receipts/Revenue						
Under Expenditures/Expenses	(16,073,219)	15,196,100	(877,119)	(1,085,064)	207,945	(877,119)
Other Financing Sources	15,661,869	661,880	16,323,749	(540,161)	16,863,910	16,323,749
Net	(411,350)	15,857,980	15,446,630	(1,625,225)	17,071,855	15,446,630
Balance, Beginning	80,882,630	177,340,350	258,222,980	62,912,469	195,310,511	258,222,980
Balance, Ending	<u>\$ 80,471,280</u>	<u>\$ 193,198,330</u>	<u>\$ 273,669,610</u>	<u>\$ 61,287,244</u>	<u>\$ 212,382,366</u>	<u>\$ 273,669,610</u>

**CITY OF DUBUQUE, IOWA****SCHEDULE OF THE CITY'S PROPORTIONATE SHARE OF NET PENSION LIABILITY****IOWA PUBLIC EMPLOYEES' RETIREMENT SYSTEM****LAST SIX FISCAL YEARS\*****(IN THOUSANDS)**

<b>Required Supplementary Information</b>	2020	2019	2018	2017	2016	2015
City's proportion of the net pension liability (asset)	0.33194%	0.33329%	0.33490%	0.34275%	0.35135%	0.37035%
City's proportionate share of the net pension liability	\$ 19,350	\$ 21,091	\$ 22,309	\$ 21,570	\$ 17,358	\$ 14,688
City's covered payroll	\$ 25,423	\$ 25,024	\$ 24,961	\$ 24,597	\$ 24,039	\$ 24,210
City's proportionate share of the net pension liability as a percentage of its covered payroll	76.11%	84.28%	89.38%	87.69%	72.21%	60.67%
Plan fiduciary net position as a percentage of the total pension liability	85.45%	83.62%	82.21%	81.82%	85.19%	87.61%

\*In accordance with GASB Statement No. 68, the amounts presented for each fiscal year were determined as of June 30 of the preceding fiscal year.

Note: GASB Statement No. 68 requires ten years of information to be presented in this table. However, until a full 10-year trend is compiled, the City will present information for those years for which information is available.

**CITY OF DUBUQUE, IOWA**  
**SCHEDULE OF THE CITY CONTRIBUTION**  
**IOWA PUBLIC EMPLOYEES RETIREMENT SYSTEM**  
**LAST 10 FISCAL YEARS**  
**(IN THOUSANDS)**

<b>Required Supplementary Information</b>										
	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>
Statutorily required contribution	\$ 2,460	\$ 2,403	\$ 2,235	\$ 2,229	\$ 2,196	\$ 2,151	\$ 2,164	\$ 2,022	\$ 2,022	\$ 1,573
Contributions in relation to the statutorily required contribution	(2,460)	(2,403)	(2,235)	(2,229)	(2,196)	(2,151)	(2,164)	(2,022)	(2,022)	(1,573)
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City's covered payroll	\$ 26,048	\$ 25,423	\$ 25,024	\$ 24,961	\$ 24,597	\$ 24,039	\$ 24,210	\$ 23,321	\$ 23,676	\$ 22,627
Contributions as a percentage of covered payroll	9.44%	9.45%	8.93%	8.93%	8.93%	8.95%	8.94%	8.67%	8.54%	6.95%

**CITY OF DUBUQUE, IOWA**  
**NOTES TO REQUIRED SUPPLEMENTARY INFORMATION -- PENSION LIABILITY**  
**IOWA PUBLIC EMPLOYEES' RETIREMENT SYSTEMS**  
**YEAR ENDED JUNE 30, 2020**

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*Changes of benefit terms:*

There are no significant changes in benefit terms.

*Changes of assumption:*

The 2018 valuation implemented the following refinements as a result of a demographic assumption study dated June 28, 2018:

- Changed mortality assumptions to the RP-2014 mortality tables with mortality improvements modeled using Scale MP-2017.
- Adjusted retirement rates
- Lowered disability rates
- Adjusted the probability of a vested Regular member electing to receive a deferred benefit.
- Adjusted the merit component of the salary increase assumption.

The 2017 valuation implemented the following refinements as a result of an experience study dated March 24, 2017:

- Decreased the inflation assumption from 3.00% to 2.60%.
- Decreased the assumed rate of interest on member accounts from 3.75% to 3.50% per year.
- Decreased the discount rate from 7.50% to 7.00%.
- Decreased the wage growth assumption from 4.00% to 3.25%.
- Decreased the payroll growth assumption from 4.00% to 3.25%.

The 2014 valuation implemented the following refinements as a result of a quadrennial experience study:

- Decreased the inflation assumption from 3.25% to 3.00%.
- Decreased the assumed rate of interest on member accounts from 4.00% to 3.75% per year.
- Adjusted male mortality rates for retirees in the Regular membership group.
- Reduced retirement rates for sheriffs and deputies between the ages of 55 and 64.
- Moved from an open 30-year amortization period to a closed 30-year amortization period for the UAL (unfunded actuarial liability) beginning June 30, 2014. Each year thereafter, changes in the UAL from plan experience will be amortized on a separate closed 20-year period.

**CITY OF DUBUQUE, IOWA**  
**SCHEDULE OF THE CITY'S PROPORTIONATE SHARE OF NET PENSION LIABILITY**  
**MUNICIPAL FIRE AND POLICE RETIREMENT SYSTEM OF IOWA**  
**LAST SIX FISCAL YEARS\***  
**(IN THOUSANDS)**

**Required Supplementary Information**

	2020	2019	2018	2017	2016	2015
City's proportion of the net pension liability (asset)	4.6919%	4.8639%	4.7840%	4.9533%	4.9854%	5.0788%
City's proportionate share of the net pension liability	\$ 30,775	\$ 28,960	\$ 28,062	\$ 30,971	\$ 23,423	\$ 18,410
City's covered payroll	\$ 14,203	\$ 14,118	\$ 13,552	\$ 13,423	\$ 13,052	\$ 12,968
City's proportionate share of the net pension liability as a percentage of its covered payroll	216.68%	205.13%	207.07%	230.73%	179.46%	141.96%
Plan fiduciary net position as a percentage of the total pension liability	79.94%	81.07%	80.60%	78.20%	83.04%	86.27%

\*In accordance with GASB Statement No. 68, the amounts presented for each fiscal year were determined as of June 30 of the preceding fiscal year.

Note: GASB Statement No. 68 requires ten years of information to be presented in this table. However, until a full 10-year trend is compiled, the City will present information for those years for which information is available.

**CITY OF DUBUQUE, IOWA**  
**SCHEDULE OF THE CITY CONTRIBUTION**  
**MUNICIPAL FIRE AND POLICE RETIREMENT SYSTEM OF IOWA**  
**LAST 10 FISCAL YEARS**  
**(IN THOUSANDS)**

**Required Supplementary Information**

	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>
Statutorily required contribution	\$ 3,632	\$ 3,696	\$ 3,626	\$ 3,513	\$ 3,727	\$ 3,969	\$ 3,906	\$ 3,310	\$ 3,177	\$ 2,404
Contributions in relation to the statutorily required contribution	<u>(3,632)</u>	<u>(3,696)</u>	<u>(3,626)</u>	<u>(3,513)</u>	<u>(3,727)</u>	<u>(3,969)</u>	<u>(3,906)</u>	<u>(3,310)</u>	<u>(3,177)</u>	<u>(2,404)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
City's covered payroll	\$ 14,879	\$ 14,203	\$ 14,118	\$ 13,552	\$ 13,423	\$ 13,052	\$ 12,968	\$ 12,672	\$ 12,831	\$ 12,080
Contributions as a percentage of covered payroll	24.41%	26.02%	25.68%	25.92%	27.77%	30.41%	30.12%	26.12%	24.76%	19.90%

**CITY OF DUBUQUE, IOWA**  
**NOTES TO REQUIRED SUPPLEMENTARY INFORMATION -- PENSION LIABILITY**  
**MUNICIPAL FIRE AND POLICE RETIREMENT SYSTEM OF IOWA**  
**YEAR ENDED JUNE 30, 2020**

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*Changes of benefit terms:*

There were no significant changes of benefit terms.

*Changes of assumptions*

The 2018 valuation changed postretirement mortality rates were based on the RP-2014 Blue Collor Healthy Annuitant Table with males set-forward zero years, females set-forward two years and disabled individuals set-forward three years (male only rates), with generational projection of future mortality improvement with 50% of Scale BB beginning in 2017.

The 2017 valuation added five years projection of future mortality improvement with Scale BB.

The 2016 valuation changed postretirement mortality rates to the RP-2000 Blue Collar Combined Healthy Mortality Table with males set-back two years, females set-forward one year and disabled individuals set-forward one year (male only rates), with no projection of future mortality improvement.

The 2015 valuation phased in the 1994 Group Annuity Mortality Table for post retirement mortality. This resulted in a weighting of 1/12 of the 1971 Group Annuity Mortality Table and 11/12 of the 1994 Group Annuity Mortality Table.

The 2014 valuation phased in the 1994 Group Annuity Mortality Table for post retirement mortality. This resulted in a weighting of 2/12 of the 1971 Group Annuity Mortality Table and 10/12 of the 1994 Group Annuity Mortality Table.



**CITY OF DUBUQUE, IOWA**  
**SCHEDULE OF CHANGES IN**  
**TOTAL OPEB LIABILITY, RELATED RATIOS AND NOTES**  
**LAST THREE FISCAL YEARS**

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	2020	2019	2018
Service Cost	\$ 288,187	\$ 296,597	\$ 277,469
Interest Cost	165,496	172,576	172,219
Changes in assumptions	(19,982)	85,951	138,371
Changes in experience	(242,263)	-	-
Other Changes	(49,950)	2,582	58,589
Benefit payments	(380,158)	(452,573)	(474,856)
Net change in total OPEB Liability	(238,670)	105,133	171,792
Total OPEB liability beginning of year	6,121,366	6,016,233	5,844,441
Total OPEB liability end of year	\$ 5,882,696	\$ 6,121,366	\$ 6,016,233
Covered-employee payroll	\$ 34,543,167	\$ 39,626,000	\$ 39,782,000
Total OPEB liability as a percentage of covered-employee payroll	17.03%	15.45%	15.12%

**Notes to Schedule of Changes in the Total OPEB Liability and Related Ratios**

No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement 75.

*Changes in benefit terms:*

There were no significant changes in benefit terms.

*Change in assumptions:*

Changes in assumptions and other inputs reflect the effects of changes in the discount rate, health care trend rates and other changes.

Note: GASB Statement No. 75 requires ten years of information to be presented in this table. However, until a 10-year trend is completed, the City will present information for those years for which information is available.

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# NONMAJOR GOVERNMENTAL FUNDS

## SPECIAL REVENUE FUNDS

Special revenue funds are used to account for specific revenues that are legally restricted to expenditure for particular purposes.

**Road Use Tax Fund** – This fund is used to account for state revenues allocated to the City for maintenance and improvement of City streets.

**Section VIII Housing Fund** – This fund is used to account for the operations of federal Section VIII existing, voucher, and moderate rehabilitation projects.

**Employee Benefits Fund** – This fund is used to account for pension and related employee benefit costs for those employees paid wages from the General Fund.

**Special Assessments Fund** – This fund is used to account for the financing of public improvements that are deemed to benefit primarily the properties against which special assessments are levied and to accumulate monies for the payment of principal and interest on the outstanding long-term debt service.

**Cable TV Fund** – This fund is used to account for the monies and related costs as set forth in the cable franchise agreement between the City of Dubuque and the cable franchisee.

**Library Expendable Gifts Trust** – This fund is used to account for contributions given to the library to be spent for specific purposes.

**IFA Housing Trust** – This fund is used to account for funds received under the Iowa Finance Authority State Housing Trust Fund Program.

**Police Expendable Gifts Fund** – This fund is used to account for contributions given to the police department to be spent for specific purposes.

**Veteran's Memorial** - This fund is used to account for contributions given to the Veteran's Memorial for specific purposes and for maintainance.

# NONMAJOR GOVERNMENTAL FUNDS

## CAPITAL PROJECTS FUNDS

Capital projects funds are used to account for the acquisition and construction of major capital facilities other than those financed by proprietary funds and trust funds.

**Airport Construction Fund** – This fund is used to account for the resources and costs related to airport capital improvements.

**Sales Tax Construction Fund** – This fund is used to account for the resources and costs related to capital improvements financed through the local option sales tax.

**General Construction Fund** – This fund is used to account for the resources and costs related to general capital improvements.

**Street Construction Fund** – This fund is used to account for the resources and costs related to street capital improvements.

## PERMANENT FUNDS

Permanent funds are used to report resources that are legally restricted to the extent that only earnings, not principal, may be used for purposes that support the reporting City's programs.

**Ella Lyons Peony Trail Trust Fund** – This fund is used for dividends and maintenance cost related to the City Peony Trail, per trust agreement.

**Library Gifts Trust Fund** – This fund is used to account for testamentary gifts to the City library.

**CITY OF DUBUQUE, IOWA  
COMBINING BALANCE SHEET  
NONMAJOR GOVERNMENTAL FUNDS  
JUNE 30, 2020**

	Special Revenue Funds			
	Road Use Tax	Section VIII Housing	Employee Benefits	Special Assessments
<b>ASSETS</b>				
Cash and pooled cash investments	\$ 4,778,396	\$ 381,745	\$ -	\$ -
Receivables				
Property tax				
Delinquent	-	-	100,588	-
Succeeding year	-	-	3,033,914	-
Accounts and other	-	67,199	-	-
Special assessments	-	-	-	407,620
Accrued interest	-	-	-	-
Notes	-	-	-	-
Intergovernmental	969,042	3,724	-	-
Inventories	302,382	-	-	-
Prepaid items	435	11,980	-	-
Restricted cash and pooled cash investments	-	308,903	-	-
Total Assets	<u>\$ 6,050,255</u>	<u>\$ 773,551</u>	<u>\$ 3,134,502</u>	<u>\$ 407,620</u>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>				
<b>LIABILITIES</b>				
Accounts payable	\$ 319,704	\$ 111,731	\$ -	\$ -
Accrued payroll	76,481	26,467	-	-
Intergovernmental payable	-	8,141	-	-
Due to other funds	-	-	-	-
Unearned revenue	-	117,685	-	-
Total Liabilities	<u>396,185</u>	<u>264,024</u>	<u>-</u>	<u>-</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Unavailable revenues				
Succeeding year property tax	-	-	3,033,914	-
Special assessments	-	-	-	389,289
Grants	-	3,724	-	-
Other	-	-	43,556	-
Total Deferred Inflows of Resources	<u>-</u>	<u>3,724</u>	<u>3,077,470</u>	<u>389,289</u>
<b>FUND BALANCES</b>				
Nonspendable:				
Endowment corpus	-	-	-	-
Inventory	302,382	-	-	-
Prepaid items	435	11,980	-	-
Restricted:				
Endowments	-	-	-	-
Library	-	-	-	-
Police	-	-	-	-
Veterans	-	-	-	-
Capital improvements	5,351,253	-	-	-
Franchise agreement	-	-	-	-
Special assessments	-	-	-	18,331
Iowa Finance Authority Trust	-	-	-	-
Community programs	-	593,625	-	-
Employee benefits	-	-	57,032	-
Committed, capital improvements	-	-	-	-
Unassigned	-	(99,802)	-	-
Total Fund Balances	<u>5,654,070</u>	<u>505,803</u>	<u>57,032</u>	<u>18,331</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>\$ 6,050,255</u>	<u>\$ 773,551</u>	<u>\$ 3,134,502</u>	<u>\$ 407,620</u>

Special Revenue Funds					Capital Projects Funds		
Cable TV	Library Expendable Gifts Trust	Police Expendable Gifts Trust	Veteran's Memorial	IFA Housing Trust	Airport Construction	General Construction	Sales Tax Construction
\$ 495,264	\$ 1,154,946	\$ 7,749	\$ 152,925	\$ 374,024	\$ (146)	\$ 699	\$ 3,070,492
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
136,095	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
2,081	3,716	25	-	-	-	648	9,975
-	-	-	-	861,944	-	34,085	657,518
-	-	-	-	-	632,963	546,269	152,219
-	-	-	-	-	-	599,254	-
21,669	-	-	-	-	-	3,847	-
-	-	-	-	-	1,262,287	1,344,808	1,207,665
<u>\$ 655,109</u>	<u>\$ 1,158,662</u>	<u>\$ 7,774</u>	<u>\$ 152,925</u>	<u>\$ 1,235,968</u>	<u>\$ 1,895,104</u>	<u>\$ 2,529,610</u>	<u>\$ 5,097,869</u>
\$ 1,165	\$ -	\$ -	\$ -	\$ -	\$ 291,831	\$ 726,502	\$ 72,339
13,418	1,448	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	42,278	414,272	-
-	-	-	-	-	-	-	-
<u>14,583</u>	<u>1,448</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>334,109</u>	<u>1,140,774</u>	<u>72,339</u>
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	294,122	47,886	-
-	-	-	-	-	-	-	-
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>294,122</u>	<u>47,886</u>	<u>-</u>
-	-	-	-	-	-	-	-
-	-	-	-	-	-	599,254	-
21,669	-	-	-	-	-	3,847	-
-	-	-	-	-	-	-	-
-	1,157,214	-	-	-	-	-	-
-	-	7,774	-	-	-	-	-
-	-	-	152,925	-	-	-	-
-	-	-	-	-	1,266,873	737,849	1,207,665
618,857	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	1,235,968	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	3,817,865
-	-	-	-	-	-	-	-
<u>640,526</u>	<u>1,157,214</u>	<u>7,774</u>	<u>152,925</u>	<u>1,235,968</u>	<u>1,266,873</u>	<u>1,340,950</u>	<u>5,025,530</u>
<u>\$ 655,109</u>	<u>\$ 1,158,662</u>	<u>\$ 7,774</u>	<u>\$ 152,925</u>	<u>\$ 1,235,968</u>	<u>\$ 1,895,104</u>	<u>\$ 2,529,610</u>	<u>\$ 5,097,869</u>

(Continued)

**CITY OF DUBUQUE, IOWA  
COMBINING BALANCE SHEET  
NONMAJOR GOVERNMENTAL FUNDS  
JUNE 30, 2020**

**EXHIBIT A-1 (CONTINUED)**

	Capital Projects Funds	Permanent Funds		Total Nonmajor Governmental Funds
	Street Construction	Ella Lyons Peony Trail Trust	Library Gifts Trust	
<b>ASSETS</b>				
Cash and pooled cash investments	\$ 2,168,691	\$ -	\$ -	\$ 12,584,785
Receivables				
Property tax				
Delinquent	-	-	-	100,588
Succeeding year	-	-	-	3,033,914
Accounts and other	26,045	-	-	229,339
Special assessments	-	-	-	407,620
Accrued interest	6,978	212	58	23,693
Notes	-	-	-	1,553,547
Intergovernmental	1,052,044	-	-	3,356,261
Inventories	-	-	-	901,636
Prepaid items	340	-	-	38,271
Restricted cash and pooled cash investments	-	155,677	18,051	4,297,391
Total Assets	<u>\$ 3,254,098</u>	<u>\$ 155,889</u>	<u>\$ 18,109</u>	<u>\$ 26,527,045</u>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>				
<b>LIABILITIES</b>				
Accounts payable	\$ 418,269	\$ -	\$ -	\$ 1,941,541
Accrued payroll	-	-	-	117,814
Intergovernmental payable	-	-	-	8,141
Due to other funds	-	-	-	456,550
Unearned revenue	-	-	-	117,685
Total Liabilities	<u>418,269</u>	<u>-</u>	<u>-</u>	<u>2,641,731</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Unavailable revenues				
Succeeding year property tax	-	-	-	3,033,914
Special assessments	-	-	-	389,289
Grants	515,173	-	-	860,905
Other	314,963	-	-	358,519
Total Deferred Inflows of Resources	<u>830,136</u>	<u>-</u>	<u>-</u>	<u>4,642,627</u>
<b>FUND BALANCES</b>				
Nonspendable:				
Endowment corpus	-	57,412	12,000	69,412
Inventory	-	-	-	901,636
Prepaid items	340	-	-	38,271
Restricted:				
Endowments	-	98,477	6,109	104,586
Library	-	-	-	1,157,214
Police	-	-	-	7,774
Veterans	-	-	-	152,925
Capital improvements	-	-	-	8,563,640
Franchise agreement	-	-	-	618,857
Special assessments	-	-	-	18,331
Iowa Finance Authority Trust	-	-	-	1,235,968
Community programs	-	-	-	593,625
Employee benefits	-	-	-	57,032
Committed, capital improvements	2,005,353	-	-	5,823,218
Unassigned	-	-	-	(99,802)
Total Fund Balances	<u>2,005,693</u>	<u>155,889</u>	<u>18,109</u>	<u>19,242,687</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>\$ 3,254,098</u>	<u>\$ 155,889</u>	<u>\$ 18,109</u>	<u>\$ 26,527,045</u>

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**CITY OF DUBUQUE, IOWA**  
**COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES**  
**NONMAJOR GOVERNMENTAL FUNDS**  
**FOR THE YEAR ENDED JUNE 30, 2020**

	Special Revenue Funds			
	Road Use Tax	Section VIII Housing	Employee Benefits	Special Assessments
REVENUES				
Taxes	\$ -	\$ -	\$ 3,645,629	\$ -
Special assessments	-	-	-	69,891
Intergovernmental	7,782,636	5,498,322	-	-
Charges for services	211,083	-	-	-
Investment earnings	-	8,257	-	21,506
Contributions	-	650	-	-
Miscellaneous	38,900	59,808	-	1,255
Total Revenues	<u>8,032,619</u>	<u>5,567,037</u>	<u>3,645,629</u>	<u>92,652</u>
EXPENDITURES				
Governmental activities				
Current				
Public safety	-	-	-	-
Public works	6,328,105	-	-	-
Culture and recreation	-	-	-	-
Community and economic development	-	5,707,258	-	-
General government	6,849	-	242	-
Debt service				
Interest and fiscal charges	-	-	-	-
Capital projects	442,418	-	-	-
Total Expenditures	<u>6,777,372</u>	<u>5,707,258</u>	<u>242</u>	<u>-</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>1,255,247</u>	<u>(140,221)</u>	<u>3,645,387</u>	<u>92,652</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	33,682	97,138	-	-
Transfers out	(462,469)	-	(3,633,932)	(109,439)
Insurance recovery	-	-	-	-
Sale of capital assets	-	-	-	-
Total Other Financing Sources (Uses)	<u>(428,787)</u>	<u>97,138</u>	<u>(3,633,932)</u>	<u>(109,439)</u>
NET CHANGE IN FUND BALANCES	826,460	(43,083)	11,455	(16,787)
FUND BALANCES, BEGINNING	<u>4,827,610</u>	<u>548,886</u>	<u>45,577</u>	<u>35,118</u>
FUND BALANCES, ENDING	<u>\$ 5,654,070</u>	<u>\$ 505,803</u>	<u>\$ 57,032</u>	<u>\$ 18,331</u>

Special Revenue Funds				Capital Projects Funds		
Cable TV	Library Expendable Gifts Trust	Police Expendable Gifts Trust	Veteran's Memorial	IFA Housing Trust	Airport Construction	General Construction
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-	-	-
-	-	-	-	106,583	998,895	499,120
750	8,976	-	-	-	169,259	-
11,710	25,507	176	2,812	-	19,047	42,834
-	460	3,655	8,700	-	-	2,684
564,765	98,997	-	-	537,161	390	14,292
<u>577,225</u>	<u>133,940</u>	<u>3,831</u>	<u>11,512</u>	<u>643,744</u>	<u>1,187,591</u>	<u>558,930</u>
-	-	3,102	-	-	-	-
-	-	-	-	-	-	-
-	137,140	-	2,029	-	-	-
-	-	-	-	-	-	-
570,026	-	-	-	-	-	-
5,000	-	-	-	-	-	(15,258)
-	-	-	-	-	1,848,826	5,519,810
<u>575,026</u>	<u>137,140</u>	<u>3,102</u>	<u>2,029</u>	<u>-</u>	<u>1,848,826</u>	<u>5,504,552</u>
2,199	(3,200)	729	9,483	643,744	(661,235)	(4,945,622)
-	-	-	-	50,000	335,790	2,948,594
-	-	-	-	-	(34,567)	(31,349)
-	-	-	-	-	-	-
-	-	-	-	-	-	3,000
-	-	-	-	50,000	301,223	2,920,245
2,199	(3,200)	729	9,483	693,744	(360,012)	(2,025,377)
<u>638,327</u>	<u>1,160,414</u>	<u>7,045</u>	<u>143,442</u>	<u>542,224</u>	<u>1,626,885</u>	<u>3,366,327</u>
<u>\$ 640,526</u>	<u>\$ 1,157,214</u>	<u>\$ 7,774</u>	<u>\$ 152,925</u>	<u>\$ 1,235,968</u>	<u>\$ 1,266,873</u>	<u>\$ 1,340,950</u>

(Continued)

**CITY OF DUBUQUE, IOWA  
COMBINING STATEMENT OF REVENUES,  
EXPENDITURES, AND CHANGES IN FUND BALANCES  
NONMAJOR GOVERNMENTAL FUNDS  
FOR THE YEAR ENDED JUNE 30, 2020**

**EXHIBIT A-2 (CONTINUED)**

	Capital Projects Funds		Permanent Funds		Total Nonmajor Governmental Funds
	Sales Tax Construction	Street Construction	Ella Lyons Peony Trail Trust	Library Gifts Trust	
REVENUES					
Taxes	\$ 1,930,466	\$ 2,895,699	\$ -	\$ -	\$ 8,471,794
Special assessments	-	-	-	-	69,891
Intergovernmental	-	1,180,314	-	-	16,065,870
Charges for services	-	18,720	-	-	408,788
Investment earnings	84,478	37,853	(2,470)	416	252,126
Contributions	-	-	-	-	16,149
Miscellaneous	2,637	73,574	-	158	1,391,937
Total Revenues	<u>2,017,581</u>	<u>4,206,160</u>	<u>(2,470)</u>	<u>574</u>	<u>26,676,555</u>
EXPENDITURES					
Governmental activities					
Current					
Public safety	-	-	-	-	3,102
Public works	-	-	-	-	6,328,105
Culture and recreation	-	-	-	1,760	140,929
Community and economic development	-	-	-	-	5,707,258
General government	-	-	-	-	577,117
Debt service					
Interest and fiscal charges	10,980	-	-	-	722
Capital projects	<u>1,617,936</u>	<u>3,413,817</u>	<u>-</u>	<u>-</u>	<u>12,842,807</u>
Total Expenditures	<u>1,628,916</u>	<u>3,413,817</u>	<u>-</u>	<u>1,760</u>	<u>25,600,040</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>388,665</u>	<u>792,343</u>	<u>(2,470)</u>	<u>(1,186)</u>	<u>1,076,515</u>
OTHER FINANCING SOURCES (USES)					
Transfers in	102,132	85,852	-	-	3,653,188
Transfers out	(758,092)	(674,769)	-	-	(5,704,617)
Insurance recovery	-	52,182	-	-	52,182
Sale of capital assets	-	-	-	-	3,000
Total Other Financing Sources (Uses)	<u>(655,960)</u>	<u>(536,735)</u>	<u>-</u>	<u>-</u>	<u>(1,996,247)</u>
NET CHANGE IN FUND BALANCES	<u>(267,295)</u>	<u>255,608</u>	<u>(2,470)</u>	<u>(1,186)</u>	<u>(919,732)</u>
FUND BALANCES, BEGINNING	<u>5,292,825</u>	<u>1,750,085</u>	<u>158,359</u>	<u>19,295</u>	<u>20,162,419</u>
FUND BALANCES, ENDING	<u>\$ 5,025,530</u>	<u>\$ 2,005,693</u>	<u>\$ 155,889</u>	<u>\$ 18,109</u>	<u>\$ 19,242,687</u>

# NONMAJOR ENTERPRISE FUNDS

Enterprise funds are used to account for operations that are financed and operated in a manner similar to private business enterprises -- where the intent of the City Council is that the costs of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or where the City Council has decided that periodic determination of net income is appropriate for accountability purposes.

**Refuse Collection Fund** – This fund is used to account for the operations of the City's refuse collection services.

**Transit System Fund** – This fund is used to account for the operations of the City's bus and other transit services.

**Salt Fund** – This fund is used to account for the operations of the City's salt distribution.

**America's River Project** – This fund is used to account for all projects covered by the Vision Iowa Grant, including all matching funds.

**CITY OF DUBUQUE, IOWA**  
**COMBINING STATEMENT OF NET POSITION**  
**NONMAJOR ENTERPRISE FUNDS**  
**JUNE 30, 2020**

**EXHIBIT B-1**

	Refuse Collection	Transit System	Salt	America's River Project	Total Other Enterprise Funds
<b>ASSETS</b>					
<b>CURRENT ASSETS</b>					
Cash and pooled cash investments	\$ 1,246,871	\$ 870,152	\$ 62,776	\$ 4	\$ 2,179,803
Receivables					
Accounts	424,445	439	-	-	424,884
Intergovernmental	-	3,093,798	-	-	3,093,798
Prepaid items	-	12,688	-	-	12,688
Inventories	-	2,044	-	-	2,044
Total Current Assets	1,671,316	3,979,121	62,776	4	5,713,217
<b>NONCURRENT ASSETS</b>					
Restricted cash and pooled cash investments	-	199,787	-	-	199,787
Capital assets					
Land	-	36,000	-	-	36,000
Buildings	-	13,366,053	175,458	-	13,541,511
Improvements to other than buildings	-	659,598	686,312	-	1,345,910
Machinery and equipment	2,808,292	7,570,600	36,342	-	10,415,234
Accumulated depreciation	(2,114,960)	(6,158,720)	(177,580)	-	(8,451,260)
Net Capital Assets	693,332	15,473,531	720,532	-	16,887,395
Total Noncurrent Assets	693,332	15,673,318	720,532	-	17,087,182
Total Assets	2,364,648	19,652,439	783,308	4	22,800,399
<b>DEFERRED OUTFLOWS OF RESOURCES</b>					
Pension related deferred outflows	204,091	299,534	-	-	503,625
OPEB related deferred outflows	10,384	8,407	-	-	18,791
Total Deferred Outflows of Resources	214,475	307,941	-	-	522,416
<b>LIABILITIES</b>					
<b>CURRENT LIABILITIES</b>					
Accounts payable	24,317	1,626,530	-	-	1,650,847
Accrued payroll	64,016	84,089	-	-	148,105
General obligation bonds payable	5,400	9,268	-	-	14,668
Accrued compensated absences	3,414	-	-	-	3,414
Accrued interest payable	1,980	722	-	-	2,702
Total Current Liabilities	99,127	1,720,609	-	-	1,819,736
<b>NONCURRENT LIABILITIES</b>					
General obligation bonds payable	61,629	289,810	-	-	351,439
Accrued compensated absences	213,160	36,193	-	-	249,353
Net pension liability	861,091	1,263,774	-	-	2,124,865
Total OPEB liability	235,307	190,488	-	-	425,795
Total Noncurrent Liabilities	1,371,187	1,780,265	-	-	3,151,452
Total Liabilities	1,470,314	3,500,874	-	-	4,971,188
<b>DEFERRED INFLOWS OF RESOURCES</b>					
Pension related deferred inflows	150,348	220,659	-	-	371,007
OPEB related deferred inflows	13,409	10,855	-	-	24,264
Total Deferred Inflows of Resources	163,757	231,514	-	-	395,271
<b>NET POSITION</b>					
Net investment in capital assets	626,303	15,374,240	720,532	-	16,721,075
Unrestricted	318,749	853,752	62,776	4	1,235,281
Total Net Position	\$ 945,052	\$ 16,227,992	\$ 783,308	\$ 4	\$ 17,956,356

**CITY OF DUBUQUE, IOWA**  
**COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION**  
**NONMAJOR ENTERPRISE FUNDS**  
**FOR THE YEAR ENDED JUNE 30, 2020**

**EXHIBIT B-2**

	Refuse Collection	Transit System	Salt	America's River Project	Total Other Enterprise Funds
<b>OPERATING REVENUES</b>					
Charges for sales and services	\$ 4,444,871	\$ 364,116	\$ 346,753	\$ -	\$ 5,155,740
Other	3,446	36,460	-	-	39,906
Total Operating Revenues	<u>4,448,317</u>	<u>400,576</u>	<u>346,753</u>	<u>-</u>	<u>5,195,646</u>
<b>OPERATING EXPENSES</b>					
Employee expense	2,805,672	2,436,336	-	-	5,242,008
Utilities	21,747	91,001	-	-	112,748
Repairs and maintenance	329,703	769,849	940	-	1,100,492
Supplies and services	889,936	463,777	304,977	3,161	1,661,851
Insurance	21,745	43,737	-	-	65,482
Depreciation	317,135	814,208	27,639	-	1,158,982
Total Operating Expenses	<u>4,385,938</u>	<u>4,618,908</u>	<u>333,556</u>	<u>3,161</u>	<u>9,341,563</u>
<b>OPERATING INCOME (LOSS)</b>	<u>62,379</u>	<u>(4,218,332)</u>	<u>13,197</u>	<u>(3,161)</u>	<u>(4,145,917)</u>
<b>NONOPERATING REVENUES</b>					
Intergovernmental	-	2,531,111	-	-	2,531,111
Investment earnings	27,158	3,059	-	-	30,217
Contributions	-	84,280	-	-	84,280
Interest expense	(1,745)	565	-	-	(1,180)
Gain on disposal of assets	16,500	(130,120)	-	-	(113,620)
Net Nonoperating Revenues	<u>41,913</u>	<u>2,488,895</u>	<u>-</u>	<u>-</u>	<u>2,530,808</u>
<b>INCOME (LOSS) BEFORE TRANSFERS</b>	<u>104,292</u>	<u>(1,729,437)</u>	<u>13,197</u>	<u>(3,161)</u>	<u>(1,615,109)</u>
<b>CAPITAL CONTRIBUTIONS</b>	-	1,524,575	-	-	1,524,575
<b>TRANSFERS IN</b>	<u>-</u>	<u>1,693,164</u>	<u>-</u>	<u>2,800</u>	<u>1,695,964</u>
<b>CHANGE IN NET POSITION</b>	<u>104,292</u>	<u>1,488,302</u>	<u>13,197</u>	<u>(361)</u>	<u>1,605,430</u>
<b>NET POSITION, BEGINNING</b>	<u>840,760</u>	<u>14,739,690</u>	<u>770,111</u>	<u>365</u>	<u>16,350,926</u>
<b>NET POSITION, ENDING</b>	<u>\$ 945,052</u>	<u>\$ 16,227,992</u>	<u>\$ 783,308</u>	<u>\$ 4</u>	<u>\$ 17,956,356</u>

**CITY OF DUBUQUE, IOWA**  
**COMBINING STATEMENT OF CASH FLOWS**  
**NONMAJOR ENTERPRISE FUNDS**  
**YEAR ENDED JUNE 30, 2020**

	Refuse Collection	Transit System	Salt	America's River Project	Total Other Enterprise Funds
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>					
Cash received from customers	\$ 4,020,426	\$ 366,262	\$ 346,753	\$ -	\$ 4,733,441
Cash payments to suppliers for goods and services	(1,261,848)	(1,390,499)	(305,917)	(3,161)	(2,961,425)
Cash payments to employees for services	(2,749,600)	(2,310,549)	-	-	(5,060,149)
Other operating receipts	3,446	36,460	-	-	39,906
<b>NET CASH PROVIDED BY (USED FOR) OPERATING ACTIVITIES</b>	<u>12,424</u>	<u>(3,298,326)</u>	<u>40,836</u>	<u>(3,161)</u>	<u>(3,248,227)</u>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>					
Transfers from other funds	-	1,693,164	-	2,800	1,695,964
Transfers to other funds	-	-	-	-	-
Contributions	-	1,608,855	-	-	1,608,855
Intergovernmental grant proceeds	-	613,900	-	-	613,900
<b>NET CASH PROVIDED BY NONCAPITAL FINANCING ACTIVITIES</b>	<u>-</u>	<u>3,915,919</u>	<u>-</u>	<u>2,800</u>	<u>3,918,719</u>
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>					
Proceeds from issuance of debt	-	-	-	-	-
Premium on debt issuance	-	-	-	-	-
Acquisition and construction of capital assets	(96,987)	(323,130)	-	-	(420,117)
Proceeds from sale of capital assets	16,500	-	-	-	16,500
Principal Paid	(5,222)	(9,600)	-	-	(14,822)
Interest paid	(2,064)	-	-	-	(2,064)
<b>NET CASH PROVIDED BY (USED FOR) CAPITAL AND RELATED FINANCING ACTIVITIES</b>	<u>(87,773)</u>	<u>(332,730)</u>	<u>-</u>	<u>-</u>	<u>(420,503)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>					
Interest received	<u>424,922</u>	<u>3,059</u>	<u>-</u>	<u>-</u>	<u>427,981</u>
<b>NET INCREASE (DECREASE) IN CASH AND POOLED INVESTMENTS</b>	<u>349,573</u>	<u>287,922</u>	<u>40,836</u>	<u>(361)</u>	<u>677,970</u>
<b>CASH AND POOLED INVESTMENTS, BEGINNING</b>	<u>897,298</u>	<u>782,017</u>	<u>21,940</u>	<u>365</u>	<u>1,701,620</u>
<b>CASH AND POOLED INVESTMENTS, ENDING</b>	<u>\$ 1,246,871</u>	<u>1,069,939</u>	<u>\$ 62,776</u>	<u>\$ 4</u>	<u>\$ 2,379,590</u>

**CITY OF DUBUQUE, IOWA**  
**COMBINING STATEMENT OF CASH FLOWS**  
**NONMAJOR ENTERPRISE FUNDS**  
**YEAR ENDED JUNE 30, 2020**

**EXHIBIT B-3**

	Business-type Activities - Enterprise Funds				
	Refuse Collection	Transit	Salt	America's River Project	Total Other Enterprise Funds
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED FOR) OPERATING ACTIVITIES					
Operating income (loss)	\$ 62,379	\$ (4,218,332)	\$ 13,197	\$ (3,161)	\$ (4,145,917)
Adjustments to reconcile operating income (loss) to net cash provided by (used for) operating activities					
Depreciation	317,135	814,208	27,639	-	1,158,982
Change in assets and liabilities					
(Increase) Decrease in receivables	(424,445)	2,146	-	-	(422,299)
Decrease in inventories and prepaid items	-	(2,563)	-	-	(2,563)
Increase in accounts payable	1,283	(19,572)	-	-	(18,289)
Increase (Decrease) in accrued liabilities	(6,253)	23,118	-	-	16,865
(Decrease) in net pension liability	(59,460)	(83,492)	-	-	(142,952)
Decrease in deferred outflows	36,000	52,083	-	-	88,083
Increase in deferred inflows	84,609	115,677	-	-	200,286
Increase in total OPEB liability	1,176	18,401	-	-	19,577
Total Adjustments	(49,955)	920,006	27,639	-	897,690
NET CASH PROVIDED BY (USED FOR) OPERATING ACTIVITIES	\$ 12,424	\$ (3,298,326)	\$ 40,836	\$ (3,161)	\$ (3,248,227)



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# INTERNAL SERVICE FUNDS

Internal service funds are used to account for the financing of goods or services provided by one department to other departments of the government and to other government units, on a cost-reimbursement basis.

**General Service Fund** - This fund is used to account for engineering, street, and general services supplied to other departments.

**Garage Service Fund** - This fund is used to account for maintenance and repair services for the City's automotive equipment.

**Stores/Printing Fund** - This fund is used to account for printing, supplies, and other services provided to other departments.

**Health Insurance Reserve Fund** - This fund is used to account for health insurance costs.

**Workers' Compensation Reserve Fund** - This fund is used to account for workers' compensation costs.

**CITY OF DUBUQUE, IOWA**  
**COMBINING STATEMENT OF NET POSITION**  
**INTERNAL SERVICE FUNDS**  
**JUNE 30, 2020**

	General Service	Garage Service	Stores/ Printing
<b>ASSETS</b>			
<b>CURRENT ASSETS</b>			
Cash and pooled cash investments	\$ 165,283	\$ 574,541	\$ 14,264
Receivables			
Accounts	-	-	-
Accrued interest	-	-	-
Prepaid items	-	-	-
Inventories	-	51,319	14,484
Total Current Assets	165,283	625,860	28,748
<b>NONCURRENT ASSETS</b>			
Capital assets			
Machinery and equipment	-	356,590	-
Accumulated depreciation	-	(263,134)	-
Net Capital Assets	-	93,456	-
Total Noncurrent Assets	-	93,456	-
Total Assets	165,283	719,316	28,748
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Pension related deferred outflows	206,807	115,834	-
<b>LIABILITIES</b>			
<b>CURRENT LIABILITIES</b>			
Accounts payable	-	38,333	8,558
Accrued payroll	-	32,543	-
Total Current Liabilities	-	70,876	8,558
<b>NONCURRENT LIABILITIES</b>			
Net pension liability	872,559	488,728	-
Total Noncurrent Liabilities	872,559	488,728	-
Total Liabilities	872,559	559,604	8,558
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Pension related deferred inflows	152,351	85,332	-
<b>NET POSITION</b>			
Net investment in capital assets	-	93,456	-
Unrestricted	(652,820)	96,758	20,190
Total Net Position (Deficit)	\$ (652,820)	\$ 190,214	\$ 20,190

Health Insurance Reserve	Workers' Compensation Reserve	Total
\$ 4,603,574	\$ 1,605,767	\$ 6,963,429
268,177	-	268,177
14,812	5,166	19,978
-	183,763	183,763
-	-	65,803
<u>4,886,563</u>	<u>1,794,696</u>	<u>7,501,150</u>
-	-	356,590
-	-	(263,134)
-	-	93,456
-	-	93,456
<u>4,886,563</u>	<u>1,794,696</u>	<u>7,594,606</u>
-	-	322,641
873,589	499,557	1,420,037
-	-	32,543
<u>873,589</u>	<u>499,557</u>	<u>1,452,580</u>
-	-	1,361,287
-	-	1,361,287
<u>873,589</u>	<u>499,557</u>	<u>2,813,867</u>
-	-	237,683
-	-	93,456
<u>4,012,974</u>	<u>1,295,139</u>	<u>4,772,241</u>
<u>\$ 4,012,974</u>	<u>\$ 1,295,139</u>	<u>\$ 4,865,697</u>

**CITY OF DUBUQUE, IOWA**  
**COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION (DEFICITS)**  
**INTERNAL SERVICE FUNDS**  
**FOR THE YEAR ENDED JUNE 30, 2020**

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	General Service	Garage Service	Stores/ Printing
OPERATING REVENUES			
Charges for sales and services	\$ 1,606,347	\$ 1,942,010	\$ 583,270
Other	-	55,543	-
Total Operating Revenues	<u>1,606,347</u>	<u>1,997,553</u>	<u>583,270</u>
OPERATING EXPENSES			
Employee expense	1,501,747	941,530	-
Utilities	1	30,810	6,821
Repairs and maintenance	-	54,093	-
Supplies and services	-	824,259	559,042
Insurance	-	16,604	-
Depreciation	-	40,868	-
Total Operating Expenses	<u>1,501,748</u>	<u>1,908,164</u>	<u>565,863</u>
OPERATING INCOME (LOSS)	104,599	89,389	17,407
NONOPERATING REVENUES (EXPENSES)			
Investment earnings	-	-	-
Gain on disposal of assets	-	2,679	-
Net Nonoperating Revenues (Expenses)	<u>-</u>	<u>2,679</u>	<u>-</u>
CHANGE IN NET POSITION	104,599	92,068	17,407
NET POSITION (DEFICIT), BEGINNING	<u>(757,419)</u>	<u>98,146</u>	<u>2,783</u>
NET POSITION (DEFICIT), ENDING	<u>\$ (652,820)</u>	<u>\$ 190,214</u>	<u>\$ 20,190</u>

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Health Insurance Reserve	Workers' Compensation Reserve	Total
\$ 9,359,270	\$ 807,864	\$ 14,298,761
137	14,432	70,112
<u>9,359,407</u>	<u>822,296</u>	<u>14,368,873</u>
-	-	2,443,277
-	-	37,632
-	-	54,093
10,259,919	-	11,643,220
-	158,042	174,646
-	-	40,868
<u>10,259,919</u>	<u>158,042</u>	<u>14,393,736</u>
(900,512)	664,254	(24,863)
119,990	38,415	158,405
-	-	2,679
<u>119,990</u>	<u>38,415</u>	<u>161,084</u>
(780,522)	702,669	136,221
<u>4,793,496</u>	<u>592,470</u>	<u>4,729,476</u>
<u>\$ 4,012,974</u>	<u>\$ 1,295,139</u>	<u>\$ 4,865,697</u>

**CITY OF DUBUQUE, IOWA**  
**COMBINING STATEMENT OF CASH FLOWS**  
**INTERNAL SERVICE FUNDS**  
**YEAR ENDED JUNE 30, 2020**

	General Service	Garage Service	Stores/ Printing
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>			
Cash received from customers	\$ 1,606,347	\$ 1,942,010	\$ 583,270
Cash payments to suppliers for goods and services	(1)	(950,333)	(569,639)
Cash payments to employees for services	(1,441,063)	(923,368)	-
Other operating receipts	-	55,543	-
<b>NET CASH PROVIDED BY (USED FOR) OPERATING ACTIVITIES</b>	<b>165,283</b>	<b>123,852</b>	<b>13,631</b>
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>			
Proceeds from sale of capital assets	-	2,679	-
<b>NET CASH (USED FOR) CAPITAL AND RELATED FINANCING ACTIVITIES</b>	<b>-</b>	<b>2,679</b>	<b>-</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>			
Interest received	-	-	-
<b>NET INCREASE (DECREASE) IN CASH AND POOLED INVESTMENTS</b>	<b>165,283</b>	<b>126,531</b>	<b>13,631</b>
<b>CASH AND POOLED INVESTMENTS, BEGINNING</b>	<b>-</b>	<b>448,010</b>	<b>633</b>
<b>CASH AND POOLED INVESTMENTS, ENDING</b>	<b>\$ 165,283</b>	<b>\$ 574,541</b>	<b>\$ 14,264</b>
<b>RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED FOR) OPERATING ACTIVITIES</b>			
Operating income	\$ 104,599	\$ 89,389	\$ 17,407
Adjustments to reconcile operating income to net cash provided by (used for) operating activities			
Depreciation	-	40,868	-
Change in assets and liabilities			
(Increase) in receivables	-	-	-
(Increase) Decrease in inventories and prepaid items	-	15,173	(4,902)
Increase (Decrease) in accounts payable	-	(39,740)	1,126
(Decrease) in net pension liability	(47,010)	(51,155)	-
Decrease in deferred outflows	34,407	25,783	-
Increase in deferred inflows	73,287	38,914	-
Increase in accrued liabilities	-	4,620	-
<b>Total Adjustments</b>	<b>60,684</b>	<b>34,463</b>	<b>(3,776)</b>
<b>NET CASH PROVIDED BY (USED FOR) OPERATING ACTIVITIES</b>	<b>\$ 165,283</b>	<b>\$ 123,852</b>	<b>\$ 13,631</b>

EXHIBIT C-3

Health Insurance Reserve	Workers' Compensation Reserve	Total
\$ 9,318,982	\$ 807,864	\$ 14,258,473
(10,362,276)	(865,338)	(12,747,587)
-	-	(2,364,431)
137	14,432	70,112
(1,043,157)	(43,042)	(783,433)
-	-	2,679
-	-	2,679
120,568	37,736	158,304
(922,589)	(5,306)	(622,450)
5,526,163	1,611,073	7,585,879
\$ 4,603,574	\$ 1,605,767	\$ 6,963,429
\$ (900,512)	\$ 664,254	\$ (24,863)
-	-	40,868
(40,288)	-	(40,288)
-	(183,763)	(173,492)
(102,357)	(523,533)	(664,504)
-	-	(98,165)
-	-	60,190
-	-	112,201
-	-	4,620
(142,645)	(707,296)	(758,570)
\$ (1,043,157)	\$ (43,042)	\$ (783,433)



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# AGENCY FUNDS

The agency fund is used to report resources held by the City in a purely custodial capacity.

**Cable Equipment Fund** – This fund is used to account for resources received under the cable franchise agreement to support public, educational, and governmental access and internet use grants.

**Dog Track Depreciation Fund** – This fund is used to account for the resources held for improvements at the greyhound racing facility.

**Flexsteel Decomission Fund** – This fund is used to account for the resources held for the decomissioning of the prior Flexsteel site.

**CITY OF DUBUQUE, IOWA**  
**COMBINING STATEMENT OF CHANGES IN ASSETS AND LIABILITIES**  
**AGENCY FUND**  
**FOR THE YEAR ENDED JUNE 30, 2020**

**EXHIBIT D-1**

	Balance Beginning of Year	Additions	Deductions	Balance End of Year
<b>CABLE EQUIPMENT FUND</b>				
<b>ASSETS</b>				
Cash and pooled cash investments	\$ 747,424	\$ 200,770	\$ 67,916	\$ 880,278
Prepays	12,054	7,552	12,054	7,552
Accounts receivable	50,729	47,633	50,729	47,633
Total Assets	<u>\$ 810,207</u>	<u>\$ 255,955</u>	<u>\$ 130,699</u>	<u>\$ 935,463</u>
<b>LIABILITIES</b>				
Due to other agency	\$ 810,207	\$ 255,955	\$ 130,699	\$ 935,463
Total Liabilities	<u>\$ 810,207</u>	<u>\$ 255,955</u>	<u>\$ 130,699</u>	<u>\$ 935,463</u>
<b>DOG TRACK DEPRECIATION FUND</b>				
<b>ASSETS</b>				
Cash and pooled cash investments	\$ 1,012,729	\$ 132,987	\$ 104,193	\$ 1,041,523
Accounts receivable	-	10,000	-	10,000
Accrued interest	2,820	3,351	2,820	3,351
Total Assets	<u>\$ 1,015,549</u>	<u>\$ 146,338</u>	<u>\$ 107,013</u>	<u>\$ 1,054,874</u>
<b>LIABILITIES</b>				
Due to other agency	\$ 1,015,549	\$ 146,338	\$ 107,013	\$ 1,054,874
Total Liabilities	<u>\$ 1,015,549</u>	<u>\$ 146,338</u>	<u>\$ 107,013</u>	<u>\$ 1,054,874</u>
<b>FLEXSTEEL DECOMMISSION FUND</b>				
<b>ASSETS</b>				
Cash and pooled cash investments	\$ 965,839	\$ 325,343	\$ 1,291,182	\$ -
Notes receivable	1,700,000	-	1,700,000	-
Total Assets	<u>\$ 2,665,839</u>	<u>\$ 325,343</u>	<u>\$ 2,991,182</u>	<u>\$ -</u>
<b>LIABILITIES</b>				
Due to other agency	\$ 2,665,839	\$ 325,343	\$ 2,991,182	\$ -
Total Liabilities	<u>\$ 2,665,839</u>	<u>\$ 325,343</u>	<u>\$ 2,991,182</u>	<u>\$ -</u>
<b>TOTAL AGENCY FUNDS</b>				
<b>ASSETS</b>				
Cash and pooled cash investments	\$ 2,725,992	\$ 659,100	\$ 1,463,291	\$ 1,921,801
Prepays	12,054	7,552	12,054	7,552
Accounts receivable	50,729	57,633	50,729	57,633
Notes receivable	1,700,000	-	1,700,000	-
Accrued interest	2,820	3,351	2,820	3,351
Total Assets	<u>\$ 4,491,595</u>	<u>\$ 727,636</u>	<u>\$ 3,228,894</u>	<u>\$ 1,990,337</u>
<b>LIABILITIES</b>				
Due to other agency	\$ 4,491,595	\$ 727,636	\$ 3,228,894	\$ 1,990,337
Total Liabilities	<u>\$ 4,491,595</u>	<u>\$ 727,636</u>	<u>\$ 3,228,894</u>	<u>\$ 1,990,337</u>

**Statistical Section (Unaudited)**  
**June 30, 2020**  
**City of Dubuque, Iowa**

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# CITY OF DUBUQUE, IOWA

## STATISTICAL SECTION

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This statistical section of the City's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

<b><u>Contents</u></b>	<b><u>Page</u></b>
<b>Financial Trends</b>	
These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.	154
<b>Revenue Capacity</b>	
These schedules contain information to help the reader assess the City's most significant local revenue source, the property tax.	162
<b>Debt Capacity</b>	
These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.	166
<b>Demographic and Economic Information</b>	
These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place and to help make comparisons over time and with other governments.	177
<b>Operating Information</b>	
These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.	179

**Sources:** Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant year.

**CITY OF DUBUQUE, IOWA  
NET POSITION BY COMPONENT  
LAST TEN FISCAL YEARS  
(ACCRUAL BASIS OF ACCOUNTING)**

	2011	2012	2013	2014	Fiscal - 2015
Governmental activities					
Net investment in capital assets	\$ 329,416,245	\$ 347,890,769	\$ 342,046,442	\$ 354,732,451	\$ 348,173,267
Restricted	23,738,199	26,180,100	23,491,207	21,501,638	22,047,405
Unrestricted	(4,891,381)	(16,876,988)	(8,361,688)	(18,151,279)	(49,579,334)
Total governmental activities net position	<u>\$ 348,263,063</u>	<u>\$ 357,193,881</u>	<u>\$ 357,175,961</u>	<u>\$ 358,082,810</u>	<u>\$ 320,641,338</u>
Business-type activities					
Net investment in capital assets	\$ 135,026,753	\$ 132,237,734	\$ 138,498,777	\$ 138,842,390	\$ 148,487,126
Restricted	893,519	957,802	6,011,848	5,315,519	7,796,668
Unrestricted	2,603,799	10,665,596	(641,384)	(593,202)	(4,568,933)
Total business-type activities net position	<u>\$ 138,524,071</u>	<u>\$ 143,861,132</u>	<u>\$ 143,869,241</u>	<u>\$ 143,564,707</u>	<u>\$ 151,714,861</u>
Primary government					
Net investment in capital assets	\$ 464,442,998	\$ 480,128,503	\$ 480,545,219	\$ 493,574,841	\$ 496,660,393
Restricted	24,631,718	27,137,902	29,503,055	26,817,157	29,844,073
Unrestricted	(2,287,582)	(6,211,392)	(9,003,072)	(18,744,481)	(54,148,267)
Total primary government net positions	<u>\$ 486,787,134</u>	<u>\$ 501,055,013</u>	<u>\$ 501,045,202</u>	<u>\$ 501,647,517</u>	<u>\$ 472,356,199</u>

TABLE 1

Year				
2016	2017	2018	2019	2020
\$ 369,244,904	\$ 375,578,520	\$ 379,040,697	\$ 385,005,220	\$ 387,344,725
21,473,309	23,955,112	27,269,997	28,321,603	26,501,434
(47,166,839)	(43,921,629)	(41,853,174)	(36,682,314)	(35,985,750)
<u>\$ 343,551,374</u>	<u>\$ 355,612,003</u>	<u>\$ 364,457,520</u>	<u>\$ 376,644,509</u>	<u>\$ 377,860,409</u>
\$ 161,326,743	\$ 164,448,390	\$ 168,205,523	\$ 179,561,228	\$ 191,757,112
4,254,907	3,796,752	3,053,616	3,131,716	3,187,364
(7,339,071)	3,876,760	10,696,792	12,617,567	17,437,890
<u>\$ 158,242,579</u>	<u>\$ 172,121,902</u>	<u>\$ 181,955,931</u>	<u>\$ 195,310,511</u>	<u>\$ 212,382,366</u>
\$ 530,571,647	\$ 540,026,910	\$ 547,246,220	\$ 564,566,448	\$ 579,101,837
25,728,216	27,751,864	30,323,613	31,453,319	29,688,798
(54,505,910)	(40,044,869)	(31,156,382)	(24,064,747)	(18,547,860)
<u>\$ 501,793,953</u>	<u>\$ 527,733,905</u>	<u>\$ 546,413,451</u>	<u>\$ 571,955,020</u>	<u>\$ 590,242,775</u>



**CITY OF DUBUQUE, IOWA  
CHANGES IN NET POSITION  
LAST TEN FISCAL YEARS  
(ACCRUAL BASIS OF ACCOUNTING)**

	2011	2012	2013	2014	Fiscal - 2015
Expenses					
Governmental activities:					
Public safety	\$ 23,759,068	\$ 26,326,367	\$ 28,292,481	\$ 27,578,517	\$ 25,525,937
Public works	18,978,423	22,917,747	21,607,536	21,306,882	19,207,837
Health and social services	1,072,347	913,954	716,970	1,055,398	928,968
Culture and recreation	10,911,733	12,749,558	13,647,178	13,696,331	13,002,690
Community and economic development	12,890,841	22,030,950	17,388,720	14,591,257	18,064,831
General government	9,052,704	6,133,983	6,248,483	9,610,084	6,420,173
Interest on long-term debt	3,294,951	3,294,912	4,049,640	3,684,993	3,903,667
Total governmental activities expenses	<u>79,960,067</u>	<u>94,367,471</u>	<u>91,951,008</u>	<u>91,523,462</u>	<u>87,054,103</u>
Business-type activities:					
Sewage disposal works	7,899,011	9,718,669	9,375,748	11,481,103	12,019,866
Water utility	6,523,993	7,410,710	6,817,772	8,812,340	7,800,393
Stormwater utility	2,811,321	2,750,767	3,347,304	3,431,096	4,131,562
Parking facilities	4,775,834	3,152,055	3,586,405	3,732,492	3,383,419
America's River Project	180,086	22,787	22,770	33,579	24,000
Refuse collection	2,828,891	3,173,075	3,468,859	3,750,366	3,740,404
Transit system	2,947,958	3,629,750	3,492,095	3,847,320	4,245,823
Salt	671,647	661,395	346,066	56,468	244,691
Total business-type activities expenses	<u>28,638,741</u>	<u>30,519,208</u>	<u>30,457,019</u>	<u>35,144,764</u>	<u>35,590,158</u>
Total primary government expenses	<u>\$ 108,598,808</u>	<u>\$ 124,886,679</u>	<u>\$ 122,408,027</u>	<u>\$ 126,668,226</u>	<u>\$ 122,644,261</u>
Program Revenues					
Governmental activities:					
Charges for services					
Public safety	2,579,573	2,915,562	2,495,737	2,624,455	2,532,114
Public works	5,331,667	5,178,439	4,472,479	5,829,293	6,092,356
Culture and recreation	2,108,177	2,321,553	2,488,844	2,321,265	2,547,843
Other activities	2,530,234	2,873,298	3,264,979	3,921,256	3,493,143
Operating grants and contributions	14,204,627	23,013,997	13,995,316	12,784,907	11,992,439
Capital grants and contributions	23,482,866	16,560,811	10,791,945	12,162,649	9,704,043
Total governmental activities program revenues	<u>50,237,144</u>	<u>52,863,660</u>	<u>37,509,300</u>	<u>39,643,825</u>	<u>36,361,938</u>
Business-type activities:					
Charges for services					
Sewage disposal works	6,643,974	7,827,281	8,924,785	10,025,673	10,582,662
Water utility	5,638,277	6,037,073	6,922,582	7,248,790	7,463,430
Stormwater utility	2,993,539	3,180,134	3,192,256	3,224,504	3,490,040
Parking facilities	2,750,610	2,908,989	2,883,865	2,920,148	3,036,214
America's River Project	-	-	-	-	-
Refuse collection	3,082,197	3,257,960	3,346,795	3,700,922	3,783,493
Transit system	193,236	278,835	307,314	275,907	397,545
Salt	773,258	665,942	395,000	45,600	232,271
Operating grants and contributions	2,773,933	1,579,493	2,264,695	1,717,208	1,866,535
Capital grants and contributions	6,536,527	5,323,486	1,240,583	2,920,942	10,020,715
Total business-type activities program revenues	<u>31,385,551</u>	<u>31,059,193</u>	<u>29,477,875</u>	<u>32,079,694</u>	<u>40,872,905</u>
Total primary government program revenues	<u>\$ 81,622,695</u>	<u>\$ 83,922,853</u>	<u>\$ 66,987,175</u>	<u>\$ 71,723,519</u>	<u>\$ 77,234,843</u>

TABLE 2

Year					
2016		2017		2018	
2019		2020			
\$	26,851,624	\$	30,020,343	\$	29,482,962
	24,323,023		19,608,137	\$	29,637,417
	967,936		815,251		24,835,035
	12,993,331		13,653,509		1,442,658
	15,464,781		18,096,170		12,916,646
	4,101,423		8,982,668		13,576,571
	2,963,134		3,467,685		17,848,570
	87,665,252		94,643,763		8,821,692
					2,929,997
					99,601,046
	12,817,669		11,326,661		11,725,889
	6,483,229		6,807,217		7,631,411
	5,021,523		6,234,015		5,887,171
	3,420,296		3,547,856		3,414,851
	21,521		22,893		3,161
	3,968,761		4,208,268		4,387,683
	4,274,967		4,237,054		4,748,463
	181,617		45,039		333,556
	36,189,583		36,429,003		38,132,185
\$	123,854,835	\$	131,072,766	\$	133,742,138
				\$	132,892,759
				\$	137,733,231
	2,713,065		2,930,068		2,641,633
	5,765,075		5,681,107		6,732,825
	2,723,270		2,767,636		2,237,000
	3,887,056		3,541,205		5,455,952
	15,301,219		15,028,527		14,484,320
	18,667,619		13,360,280		15,450,271
	49,057,304		43,308,823		47,002,001
	12,158,439		12,442,584		12,606,632
	8,406,928		8,553,225		9,273,720
	3,754,148		4,076,396		5,061,855
	3,247,383		3,286,947		2,313,344
	1,605		4		-
	3,857,340		4,185,051		4,448,317
	463,688		459,258		400,576
	81,720		86,887		346,753
	1,648,077		1,700,171		2,967,619
	7,607,721		14,160,820		6,410,594
	41,227,049		48,951,343		43,829,410
\$	90,284,353	\$	92,260,166	\$	88,459,494
				\$	92,775,553
				\$	90,831,411

(Continued)

**CITY OF DUBUQUE, IOWA**  
**CHANGES IN NET POSITION**  
**LAST TEN FISCAL YEARS**  
**(ACCRUAL BASIS OF ACCOUNTING)**

	Fiscal -			
	2011	2012	2013	2015
Net (Expense)/Revenue				
Governmental activities	\$ (29,722,923)	\$ (41,503,811)	\$ (54,441,708)	\$ (51,879,637)
Business-type activities	2,746,810	539,985	(979,144)	(3,065,070)
Total primary government net expense	<u>\$ (26,976,113)</u>	<u>\$ (40,963,826)</u>	<u>\$ (55,420,852)</u>	<u>\$ (54,944,707)</u>
General Revenues and Other Changes in Net Position				
Governmental activities:				
General Revenues				
Property taxes	\$ 28,249,114	\$ 30,816,614	\$ 32,668,554	\$ 33,264,283
Local option sales tax	7,929,761	8,459,888	8,764,787	8,211,366
Hotel/motel tax	1,826,809	1,903,944	1,953,763	2,006,514
Utility franchise fees	2,488,858	2,272,481	2,568,347	2,609,421
Gaming	13,327,223	8,785,453	8,452,298	7,878,008
Unrestricted investment earnings	668,363	1,529,149	201,153	777,958
Gain on sale of capital assets	149,937	1,417,048	907,122	483,782
Other	622,494	-	-	-
Transfers	(1,211,263)	(4,749,948)	(1,092,236)	(2,444,846)
Total governmental activities	<u>54,051,296</u>	<u>50,434,629</u>	<u>54,423,788</u>	<u>52,786,486</u>
Business-type activities:				
General Revenues				
Unrestricted investment earnings	184,581	206,672	65,321	135,461
Gain on sale of capital assets	19,337	84,178	384,697	180,229
Extraordinary item	(2,253,036)	(243,722)	(555,031)	-
Transfers	1,211,263	4,749,948	1,092,236	2,444,846
Total business-type activities	<u>(837,855)</u>	<u>4,797,076</u>	<u>987,223</u>	<u>2,760,536</u>
Total primary government	<u>\$ 53,213,441</u>	<u>\$ 55,231,705</u>	<u>\$ 55,411,011</u>	<u>\$ 55,547,022</u>
Change in Net Position				
Governmental activities	\$ 24,328,373	\$ 8,930,818	\$ (17,920)	\$ 906,849
Business-type activities	1,908,955	5,337,061	8,079	(304,534)
Total primary government	<u>\$ 26,237,328</u>	<u>\$ 14,267,879</u>	<u>\$ (9,841)</u>	<u>\$ 602,315</u>

**TABLE 2**  
**(continued)**

Year				
2016	2017	2018	2019	2020
\$ (38,607,948)	\$ (51,334,940)	\$ (49,552,772)	\$ (43,616,009)	\$ (52,599,045)
5,037,466	12,522,340	4,270,124	3,494,540	5,697,225
<u>\$ (33,570,482)</u>	<u>\$ (38,812,600)</u>	<u>\$ (45,282,648)</u>	<u>\$ (40,121,469)</u>	<u>\$ (46,901,820)</u>
\$ 36,518,506	\$ 39,678,473	\$ 39,632,246	\$ 37,973,888	\$ 38,354,691
9,155,411	8,890,046	8,610,948	8,940,109	9,652,332
2,128,042	2,821,745	2,286,469	2,113,273	2,117,506
4,360,107	4,558,847	4,832,958	5,072,350	4,976,472
8,440,161	8,098,324	8,062,251	8,730,986	7,394,294
1,082,165	335,577	688,769	1,858,476	1,857,420
813,492	83,720	309,857	94,980	23,866
-	-	-	-	-
(979,900)	(1,071,163)	(5,423,015)	(8,981,064)	(10,561,636)
<u>61,517,984</u>	<u>63,395,569</u>	<u>59,000,483</u>	<u>55,802,998</u>	<u>53,814,945</u>
407,528	231,746	268,283	798,497	796,494
102,824	54,074	4,680	80,479	16,500
-	-	-	-	-
979,900	1,071,163	5,423,015	8,981,064	10,561,636
<u>1,490,252</u>	<u>1,356,983</u>	<u>5,695,978</u>	<u>9,860,040</u>	<u>11,374,630</u>
<u>\$ 63,008,236</u>	<u>\$ 64,752,552</u>	<u>\$ 64,696,461</u>	<u>\$ 65,663,038</u>	<u>\$ 65,189,575</u>
\$ 22,910,036	\$ 12,060,629	\$ 9,447,711	\$ 12,186,989	\$ 1,215,900
6,527,718	13,879,323	9,966,102	13,354,580	17,071,855
<u>\$ 29,437,754</u>	<u>\$ 25,939,952</u>	<u>\$ 19,413,813</u>	<u>\$ 25,541,569</u>	<u>\$ 18,287,755</u>

**CITY OF DUBUQUE, IOWA**  
**FUND BALANCES, GOVERNMENTAL FUNDS**  
**LAST TEN FISCAL YEARS**  
**(MODIFIED ACCRUAL BASIS OF ACCOUNTING)**

	Fiscal -				
	2011	2012	2013	2014	2015
General Fund					
Nonspendable	\$ 868,631	\$ 5,613,359	\$ 6,646,278	\$ 6,549,063	\$ 6,082,043
Restricted	-	-	-	-	-
Assigned	8,904,490	5,549,803	3,434,440	1,904,805	647,772
Unassigned	6,139,306	9,371,016	8,806,171	7,356,066	8,693,524
Total general fund	<u>\$ 15,912,427</u>	<u>\$ 20,534,178</u>	<u>\$ 18,886,889</u>	<u>\$ 15,809,934</u>	<u>\$ 15,423,339</u>
All Other Governmental Funds					
Nonspendable	\$ 10,320,305	\$ 10,975,468	\$ 9,092,520	\$ 8,640,780	\$ 1,183,423
Restricted	18,010,570	31,362,126	30,738,046	23,620,615	30,496,183
Committed	5,203,472	5,843,671	10,827,172	10,548,592	12,298,896
Unassigned	<u>(377,363)</u>	<u>(429,344)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total all other governmental funds	<u>\$ 33,156,984</u>	<u>\$ 47,751,921</u>	<u>\$ 50,657,738</u>	<u>\$ 42,809,987</u>	<u>\$ 43,978,502</u>

TABLE 3

Year				
2016	2017	2018	2019	2020
\$ 6,049,052	\$ 5,585,672	\$ 5,414,922	\$ 5,369,478	\$ 5,145,558
-	2,208	-	229,995	219,741
1,015,935	1,590,065	1,267,250	1,438,616	1,396,196
10,908,497	12,582,596	15,193,241	19,276,479	20,128,223
<u>\$ 17,973,484</u>	<u>\$ 19,760,541</u>	<u>\$ 21,875,413</u>	<u>\$ 26,314,568</u>	<u>\$ 26,889,718</u>
\$ 553,292	\$ 944,856	\$ 415,271	\$ 406,813	\$ 1,030,515
27,450,187	28,103,397	30,347,598	34,367,024	30,247,351
7,635,502	6,592,154	4,660,158	3,009,111	5,823,218
-	-	(2,021,937)	(1,185,047)	(2,703,558)
<u>\$ 35,638,981</u>	<u>\$ 35,640,407</u>	<u>\$ 33,401,090</u>	<u>\$ 36,597,901</u>	<u>\$ 34,397,526</u>

**CITY OF DUBUQUE, IOWA**  
**CHANGES IN FUND BALANCES, GOVERNMENTAL FUNDS**  
**LAST TEN FISCAL YEARS**  
**(MODIFIED ACCRUAL BASIS OF ACCOUNTING)**

	Fiscal -				
	2011	2012	2013	2014	2015
Revenues					
Taxes	\$ 40,428,894	\$ 43,443,669	\$ 45,440,973	\$ 46,034,361	\$ 50,490,204
Special assessments	232,535	596,138	175,486	154,692	85,501
Licenses and permits	1,170,922	1,570,022	1,271,771	1,136,941	1,198,420
Intergovernmental	26,171,082	37,574,783	26,580,831	23,050,052	20,828,524
Charges for services	8,723,086	9,296,329	8,952,179	10,264,257	10,711,243
Fines and forfeits	454,117	525,389	484,128	455,219	362,661
Investment earnings	654,587	1,511,437	180,016	756,809	668,134
Contributions	1,297,621	1,578,376	370,154	678,561	789,268
Gaming	13,327,223	8,785,453	8,452,298	7,878,008	7,397,709
Miscellaneous	2,075,262	1,319,558	1,315,915	1,705,275	1,466,542
Total revenues	<u>94,535,329</u>	<u>106,201,154</u>	<u>93,223,751</u>	<u>92,114,175</u>	<u>93,998,206</u>
Expenditures					
Current					
Public safety	23,950,386	24,476,772	26,506,714	27,644,190	27,570,773
Public works	14,429,415	12,385,929	13,416,108	13,942,772	11,200,427
Health and social services	1,040,114	828,837	680,466	1,049,194	939,172
Culture and recreation	11,279,951	10,873,474	11,218,019	12,351,497	12,300,454
Community and economic development	12,361,176	22,237,140	18,678,496	14,420,980	16,418,909
General government	7,686,929	6,335,947	5,035,108	5,898,293	5,977,605
Debt service					
Principal	2,820,371	3,224,680	3,182,240	4,595,808	4,910,735
Interest	3,321,157	3,220,546	3,991,115	3,650,694	3,577,829
Capital projects	15,102,893	23,459,891	16,636,698	18,779,651	14,829,037
Total expenditures	<u>91,992,392</u>	<u>107,043,216</u>	<u>99,344,964</u>	<u>102,333,079</u>	<u>97,724,941</u>
Excess (deficiency) of revenues over (under) expenditures	<u>2,542,937</u>	<u>(842,062)</u>	<u>(6,121,213)</u>	<u>(10,218,904)</u>	<u>(3,726,735)</u>
Other Financing Sources (Uses)					
Issuance of bonds	6,996,722	27,215,363	6,577,268	-	11,137,321
Discount on bonds	(39,547)	(71,689)	-	-	72,852
Premiums on bonds	1,642	123,990	-	-	-
Issuance of refunding bonds	705,000	-	4,949,148	-	-
Payment to refunded bonds escrow agent	(690,000)	-	(4,949,148)	-	-
Transfers in	15,850,523	8,773,387	15,295,630	15,862,516	18,073,553
Transfers out	(18,961,892)	(18,336,603)	(16,981,203)	(17,294,762)	(25,241,795)
Insurance recovery	628,482	132,425	49,209	59,796	106,288
Sale of capital assets	753,153	2,221,877	2,438,837	666,648	360,436
Total other financing sources (uses)	<u>5,244,083</u>	<u>20,058,750</u>	<u>7,379,741</u>	<u>(705,802)</u>	<u>4,508,655</u>
Net change in fund balances	<u>\$ 7,787,020</u>	<u>\$ 19,216,688</u>	<u>\$ 1,258,528</u>	<u>\$ (10,924,706)</u>	<u>\$ 781,920</u>
Debt service as a percentage of noncapital expenditures	8.49%	7.65%	8.57%	9.51%	9.97%

TABLE 4

Year					
	2016	2017	2018	2019	2020
\$	51,580,084	\$ 55,949,111	\$ 55,362,621	\$ 54,101,901	\$ 54,818,674
	111,193	261,233	122,968	113,178	76,394
	1,480,643	1,505,564	1,642,498	1,619,892	1,497,086
	29,302,824	26,314,297	27,229,554	31,359,695	28,618,060
	10,919,854	10,816,025	11,559,017	12,476,036	10,994,598
	421,925	484,687	407,322	404,400	365,458
	1,082,165	335,577	688,769	1,701,846	1,699,015
	1,440,405	689,237	816,922	1,343,916	1,163,721
	8,440,161	8,098,324	8,062,251	8,708,702	7,394,294
	1,367,875	1,811,681	1,589,072	1,526,804	3,517,089
	106,147,129	106,265,736	107,480,994	113,356,370	110,144,389
	28,036,551	29,155,128	28,581,466	28,807,920	29,518,515
	14,597,823	11,728,716	11,687,309	12,851,393	11,838,812
	1,015,987	868,280	854,045	1,046,184	1,340,544
	11,909,029	12,397,294	12,776,591	13,037,048	13,199,378
	13,473,413	16,474,553	20,350,200	15,730,191	16,685,406
	6,436,114	7,287,586	6,755,479	6,571,094	7,447,439
	10,302,412	17,615,698	7,989,850	5,509,605	7,065,499
	3,707,268	3,579,807	3,274,200	3,320,911	3,044,421
	31,504,581	16,260,851	17,402,848	20,145,054	21,089,439
	120,983,178	115,367,913	109,671,988	107,019,400	111,229,453
	(14,836,049)	(9,102,177)	(2,190,994)	6,336,970	(1,085,064)
	3,933,882	230,000	110,000	2,883,875	1,372,907
	292,521	319,384	16,915	81,693	62,182
	-	-	-	-	-
	-	11,023,700	1,778,325	-	-
	4,650,000	-	-	-	-
	17,397,007	18,814,586	18,889,096	17,025,952	17,146,200
	(18,376,907)	(19,917,219)	(20,980,391)	(18,876,402)	(19,858,343)
	86,359	41,345	98,058	87,843	71,604
	1,063,814	378,861	2,154,546	96,035	665,289
	9,046,676	10,890,657	2,066,549	1,298,996	(540,161)
\$	(5,789,373)	\$ 1,788,480	\$ (124,445)	\$ 7,635,966	\$ (1,625,225)
	15.17%	20.94%	11.96%	9.84%	11.01%



**CITY OF DUBUQUE, IOWA  
TAXABLE AND ASSESSED VALUE OF PROPERTY  
LAST TEN FISCAL YEARS  
(IN THOUSANDS OF DOLLARS)**

**TABLE 5**

Levy Year	Fiscal Year	Real Property		Exemptions	Total		Total Taxable Value to Total Assessed Value	Total Direct Tax Rate
		Taxable Value	Assessed Value	Real Property	Taxable Value	Assessed Value		
2009	2011	\$ 2,159,622	\$ 3,349,823	\$ 8,885	\$ 2,150,737	\$ 3,349,823	64.20 %	10.02742 %
2010	2012	2,243,474	3,406,186	8,875	2,234,599	3,406,186	65.60	10.45111
2011	2013	2,337,129	3,476,638	8,872	2,328,257	3,476,638	66.97	10.78478
2012	2014	2,398,151	3,503,774	8,799	2,389,352	3,503,774	68.19	11.02586
2013	2015	2,522,048	3,686,202	8,729	2,513,319	3,686,202	68.18	11.02588
2014	2016	2,508,933	3,723,003	8,631	2,500,302	3,723,003	67.16	11.02590
2015	2017	2,652,700	3,914,425	8,086	2,644,614	3,914,425	67.56	11.16739
2016	2018	2,686,813	3,931,498	7,783	2,679,030	3,931,498	68.14	10.89220
2017	2019	2,765,470	4,141,732	7,921	2,757,549	4,141,732	66.58	10.58844
2018	2020	2,825,245	4,185,444	7,640	2,825,245	4,185,444	67.50	10.33144

Source: Dubuque County Assessor's and Auditor's Offices

**CITY OF DUBUQUE, IOWA**  
**PROPERTY TAX RATES**  
**DIRECT AND OVERLAPPING GOVERNMENTS**  
**LAST TEN FISCAL YEARS**  
**TAX RATES PER \$1,000 ASSESSED VALUE**

**TABLE 6**

Levy Year	Fiscal Year	Dubuque City	Dubuque School District	Board of Education and Independents	Area 1 Voc. Tech	Dubuque County	Total	Ratio of Dubuque City to Total
2009	2011	\$ 10.02742	\$ 16.88349	\$ 0.55740	\$ 1.03532	\$ 6.50193	\$ 35.00556	28.65 %
2010	2012	10.45111	16.87685	0.67766	1.07379	6.49167	35.57108	29.38
2011	2013	10.78477	15.40388	0.71653	0.98407	6.43124	34.32049	31.42
2012	2014	11.02586	14.60281	0.75274	0.90455	6.43124	33.71720	32.70
2013	2015	11.02588	13.99630	0.66355	0.90807	6.43124	33.02504	33.39
2014	2016	11.02590	14.05629	0.63899	0.91036	6.38779	33.01933	33.39
2015	2017	11.16739	14.97697	0.63146	0.93757	6.29673	34.01012	32.84
2016	2018	10.89220	14.95665	0.62780	1.09993	6.34143	33.91801	32.17
2017	2019	10.58844	14.59791	0.65204	1.09993	5.97760	32.91592	32.11
2018	2020	10.33144	14.71233	0.64911	1.03168	5.94098	32.66554	31.63

Separate components of the Dubuque City Rate is as follows:

Levy Year	Fiscal Year	General	Public Transit	Insurance	Employee Benefits	Debt Service	Total
2009	2011	\$ 8.10000	\$ 0.54469	\$ 0.20531	\$ 1.12441	\$ 0.05300	\$ 10.02741
2010	2012	8.10000	0.35273	0.19508	1.75052	0.05278	10.45111
2011	2013	8.10000	0.49516	0.13965	2.02267	0.02729	10.78477
2012	2014	8.10000	0.38382	0.16288	2.33093	0.04823	11.02586
2013	2015	8.10000	0.48268	0.16595	2.23209	0.04516	11.02588
2014	2016	8.10000	0.48461	0.16428	2.16440	0.11261	11.02590
2015	2017	8.10000	0.49739	0.14963	2.30637	0.11400	11.16739
2016	2018	8.10000	0.66319	0.15561	1.89350	0.07990	10.89220
2017	2019	8.10000	0.62877	0.13933	1.62026	0.10008	10.58844
2018	2020	8.10000	0.61307	0.13974	1.38492	0.09371	10.33144

Source: Dubuque County Auditor's Office.

**CITY OF DUBUQUE, IOWA  
PRINCIPAL PROPERTY TAXPAYERS  
CURRENT YEAR AND NINE YEARS AGO  
(IN THOUSANDS OF DOLLARS)**

**TABLE 7**

Taxpayer	2020			2011		
	Taxable Value	Rank	Percentage of Total City Taxable Value	Taxable Value	Rank	Percentage of Total City Taxable Value
Peninsula Gaming Company LLC	\$ 63,779	1	2.26 %	\$ 56,784	1	2.63 %
Kennedy Mall Inc.	38,960	2	1.38	31,133	2	1.44
GRDT Investments LLC (Queck)	31,301	3	1.11	19,157	3	0.89
ITC Midwest LLC	28,451	4	1.01			
Progressive Proccessing LLC (Hormel)	25,380	5	0.90			
Walter Development LLC	25,166	6	0.89			
MAR Holdings LLC (Medical Assoc.)	21,343	7	0.76	16,884	5	0.78
Nordstrom, Inc.	14,800	8	0.52	14,440	6	0.67
Flexsteel Industries, Inc.	14,792	9	0.52			
Platinum Holdings LLC	13,500	10	0.48	11,179	7	0.52
Lexington Dubuque LLC				9,844	10	0.46
Otto A LLC				17,500	4	0.81
Asbury Dubuque LLC				9,925	9	0.46
Minglewood Limitied Partnership				9,948	8	0.46
	<u>\$ 277,472</u>		<u>9.83 %</u>	<u>\$ 196,794</u>		<u>9.12 %</u>

Source: Dubuque County Auditor's Office

**CITY OF DUBUQUE, IOWA**  
**PROPERTY TAX LEVIES AND COLLECTIONS**  
**LAST TEN FISCAL YEARS**  
**(IN THOUSANDS OF DOLLARS )**

**TABLE 8**

<u>Fiscal Year</u>	<u>Levy Year</u>	<u>Total Tax Levy (1)</u>	<u>Current Tax Collections</u>	<u>Percent of Current Taxes Collected</u>	<u>Delinquent Tax Collections</u>	<u>Total Tax Collections (2)</u>	<u>Total Tax Collections to Total Tax Levy</u>	<u>Outstanding Delinquent Taxes</u>	<u>Ratio of Delinquent Taxes to Total Tax Levy</u>
2011	2010	\$ 19,906	\$ 19,793	99.4 %	\$ 13	\$ 19,806	99.5 %	\$ 276	1.39 %
2012	2011	21,340	21,339	100.0	1	21,340	99.9	185	0.87
2013	2012	22,789	22,752	99.8	7	22,759	99.9	182	0.80
2014	2013	23,993	23,915	99.7	8	23,923	99.7	211	0.88
2015	2014	24,866	24,715	99.4	7	24,722	99.4	362	1.46
2016	2015	24,944	24,889	100.0	84	24,973	100.0	288	1.15
2017	2016	26,435	26,318	99.6	2	26,320	99.6	354	1.34
2018	2017	25,924	26,026	100	1	26,027	100.4	199	0.77
2019	2018	26,556	26,442	99.6	4	26,446	99.6	202	0.76
2020	2019	26,360	26,106	99.0	1	26,107	99.0	1,096	4.16

(1) Excludes tax increment levy.

(2) Includes taxes collected in June by the County but not received by the City until July.

**CITY OF DUBUQUE**  
**RATIOS OF OUTSTANDING DEBT BY TYPE**  
**LAST TEN FISCAL YEARS**

Fiscal Year	Governmental Activities				Business -
	General Obligation Bonds	Tax Increment Financing Bonds	Tax Increment Financing Notes	Other Loans Payable	General Obligation Bonds
2011	\$ 32,561,048	\$ 23,037,222	\$ 1,931,348	\$ 282,857	\$ 25,254,652
2012	53,087,811	22,258,283	1,767,664	4,735,714	35,108,003
2013	56,517,165	21,920,537	1,235,903	5,638,871	34,921,131
2014	52,568,648	21,556,435	1,030,036	5,541,428	32,738,862
2015	59,614,941	21,165,946	811,608	5,444,285	45,868,394
2016	58,869,812	20,764,818	625,429	5,347,142	46,806,473
2017	53,800,719	20,333,690	451,763	4,650,000	44,487,023
2018	48,833,498	19,867,562	255,881	4,067,700	41,979,910
2019	46,917,828	19,366,434	176,054	3,984,111	39,246,002
2020	41,985,513	18,825,306	91,860	3,899,294	36,220,856

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

2016 data changed to include premium and discounts in the outstanding computation.

(1) Population and personal income data can be found in Table 18.

\* Personal Income unavailable at report date

TABLE 9

Type Activities						
Capital Loan Notes	Revenue Bonds	Other Loans Payable	Total Primary Government	Percentage of Personal Income (1)	Per Capita (1)	
\$ 33,195,408	\$ 6,777,793	\$ 2,252,109	\$ 125,292,437	5.1 %	\$ 2,174	
61,957,749	6,521,188	331,235	185,767,647	7.1	3,223	
75,415,431	6,260,299	309,304	202,218,641	7.8	3,508	
82,924,949	14,151,437	286,263	210,798,058	8.1	3,657	
85,477,970	34,543,432	262,055	253,188,631	10.0	4,393	
104,156,549	34,196,999	236,623	271,003,845	9.9	4,637	
110,513,944	33,840,566	5,209,900	273,287,605	10.1	4,648	
112,765,210	33,474,133	4,181,826	265,425,720	9.1	4,555	
111,655,588	33,097,700	3,152,331	257,596,051	8.4	4,446	
116,965,647	32,706,267	2,152,331	252,847,074	*	4,368	

**CITY OF DUBUQUE**  
**RATIOS OF GENERAL BONDED DEBT OUTSTANDING**  
**LAST TEN FISCAL YEARS**  
**DOLLARS IN THOUSANDS EXCEPT PER CAPITA**

**TABLE 10**

Fiscal Year	General Obligation Bonds	Taxable Value of Property	Percentage of Taxable Value of Property	Assessed Value of Property	Percentage of Assessed Value of Property	Per Capita
2011	\$ 57,816	\$ 2,159,622	2.68 %	\$ 3,349,823	1.73 %	\$ 1,003
2012	88,196	2,243,474	3.93	3,406,186	2.59	1,530
2013	91,438	2,337,129	3.91	3,476,638	2.63	1,586
2014	85,308	2,398,151	3.56	3,503,774	2.43	1,480
2015	105,483	2,522,048	4.18	3,686,202	2.86	1,830
2016	105,676	2,508,933	4.21	3,723,003	2.84	1,808
2017	98,288	2,652,700	3.71	3,914,425	2.51	1,672
2018	90,813	2,686,813	3.38	3,931,498	2.31	1,558
2019	86,164	2,765,470	3.12	4,141,732	2.08	1,487
2020	78,206	2,825,245	2.77	4,185,444	1.87	1,351

\*Prior year information has been modified to net GO Bonds with the fund balance in Debt Service.

\*General Obligation Bonds are netted with the fund balance in the Debt Service fund.

**CITY OF DUBUQUE, IOWA  
DIRECT AND OVERLAPPING DEBT  
AS OF JUNE 30, 2020**

**TABLE 11**

<b><u>Jurisdiction</u></b>	<b><u>Net General Obligation Bonded Debt Outstanding</u></b>	<b><u>Tax Increment Financing Bonds (1)</u></b>	<b><u>Tax Increment Financing Notes</u></b>	<b><u>Sales Tax Revenue Bonds</u></b>	<b><u>Loans Payable</u></b>	<b><u>Percentage Applicable to City</u></b>	<b><u>Amount Applicable to Government</u></b>
Direct, City of Dubuque, Iowa	\$ 76,664,999	\$ 18,985,000	\$ 91,860	\$ -	\$ 3,899,295	100.00 %	\$ 99,641,154
Overlapping:							
Dubuque County	20,405,000	-	-	-	205,561	73.85 %	15,220,899
Dubuque Community School District	-	-	-	-	-	70.57 %	-
Northeast Iowa Community College	13,340,000	-	-	-	18,015,000	53.64 %	16,818,822
Total Overlapping	33,745,000	-	-	-	18,220,561		32,039,721
Total	\$ 110,409,999	\$ 18,985,000	\$ 91,860	\$ -	\$ 22,119,856		\$ 131,680,875

**Source: Dubuque County Auditor, Dubuque Community School District and Northeast Iowa Community College**

(1) Excludes sales tax revenue bonds.

**Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City.**

This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of Dubuque. This process recognizes that, when considering the city's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt, of each overlapping government.



**CITY OF DUBUQUE, IOWA**  
**LEGAL DEBT MARGIN INFORMATION**  
**LAST TEN FISCAL YEARS**  
**(IN THOUSANDS OF DOLLARS)**

	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Debit limit	\$ 174,333	\$ 177,668	\$ 181,668	\$ 183,621
Total net debt applicable to limit	<u>109,636</u>	<u>142,551</u>	<u>144,118</u>	<u>131,289</u>
Legal debit margin	<u>\$ 64,697</u>	<u>\$ 35,117</u>	<u>\$ 37,550</u>	<u>\$ 52,332</u>
Total net debt applicable to the debt limit as a percentage of debt limit	62.89%	80.23%	79.33%	71.50%

**TABLE 12**

<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
\$ 193,114	\$ 196,031	\$ 207,174	\$ 209,049	\$ 221,513	\$ 239,298
<u>154,643</u>	<u>152,386</u>	<u>141,076</u>	<u>124,926</u>	<u>117,223</u>	<u>109,021</u>
<u>\$ 38,471</u>	<u>\$ 43,645</u>	<u>\$ 66,098</u>	<u>\$ 84,123</u>	<u>\$ 104,290</u>	<u>\$ 130,277</u>
80.08%	77.74%	68.10%	59.76%	52.92%	45.56%

**Legal Debt Margin Calculation for Fiscal Year 2020**

Estimated actual value	<u>\$ 4,785,964,957</u>
Debt limit - 5% of total actual valuation	\$ 239,298,248
Debt applicable to limit: (Including GO Debt, TIF Debt, and Lease)	(109,020,970)
Legal debt margin	<u>\$ 130,277,278</u>

**CITY OF DUBUQUE, IOWA  
REVENUE DEBT COVERAGE  
LAST TEN FISCAL YEARS  
( IN THOUSANDS OF DOLLARS )**

**TABLE 13**

Fiscal Year	Gross Revenues (1)	Operating Expenses (2)	Net Revenue Available For Debt Service	Current Fiscal Year's Debt Service Requirements			Coverage (3)
				Principal	Interest	Total	
WATER UTILITY							
2011	5,680	5,316	364	70	182	252	1.44
2012	6,087	5,895	192	255	238	493	0.39
2013	6,944	5,391	1,553	260	231	491	3.16
2014	7,283	7,384	(101)	432	344	776	(0.13)
2015	7,511	6,322	1,189	275	218	493	2.41
2016	8,508	4,826	3,682	285	211	496	7.42
2017	8,589	4,678	3,911	473	305	778	5.03
2018	8,962	4,989	3,973	489	288	777	5.11
2019	9,160	5,726	3,434	505	345	850	4.04
2020	9,497	5,599	3,898	1,049	371	1,420	2.75
STORMWATER UTILITY							
2011	3,023	1,679	1,344	100	178	278	4.83
2012	3,211	1,497	1,714	231	243	474	3.62
2013	3,194	2,019	1,175	462	268	730	1.61
2014	3,240	1,833	1,407	320	309	629	2.24
2015	3,551	2,162	1,389	331	311	642	2.16
2016	3,948	2,140	1,808	341	301	642	2.82
2017	4,224	2,601	1,623	352	291	643	2.52
2018	4,486	2,374	2,112	363	283	646	3.27
2019	5,062	3,229	1,833	343	273	616	2.98
2020	5,303	1,964	3,339	1,503	711	2,214	1.51
SEWAGE DISPOSAL WORKS							
2011	6,699	6,029	670	33	382	415	1.61
2012	7,878	7,018	860	34	1,129	1,163	0.74
2013	8,951	6,113	2,838	1,719	1,443	3,162	0.90
2014	10,083	6,754	3,329	2,326	1,423	3,749	0.89
2015	10,629	6,950	3,679	2,603	1,358	3,961	0.93
2016	12,237	7,702	4,535	2,610	1,435	4,045	1.12
2017	12,475	6,082	6,393	2,652	1,454	4,106	1.56
2018	12,731	6,360	6,371	2,707	1,476	4,183	1.52
2019	12,667	7,013	5,654	2,878	1,429	4,307	1.31
2020	12,777	6,645	6,131	2,946	1,362	4,308	1.42

(1) Total revenues (including interest).

(2) Total operating expenses exclusive of depreciation.

(3) Coverage is computed by dividing net revenue available for debt service by debt service requirement.

**CITY OF DUBUQUE, IOWA  
WATER AND SEWER RECEIPT HISTORY  
LAST TEN FISCAL YEARS**

**TABLE 14**

<u>Fiscal Year</u>	<u>Water Revenue</u>	<u>Sewer Revenue</u>	<u>Gallons Billed</u>
2011	\$ 5,561,910	\$ 6,502,740	1,903,364,420
2012	6,298,768	8,682,927	1,914,175,940
2013	6,701,771	8,472,382	1,945,227,547
2014	7,028,091	9,756,996	1,845,151,329
2015	7,231,393	10,417,833	1,864,028,948
2016	8,159,240	11,772,847	1,883,797,577
2017	8,248,796	12,000,115	1,844,997,668
2018	8,525,072	12,015,480	1,632,426,374
2019	8,636,521	12,266,217	1,750,735,443
2020	8,958,162	12,395,751	1,738,198,948

**Source: Cash basis receipt ledgers.**

\*Revenue includes penalties and investment earnings collected.

New in 2015 - revenue does not include sales tax. All years reflect this change.

**WATER RATE SCHEDULE HISTORY**

<u>Steps</u>	<u>Gallons</u>		<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
First	22,440	@	\$ 0.00512	\$ 0.00512	\$ 0.00488	\$ 0.00474	\$ 0.00447	\$ 0.00406	\$ 0.00387	\$ 0.00355
Next	89,760	@	0.00419	0.00419	0.00399	0.00387	0.00365	0.00332	0.00316	0.00290
Next	261,800	@	0.00391	0.00391	0.00372	0.00361	0.00340	0.00309	0.00294	0.00270
Next	374,000	@	0.00345	0.00345	0.00329	0.00280	0.00301	0.00274	0.00261	0.00239
Excess		@	0.00302	0.00302	0.00288	0.00280	0.00264	0.00240	0.00229	0.00210

**CITY OF DUBUQUE, IOWA  
WATER METERS BY RATE CLASS  
LAST TEN FISCAL YEARS**

**TABLE 15**

<b>Fiscal Year</b>	<b>Residential</b>	<b>Commercial</b>	<b>Industrial</b>	<b>Government</b>	<b>Total</b>
2011	20,338	1,904	79	51	22,372
2012	20,532	1,902	79	52	22,565
2013	20,753	1,921	80	53	22,807
2014	20,887	1,945	81	68	22,981
2015	20,969	1,968	83	76	23,096
2016	21,157	1,972	84	104	23,317
2017	21,522	2,061	83	114	23,780
2018	20,498	2,019	83	115	22,715
2019	20,523	2,148	80	147	22,898
2020	21,886	1,941	69	138	24,034

**CITY OF DUBUQUE, IOWA  
LARGEST WATER AND SEWER CUSTOMERS  
FISCAL YEAR 2020**

**TABLE 16**

Customer	Water Receipts	Rank	Percentage of Total Water Receipts		Sewer Receipts	Rank	Percentage of Total Sewer Receipts
Rousselot Inc #155296	\$ 390,478	1	3.50	%			
Prairie Farms Dairy Inc	218,443	2	1.96				
Hormel Foods Corporation*	163,328	3	1.46		\$ 368,486	1	2.97 %
Hormel Foods Corporation*	157,032	4	1.41		353,173	2	2.85
Alpine Park Community	47,996	5	0.43		96,599	3	0.78
Finley Hospital	47,717	6	0.43		73,714	6	0.59
Stonehill Nursing Home	45,411	7	0.41		83,082	4	0.67
Yes Companies Exp Fred, LLC	41,322	8	0.37		80,595	5	0.65
APC, Inc.	40,960	9	0.37				
Georgia Pacific	38,867	10	0.35		61,002	7	0.49
IADU Table Mound MHP LLC					60,801	8	0.49
Grand Harbor Resor & Waterpark					52,534	9	0.42
Ronsan Enterprises Inc/Days Inn					42,670	10	0.34
Total Receipts	<u>\$ 11,168,595</u>				<u>\$ 12,395,751</u>		

\*Same company, separate accounts. Previously combined several accounts under same business, now listed separately.

**CITY OF DUBUQUE, IOWA**  
**SALES TAX INCREMENT BONDS**  
**FISCAL YEAR ENDING JUNE 30, 2020**

**TABLE 17**

Fiscal Year	Estimated Sales Tax Increment Revenue Receipts*	Senior Lien Series 2015A Net Debt Service (1)	Remaining Revenues After Senior Lien Debt Service	Second Lien Series 2014 Net Debt Service (2)	Remaining Revenues After Second Lien Debt Service
2015 *	\$ 2,037,489	\$ -	\$ 2,037,489	\$ -	\$ 2,037,489
2016 *	2,532,846	-	2,532,846	-	2,532,846
2017 *	3,945,134	-	3,945,134	(323,100)	3,622,034
2018 *	3,654,915	(762,650)	2,892,265	(323,100)	2,569,165
2019 *	4,207,297	(762,650)	3,444,647	(323,100)	3,121,547
2020 *	4,709,559	(762,650)	3,946,909	(323,100)	3,623,809
2021	5,574,673	(762,650)	4,812,023	(323,100)	4,488,923
2022	6,380,938	(762,650)	5,618,288	(323,100)	5,295,188
2023	6,866,198	(2,767,650)	4,098,548	(438,100)	3,660,448
2024	6,956,351	(2,771,000)	4,185,351	(1,393,500)	2,791,851
2025	6,957,401	(2,768,969)	4,188,432	(1,400,500)	2,787,932
2026	6,952,046	(2,771,031)	4,181,015	(1,344,250)	2,836,765
2027	6,952,532	(2,768,719)	4,183,813	(1,363,000)	2,820,813
2028	6,947,494	(2,768,394)	4,179,100	(1,365,000)	2,814,100
2029	6,723,750	(2,767,300)	3,956,450	(1,365,000)	2,591,450
2030	6,250,000	(2,768,800)	3,481,200	-	3,481,200
2031	4,467,912	(2,766,400)	1,701,512	-	1,701,512
2032	2,217,912	-	2,217,912	-	2,217,912
2033	2,250,000	-	2,250,000	-	2,250,000

\* Actual receipts.

(1) Net of capitalized interest and the debt service reserve fund.

(2) Net of capitalized interest.

**CITY OF DUBUQUE, IOWA  
DEMOGRAPHIC AND ECONOMIC STATISTICS  
LAST TEN CALENDAR YEARS**

**TABLE 18**

<b>Year</b>	<b>Population</b>	<b>Personal Income</b>	<b>Per Capita Personal Income (1)</b>	<b>Median Age (2)</b>	<b>Public School Enrollment (3)</b>	<b>Unemployment Rate (4)</b>
2011	57,637	\$ 2,354,759,635	40,855	37	10,467	5.8 %
2012	57,637	2,453,952,912	42,576	37	10,469	5.2
2013	57,637	2,489,053,845	43,185	39	10,513	4.6
2014	57,637	2,560,293,177	44,421	39	10,578	4.4
2015	57,637	2,645,653,574	45,902	38	10,634	3.7
2016	58,436	2,734,454,184	46,794	38	10,588	3.9
2017	58,799	2,717,101,790	46,210	38	10,556	2.9
2018	58,276	2,903,485,148	49,823	37	10,507	2.2
2019	57,941	3,049,782,476	52,636	38	10,459	2.2
2020	57,882	*	*	38	10,489	8.7

**Data Sources:**

- (1) U.S. Department of Commerce, Bureau of Economic Analysis.
- (2) Greater Dubuque Development Corporation.
- (3) Dubuque Community School District.
- (4) Iowa Department of Employment Services as of June 30.

\* Unavailable at report date.



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**CITY OF DUBUQUE, IOWA  
PRINCIPAL EMPLOYERS  
CURRENT YEAR AND NINE YEARS AGO**

**TABLE 19**

Employer	2020			2011		
	# of Employees	Rank	Percentage of Total City Employment (1)	# of Employees	Rank	Percentage of Total City Employment (1)
John Deere (2)	2,600	1	4.88 %	1,946	2	3.58 %
Dubuque Community Schools	1,957	2	3.67	2,065	1	3.80
Mercy One	1,410	3	2.65	1,324	3	2.44
Medical Associates	1,061	4	1.99	999	5	1.84
Unity Point Health-Finley Hospital	975	5	1.83	920	6	1.69
Andersen Windows	750	6	1.41	550	9	1.01
City of Dubuque	737	7	1.38	666	7	1.26
Sedgwick	725	8	1.36			
Cottingham & Butler	715	9	1.34			
Dubuque Bank & Trust and Heartland Financial USA,	600	10	1.13			
IBM				1,300	4	2.39
Holy Family Catholic Schools				575	8	1.06
Prudential Retirement				550	9	1.01
Dubuque Racing Association				413	10	0.76
	<u>11,530</u>		21.63 %	<u>11,308</u>		20.86 %

Source: Greater Dubuque Development Corp.

(1) Based on the percentage of total employment for Dubuque area from the U.S. Department of Labor, Bureau of Labor Statistics.

(2) Located just outside City Limits.

**CITY OF DUBUQUE, IOWA  
FULL-TIME EQUIVALENT CITY GOVERNMENT EMPLOYEES BY  
FUNCTION/DEPARTMENT  
LAST TEN FISCAL YEARS**

	2011	2012	2013	2014
Public Safety				
Emergency Communications	13.00	13.00	13.00	13.00
Fire	90.00	90.00	90.00	90.00
Police	113.34	114.25	115.00	115.08
Building Services	9.00	9.00	9.00	9.24
Public Works				
Public Works	87.42	87.42	86.17	86.42
Engineering	27.00	27.00	29.00	29.00
Health & Social Services				
Health Services	4.00	4.00	4.00	4.00
Human Rights	3.00	4.00	5.00	5.00
Cultural and Recreation				
Civic Center	0.15	0.15	0.15	0.15
Library	18.00	18.00	19.00	19.00
Park	22.50	23.50	23.50	23.50
Recreation	8.93	9.93	9.93	9.93
Community & Economic Development				
Community / Economic Dev	3.00	3.00	3.00	4.00
Housing Services	22.25	23.00	25.80	27.00
Planning Services	8.00	8.00	8.00	8.00
General Government				
Airport	12.00	12.00	12.00	12.00
Cable TV	2.00	2.00	2.00	2.00
City Clerk's Office	3.00	3.00	3.00	3.00
City Manager's Office	15.00	14.00	15.00	15.00
Finance	14.00	14.00	14.00	14.08
Legal	5.00	5.00	5.00	5.00
Information Services	7.00	7.00	7.50	8.00
Business Type				
Water	25.00	25.00	25.00	26.00
Water & Resource Recovery Center	18.00	18.00	18.00	18.00
Parking	9.00	9.00	9.00	9.00
Transit	7.00	6.00	6.00	6.32
Total	<u>546.59</u>	<u>549.25</u>	<u>557.05</u>	<u>561.72</u>

**Source:** City Budget Records

Departments with employees who are allocated to more than one function are reflected in the area with largest number of employees.

TABLE 20

2015	2016	2017	2018	2019	2020
13.00	13.00	14.00	14.00	14.00	15.00
90.00	90.00	90.00	90.00	90.00	91.00
115.88	116.00	116.00	116.00	117.00	118.00
11.66	12.00	12.00	12.00	11.00	11.00
86.42	86.42	86.42	86.42	87.42	87.42
29.00	30.00	30.00	26.06	26.00	27.00
4.00	4.00	4.00	4.00	4.00	5.00
5.00	5.00	5.00	5.00	5.00	5.00
0.15	0.15	0.15	0.15	0.15	0.15
19.00	19.00	19.00	19.00	19.00	19.00
23.50	23.50	22.50	22.50	22.50	22.50
10.93	11.93	11.93	11.93	11.93	11.93
4.00	2.00	2.00	3.00	3.00	3.00
26.00	21.00	25.00	25.00	23.52	27.00
8.00	8.00	8.00	8.00	8.00	8.00
12.00	12.00	12.00	12.00	12.00	12.00
2.00	2.00	2.00	2.00	2.00	2.00
3.00	3.00	3.00	3.00	3.00	3.00
16.00	16.00	16.00	17.00	17.50	15.50
14.88	15.00	15.00	15.00	14.00	19.00
5.00	5.00	5.00	4.00	4.00	4.00
8.00	8.00	8.00	8.00	8.00	8.00
26.00	25.00	25.00	25.00	24.00	25.00
18.00	17.00	17.00	17.00	15.00	15.00
9.00	9.00	8.00	7.00	-	-
8.00	13.00	13.00	14.00	20.00	23.00
568.42	567.00	570.00	567.06	562.02	577.50

**CITY OF DUBUQUE, IOWA  
OPERATING INDICATORS BY  
FUNCTION/PROGRAM  
LAST TEN FISCAL YEARS**

	2011	2012	2013	Fiscal - 2014
Public Safety				
Police				
Physical arrests	6,350	6,319	6,106	5,532
Traffic violations	12,289	11,836	12,089	8,959
Parking violations	35,799	34,910	35,516	36,768
Fire				
Number of calls answered	4,884	5,307	4,792	5,165
Inspections conducted	555	589	512	471
Sewer				
Sewage system				
Daily average treatment in gallons	8,132,000	7,817,000	10,987,000	7,091,000
Maximum daily capacity of treatment plant in gallons	23,240,000	23,240,000	23,240,000	24,500,000
Water systems				
Daily average consumption in gallons	7,636,000	7,226,000	6,953,000	7,235,000
Maximum daily capacity of plant in gallons	18,000,000	18,000,000	18,000,000	18,000,000
Refuse (Municipal Collection)				
Tonnage	10,660	11,180	10,535	10,311

Sources: Various City Departments.

Statistics updated for fiscal year 2017

**TABLE 21**

Year					
2015	2016	2017	2018	2019	2020
3,767	3,397	3,238	3,519	3,403	2,830
7,354	9,058	9,063	9,415	8,369	7,156
37,635	38,880	33,953	32,857	25,685	18,044
5,603	5,750	5,990	5,949	6,058	6,304
791	993	1,649	1,675	1,232	1,260
7,237,000	7,016,000	7,377,000	7,900,000	7,930,000	8,730,000
24,500,000	24,500,000	24,500,000	24,500,000	24,500,000	24,500,000
6,956,000	7,068,184	7,200,000	6,917,000	6,133,000	6,210,000
18,000,000	18,000,000	18,000,000	18,000,000	18,000,000	18,000,000
10,690	11,098	11,284	11,481	11,569	12,212

**CITY OF DUBUQUE, IOWA  
CAPITAL ASSETS BY FUNCTION  
LAST TEN FISCAL YEARS**

	2011	2012	2013	2014
Public safety				
Police				
Stations	1	1	1	1
Patrol units	22	22	22	22
Fire				
Stations	6	6	6	6
Aerial trucks	3	3	3	3
Public works				
Streets				
Miles (1)	325	328	329	331
Street lights (1)	1,931	2,081	2,084	2,110
Health and social services				
Hospital	2	2	2	2
Number of patient beds	389	389	389	389
Cultural and recreation				
Library	1	1	1	1
Golf	1	1	1	1
Parks	48	51	51	51
Acreage	901	1,001	1,001	1,001
Recreation				
Civic center	1	1	1	1
Swimming pools	2	2	2	2
Softball fields	7	7	7	7
Baseball fields	1		1	1
Tennis courts	20	20	20	20
Sewer				
Sewage system				
Miles of sanitary sewer (1)	300	304	304	307
Miles of storm sewers (1)	150	155	141	144
Number of treatment plants	1	1	1	1
Number of service connectors	21,702	22,393	22,428	22,888
Water systems				
Miles of water mains	319	320	321	315
Number of service connectors	22,092	22,161	22,536	22,702
Number of city owned fire hydrants	2,854	2,863	2,879	2,336

**Sources:** Various City Departments.

(1) City GIS System

TABLE 22

2015	2016	2017	2018	2019	2020
1 22	1 22	1 22	1 22	1 22	1 22
6 3	6 3	6 3	6 3	6 3	6 3
333 2,161	332 2,162	336 2,184	334 2,312	340 2,436	331 2,489
2 373	2 373	2 373	2 373	2 373	2 373
1 1 53 974	1 1 53 974	1 1 53 974	1 1 53 974	1 1 53 974	1 1 53 985
1 2 11 1 20	1 2 11 1 20	1 2 11 1 20	1 2 11 1 20	1 2 10 1 16	1 2 10 1 16
320 145 1 22,928	322 147 1 23,119	326 152 1 23,343	321 156 1 23,423	332 158 1 23,488	333 151 1 23,601
318 22,787 2,346	329 22,970 2,380	337 23,443 2,450	370 23,546 2,973	410 23,605 2,539	325 23,695 2,553



**CITY OF DUBUQUE, IOWA  
RETAIL SALES  
LAST TEN CALENDAR YEARS**

**TABLE 23**

<b>Year</b>	<b>Taxable Retail Sales</b>	<b>Number of Businesses</b>
2011	\$ 1,014,284,468	2,009
2012	1,060,222,499	1,993
2013	1,057,837,212	2,008
2014	1,240,664,593	3,337
2015	1,305,893,119	3,347
2016	1,316,561,626	2,997
2017	1,324,993,666	2,971
2018	1,323,052,623	2,970
2019	1,353,208,250	3,353
2020	*	*

Data Sources:  
Iowa Department of Revenue

\* Unavailable at report date

**Compliance Section**  
**June 30, 2020**  
**City of Dubuque, Iowa**

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**Independent Auditor's Report on Internal Control Over Financial Reporting and on  
Compliance and Other Matters Based on an Audit of Financial Statements Performed  
in Accordance with *Government Auditing Standards***

To the Honorable Mayor and  
Members of the City Council  
City of Dubuque, Iowa

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Dubuque, Iowa, (City) as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated January 15, 2021.

The financial statements of Dubuque Initiatives and Subsidiaries, a discretely presented component unit which was audited by other auditors, were not audited in accordance with *Government Auditing Standards*, and accordingly, this report does not extend to those financial statements.

The financial statements of Dubuque Convention and Visitors Bureau, a discretely presented component unit, were not audited in accordance with *Government Auditing Standards*, and accordingly, this report does not extend to those financial statements.

**Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify a certain deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2020-001 that we consider to be a material weakness.

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*. However, we noted certain immaterial instances of non-compliance which are described in Part IV of the accompanying schedule of findings and questioned costs.

Comments involving statutory and other legal matters about the City's operations for the year ended June 30, 2020 are based exclusively on knowledge obtained from procedures performed during our audit of the financial statements of the City and are reported in Part IV of the accompanying schedule of findings and questioned costs. Since our audit was based on tests and samples, not all transactions that might have had an impact on the comments were necessarily audited. The comments involving statutory and other legal matters are not intended to constitute legal interpretations of those statutes.

### **City's Responses to Findings**

The City's responses to the findings identified in our audit are described in the accompanying schedule of findings and questioned costs. The City's responses were not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Handwritten signature of Erik Bailly in cursive script.

Dubuque, Iowa  
January 15, 2021



## **Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance**

To the Honorable Mayor and  
Members of the City Council  
City of Dubuque, Iowa

### **Report on Compliance for Each Major Federal Program**

We have audited the City of Dubuque, Iowa's (City) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2020. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

#### **Management's Responsibility**

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

#### **Auditor's Responsibility**

Our responsibility is to express an opinion on the compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinions on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

### **Opinion on Each Major Federal Program**

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have direct and material effect on each of its major federal programs for the year ended June 30, 2020.

### **Report on Internal Control over Compliance**

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



Dubuque, Iowa  
January 15, 2021

City of Dubuque, Iowa  
Schedule of Expenditures of Federal Awards  
Year Ended June 30, 2020

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-through Entity Identifying Number	Expenditures	Amounts Passed- Through to Subrecipients
<u>U.S. Department of Agriculture</u>				
Direct program				
Soil and Water Conservation	10.902		\$ 71,799	\$ -
Environmental Quality Incentives Program	10.912		15,094	-
Conservation Stewardship Program	10.924		2,594	-
Total U.S. Department of Agriculture			89,487	-
<u>U.S. Department of Housing and Urban Development</u>				
Direct program				
CDBG - Entitlement Grants Cluster				
Community Development Block Grants/Entitlement Grants	14.218		49,237	-
Community Development Block Grants/Entitlement Grants	14.218		251,317	-
Community Development Block Grants/Entitlement Grants	14.218		312,448	-
Community Development Block Grants/Entitlement Grants	14.218		846,560	115,880
COVID-19 - Community Development Block Grants/Entitlement Grants	14.218		172,900	-
Total CDBG - Entitlement Grants Cluster			1,632,462	115,880
Continuum of Care Program	14.267		84,739	-
Pass-through program from				
Iowa Economic Development Authority				
CDBG - Disaster Recovery Grants - Pub. L. No. 113-2 Cluster National Resiliency Disaster Recovery Competition	14.272	B-13-DS-19-001	9,680,113	-
Direct program				
Section 8 Project-Based Cluster				
Lower Income Housing Assistance Program - Section 8 Moderate Rehabilitation	14.856		92,080	-
Housing Voucher Cluster				
Section 8 Housing Choice Vouchers	14.871		5,343,226	-
Section 8 Housing Choice Vouchers	14.871		66,740	-
Total Housing Voucher Cluster			5,409,966	-
Lead-Based Paint Hazard Control in Privately-Owned Housing	14.900		545,198	-
Total U.S. Department of Housing and Urban Development			17,444,558	115,880
<u>U.S. Department of Interior</u>				
Pass-through program from				
Iowa Department of Cultural Affairs				
Historic Preservation Fund Grants-In-Aid	15.904	2019-03	6,589	-
<u>U.S. Department of Justice</u>				
Direct program				
COVID-19 - Coronavirus Emergency Supplemental Funding Program	16.034		1,742	-
Pass-through program from				
Iowa Department of Justice				
Violence Against Women Formula Grants	16.588	VW-19-14-CJ	1,216	-
Violence Against Women Formula Grants	16.588	VW-20-41-LE	1,470	-
			2,686	-



City of Dubuque, Iowa  
Schedule of Expenditures of Federal Awards  
Year Ended June 30, 2020

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-through Entity Identifying Number	Expenditures	Amounts Passed- Through to Subrecipients
<u>U.S. Department of Justice (continued)</u>				
Direct program				
Bulletproof Vest Partnership Program	16.607		\$ 4,428	\$ -
Pass-through program from				
Iowa Department of Justice				
Public Safety Partnership and Community				
Policing Grants	16.710	18-CAMP-05	5,315	-
Public Safety Partnership and Community				
Policing Grants	16.710	18-COPS-HEROIN-02	2,618	-
			<u>7,933</u>	<u>-</u>
Direct program				
Edward Byrne Memorial Justice				
Assistance Grant Program	16.738		7,185	-
Edward Byrne Memorial Justice				
Assistance Grant Program	16.738		12,168	-
Edward Byrne Memorial Justice				
Assistance Grant Program	16.738		19,548	-
Pass-through program from				
Dubuque County Sheriff's Office				
Edward Byrne Memorial Justice				
Assistance Grant Program	16.738	17-JAG-299019	31,658	-
			<u>70,559</u>	<u>-</u>
Total U.S. Department of Justice			<u>87,348</u>	<u>-</u>
<u>U.S. Department of Transportation</u>				
Direct program				
Airport Improvement Program	20.106		294,122	-
COVID-19 - Airport Improvement Program	20.106		274,162	-
Airport Improvement Program	20.106		581,546	-
Airport Improvement Program	20.106		338,794	-
			<u>1,488,624</u>	<u>-</u>
Highway Planning and Construction Cluster				
Pass-through program from				
Iowa Department of Transportation				
Highway Planning and Construction	20.205	EDP-2100(695)-7Y-31	547,006	-
Highway Planning and Construction	20.205	HDP-2100 (664)--71-31	7,916	-
Highway Planning and Construction	20.205	HDP-2100(679)-71-31	307,591	-
Highway Planning and Construction	20.205	SB-IA-2100(675)--7T-31	17,000	-
Highway Planning and Construction	20.205	STP-U-2100(693)-70-31	282,070	-
Highway Planning and Construction	20.205	STP-U-2100(634)-70-31	11,469	-
Highway Planning and Construction	20.205	TAP-U-2100(683)--8I-31	15,668	-
			<u>1,188,720</u>	<u>-</u>
Total Highway Planning and Construction Cluster			<u>1,188,720</u>	<u>-</u>
Federal Transit Cluster				
Direct program				
Federal Transit - Formula Grants	20.507		80,130	-
COVID-19 - Federal Transit - Formula Grants	20.507		1,175,154	-
Federal Transit - Formula Grants	20.507		767,200	-
			<u>2,022,484</u>	<u>-</u>
Buses and Bus Facilities Formula, Competitive, and				
Low or No Emissions Programs	20.526		1,632,894	-
Total Federal Transit Cluster			<u>3,655,378</u>	<u>-</u>

City of Dubuque, Iowa  
Schedule of Expenditures of Federal Awards  
Year Ended June 30, 2020

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-through Entity Identifying Number	Expenditures	Amounts Passed- Through to Subrecipients
<u>U.S. Department of Transportation (continued)</u>				
Pass-through program from				
Iowa Department of Transportation				
Formula Grants for Rural Areas				
and Tribal Transit Program	20.509	ICB-CY19	\$ 6,792	\$ -
Transit Services Program Cluster				
Enhanced Mobility of Seniors and				
Individuals with Disabilities	20.513	2020-001-00-SFY20	60,614	-
Highway Safety Cluster				
Iowa Department of Public Safety				
State and Community Highway Safety	20.600	PAP 19-402-MOOP	12,435	-
State and Community Highway Safety	20.600	PAP 20-402-MOOP	8,184	-
Total Highway Safety Cluster			20,619	-
Total U.S. Department of Transportation			6,420,747	-
<u>Environmental Protection Agency</u>				
Direct program				
Brownsfields Assessment and Cleanup				
Cooperative Agreements	66.818		48,878	-
Brownsfields Assessment and Cleanup				
Cooperative Agreements	66.818		99,773	-
Brownsfields Assessment and Cleanup				
Cooperative Agreements	66.818		61,289	-
Brownsfields Assessment and Cleanup				
Cooperative Agreements	66.818		500	-
Total Environmental Protection Agency			210,440	-
<u>Corporation for National and Community Service</u>				
Pass-through program from				
Iowa Commission on Volunteers				
AmeriCorps	94.006	19-AC-10	119,916	-
AmeriCorps	94.006	19-AF-05	35,297	-
AmeriCorps	94.006	18-AC-10	45,459	-
AmeriCorps	94.006	18-FP-02	6,725	-
Total Corporation for National and Community Service			207,397	-
Total			\$ 24,466,566	\$ 115,880

**Note 1 - Basis of Presentation**

The accompanying schedule of expenditures of federal awards (the schedule) includes the federal award activity of the City of Dubuque, Iowa, (the City) under programs of the federal government for the year ended June 30, 2020. The information is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position, fund balance, or cash flows of the City.

**Note 2 - Significant Accounting Policies**

Expenditures reported in the schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Federal financial assistance provided to a subrecipient is treated as an expenditure when it is paid to the subrecipient.

**Note 3 - Indirect Cost Rate**

The City has not elected to use the 10% de minimis cost rate.

**Part I: Summary of the Independent Auditor's Results:**

**FINANCIAL STATEMENTS**

Type of auditor's report issued	Unmodified
Internal control over financial reporting:	
Material weaknesses identified	Yes
Significant deficiencies identified not considered to be material weaknesses	None reported
Noncompliance material to financial statements noted?	No

**FEDERAL AWARDS**

Internal control over major programs:	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	None reported
Type of auditor's report issued on compliance for major programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance 2 CFR 200.516:	No

**Identification of major programs:**

<u>Name of Federal Program</u>	<u>CFDA Number</u>
CDBG - Entitlement Grants Cluster Community Development Block Grants/Entitlement Grants	14.218
CDBG - Disaster Recovery Grants - Pub. L. No. 113-2 Cluster National Resiliency Disaster Recovery Competition	14.272
Housing Voucher Cluster Section 8 Housing Choice Vouchers	14.871
Airport Improvement Program	20.106
Dollar threshold used to distinguish between type A and type B programs:	\$750,000
Auditee qualified as low-risk auditee?	No

## Part II: Findings related to Financial Statements

### Material Weakness

#### 2020-001 Material Audit Adjustments

*Criteria* – A properly designed system of internal control over financial reporting allows entities to initiate, authorize, record, process, and report financial data reliably in accordance with generally accepted accounting principles.

*Condition* – During the course of our engagement, we proposed material audit adjustments to accounts payable and the Schedule of Expenditures of Federal Awards. We also proposed significant audit adjustments to receivables, unavailable revenue, and capital assets.

*Cause* – The City’s existing internal controls over accounts payable, the Schedule of Expenditures of Federal Awards, receivables, unavailable revenue, and capital assets are limited.

*Effect* – The effect of this condition was financial data not in accordance with generally accepted accounting principles.

*Recommendation* – We recommend the City increase procedures over accounts payable, the Schedule of Expenditures of Federal Awards, receivables, unavailable revenue, and capital assets.

*Views of Responsible Officials* – We agree with the auditor’s comments. The City of Dubuque Finance Department has experienced significant staff turnover, including key management staff, in the past twelve months. The following action will be taken to improve the situation. An Assistant Director of Finance, who possesses significant government accounting experience, was hired on April 1, 2020. The Assistant Director of Finance has taken the lead of the audit and financial preparation and will continue to improve procedures. In addition, the City is in the process of selecting a new Enterprise Resource Planning (ERP) system to be implemented over the next two years. The new ERP system will have better management and controls over accounts payable, grants, accounts receivable, unearned revenue, and assets. The current ERP system lacks functionality and the procedures related to accounts payable, grants, accounts receivable, unearned revenue, and capital assets are all manual and compiled by reviewing invoices and receipts and compiling the information into spreadsheets.

## Part III: Findings and Questioned Costs for Federal Awards

There were no findings and questioned costs to report.

**Part IV: Other Findings Related to Required Statutory Reporting**

**2020-IA-A Certified Budget** – Disbursements during the year ended June 30, 2020 did not exceed the budget by function.

**2020-IA-B Questionable Expenditures** – We noted no expenditures that we believe may not meet the requirements of public purpose as defined in an Attorney General’s opinion dated April 25, 1979.

**2020-IA-C Travel Expense** – No expenditures of City money for travel expenses of spouses of City officials or employees were noted.

**2020-IA-D Business Transactions** – Business transactions between the City and City officials or employees are detailed as follows:

Name, Title, and Business Connection	Transaction Description	Amount
Riley Fairchild, City employee, spouse is owner of Fairchild Business Coaching	Services	\$ 18,950
Mike Kerth, City employee, spouse is co-owner of Steve's Ace Hardware	Supplies	14,100
Gina Hodgson, City employee, spouse is Bob Hodgson	Crop Cover	1,635
Paula Cook, City employee, spouse is owner of JASC Property LLC.	Services	483
Douglas Merke, City employee, spouse is owner of River Valley Veterinary Services	Services	450
John Hefel, City employee, spouse is owner of A Frame of Mind Framing & Gallery	Services	318

In accordance with Chapter 362.5(3)(j) of the Code of Iowa, the transaction with Gina Hodgson, Paula Cook, Douglas Merke, and John Hefel do not appear to represent conflict of interest since the total transaction was less than \$6,000 during the fiscal year. The transactions with Riley Fairchild and Mike Kerth may represent conflicts of interest since they were not entered into through competitive bidding in accordance with Chapter 362.5(3)(d) of the Code of Iowa.

**2020-IA-E Restricted Donor Activity** – No transactions were noted between the City, City officials, City employees, and restricted donors in compliance with Chapter 68B of the Code of Iowa.

**Part IV: Other Findings Related to Required Statutory Reporting (continued)**

- 2020-IA-F Bond Coverage** – Surety bond coverage of City officials and employees is in accordance with statutory provisions. The amount of coverage should be reviewed annually to ensure the coverage is adequate for current operations.
- 2020-IA-G Council Minutes** – No transactions were found that we believe should have been approved in the Council minutes but were not.
- 2020-IA-H Deposits and Investments** – No instances of non-compliance with the deposit and investment provisions of Chapters 12B and 12C of the Code of Iowa and the City’s investment policy were noted.
- 2020-IA-I Revenue Debt** – No instances of non-compliance with the provisions of the Sewage Disposal Works, Water Utility, or Stormwater Utility revenue debt resolutions were noted.
- 2020-IA-J Annual Urban Renewal Report** – The annual urban renewal report was properly approved and certified to the Iowa Department of Management on or before December 1. However, we noted instances in which TIF debt balances did not reconcile with City records.

**Recommendation** – The City should implement additional preparation and review procedures relating to the Annual Urban Renewal Report.

**Response** – We agree with the auditor’s comments. The following action will be taken to improve the situation. The annual TIF Debt Certification to the County and the Annual Urban Renewal Report will be prepared at the same time. A reconciliation will be done between both reports prior to submittal.

- 2020-IA-K Solid Waste Tonnage Fees Retained** – No instances of non-compliance with the solid waste fees used or retained in accordance with provisions of Chapter 455B.310 of the Code of Iowa by the Dubuque Metropolitan Area Solid Waste Agency, a component unit of the City, were noted.
- 2020-IA-L Financial Assurance** – The Dubuque Metropolitan Area Solid Waste Agency, a component unit of the City, has demonstrated financial assurance for closure and postclosure care costs by establishing a local government dedicated fund as provided in 567-113.14(6) of the Iowa Administrative Code.
- 2020-IA-M Public Improvement Projects** – During our audit, we noted one project in which the City published a notice of public hearing 24 days before the date of the public hearing. To be in accordance with Chapter 26.12 and Chapter 362.3 of the Code of Iowa, a notice of public hearing must be published for public improvement projects between 4-20 days before the public hearing date.

**Recommendation** – The City should ensure all notices are published in accordance with Chapter 26.12 and Chapter 362.3 of the Code of Iowa.

**Part IV: Other Findings Related to Required Statutory Reporting (continued)**

**Response** – We agree with the auditor’s comments. The following action will be taken to improve the situation. The notice for the Jackson Street Construction Project should have been split into two separate notices: Notice of Hearing and the Notice to Property Owners. A notice to property owners has a different timeline and publication requirement than a Notice of Hearing. In the future, notices for construction projects will be reviewed to ensure that publication requirements are met.



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## **APPENDIX D: FORM OF CONTINUING DISCLOSURE CERTIFICATE**

## CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Dubuque, State of Iowa (the "Issuer"), in connection with the issuance of \$3,720,000\* Water Revenue Refunding Bonds, Series 2021C (the "Bonds") dated August 18, 2021\*. The Bonds are being issued pursuant to a Resolution of the Issuer approved on \_\_\_\_\_, 2021 (the "Resolution"). The Issuer covenants and agrees as follows:

Purpose of the Disclosure Certificate; Interpretation. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5). This Disclosure Certificate shall be governed by, construed and interpreted in accordance with the Rule, and, to the extent not in conflict with the Rule, the laws of the State. Nothing herein shall be interpreted to require more than required by the Rule.

Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Financial Information" shall mean financial information or operating data of the type included in the final Official Statement, provided at least annually by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Business Day" shall mean a day other than a Saturday or a Sunday or a day on which banks in Iowa are authorized or required by law to close.

"Dissemination Agent" shall mean the Issuer or any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with S.E.C. Rule 15c2-12.

"Holders" shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"Municipal Securities Rulemaking Board" or "MSRB" shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

"National Repository" shall mean the MSRB's Electronic Municipal Market Access website, a/k/a "EMMA" (emma.msrb.org).

"Official Statement" shall mean the Issuer's Official Statement for the Bonds, dated \_\_\_\_\_, 2021.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission (S.E.C.) under the Securities Exchange Act of 1934, and any guidance and procedures thereunder published by the S.E.C., as the same may be amended from time to time.

"State" shall mean the State of Iowa.

Provision of Annual Financial Information.

a. The Issuer shall, or shall cause the Dissemination Agent to, not later than two hundred ten (210) days after the end of the Issuer's fiscal year (presently June 30th), commencing with information for the 2020/2021 fiscal year, provide to the National Repository an Annual Financial Information filing consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Financial Information filing must be submitted in such format as is required by the MSRB (currently in "searchable PDF" format). The Annual Financial Information filing may be submitted as a single document or as separate documents comprising a package. The Annual Financial Information filing may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Financial Information filing and later than the date required above for the filing of the Annual Financial Information if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

b. If the Issuer is unable to provide to the National Repository the Annual Financial Information by the date required in subsection (a), the Issuer shall send a notice to the Municipal Securities Rulemaking Board, if any, in substantially the form attached as Exhibit A.

c. The Dissemination Agent shall:

i. each year file Annual Financial Information with the National Repository; and

ii. (if the Dissemination Agent is other than the Issuer), file a report with the Issuer certifying that the Annual Financial Information has been filed pursuant to this Disclosure Certificate, stating the date it was filed.

Content of Annual Financial Information. The Issuer's Annual Financial Information filing shall contain or incorporate by reference the following:

d. The last available audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer's audited financial statements for the preceding years are not available by the time Annual Financial Information is required to be filed pursuant to Section 3(a), the Annual Financial Information filing shall contain unaudited financial statements of the type included in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Financial Information when they become available.

e. A table, schedule or other information prepared as of the end of the preceding fiscal year, of the type contained in the final Official Statement under the caption "Rates and Charges," "Number of Water Customers," "Larger Water Customers", "Water Sales," "Historical Cash Flow & Anticipated Debt Coverage," "Water System Revenue Debt," "Debt Limit," "Direct Debt," & "Other Debt".

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been filed with the National Repository. The Issuer shall clearly identify each such other document so included by reference.

Reporting of Significant Events.

f. Pursuant to the provisions of this Section, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not later than 10 Business Days after the day of the occurrence of the event:

- i. Principal and interest payment delinquencies;
- ii. Non-payment related defaults, if material;
- iii. Unscheduled draws on debt service reserves reflecting financial difficulties;
- iv. Unscheduled draws on credit enhancements relating to the Bonds reflecting financial difficulties;
- v. Substitution of credit or liquidity providers, or their failure to perform;

vi. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Series Bonds, or material events affecting the tax-exempt status of the Bonds;

vii. Modifications to rights of Holders of the Bonds, if material;

viii. Bond calls (excluding sinking fund mandatory redemptions), if material, and tender offers;

ix. Defeasances of the Bonds;

x. Release, substitution, or sale of property securing repayment of the Bonds, if material;

xi. Rating changes on the Bonds;

xii. Bankruptcy, insolvency, receivership or similar event of the Issuer;

xiii. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

xv. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and

xvi. Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

g. Whenever the Issuer obtains the knowledge of the occurrence of a Listed Event, the Issuer shall determine if the occurrence is subject to notice only if material, and if so shall as soon as possible determine if such event would be material under applicable federal securities laws.

h. If the Issuer determines that knowledge of the occurrence of a Listed Event is not subject to materiality, or determines such occurrence is subject to materiality and would be material under applicable federal securities laws, the Issuer shall promptly, but not later than 10 Business Days after the occurrence of the event, file a notice of such

occurrence with the Municipal Securities Rulemaking Board through the filing with the National Repository.

Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate with respect to each Series of Bonds shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds of that Series or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

i. If the amendment or waiver relates to the provisions of Section 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

j. The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

k. The amendment or waiver either (i) is approved by the Holders of the Bonds in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Financial Information filing, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Financial Information filing for the year in which the change is made

will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Financial Information filing or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Financial Information filing or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Financial Information filing or notice of occurrence of a Listed Event.

Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Rescission Rights. The Issuer hereby reserves the right to rescind this Disclosure Certificate without the consent of the Holders in the event the Rule is repealed by the S.E.C. or is ruled invalid by a federal court and the time to appeal from such decision has expired. In the event of a partial repeal or invalidation of the Rule, the Issuer hereby reserves the right to rescind those provisions of this Disclosure Certificate that were required by those parts of the Rule that are so repealed or invalidated.



Date: \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF DUBUQUE, STATE OF IOWA

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

EXHIBIT A

NOTICE TO NATIONAL REPOSITORY OF FAILURE TO FILE ANNUAL FINANCIAL  
INFORMATION

Name of Issuer: City of Dubuque, Iowa.

Name of Bond Issue: \$3,720,000\* Water Revenue Refunding Bonds, Series 2021C

Dated Date of Issue: August 18, 2021\*

NOTICE IS HEREBY GIVEN that the Issuer has not provided Annual Financial Information with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Certificate delivered by the Issuer in connection with the Bonds. The Issuer anticipates that the Annual Financial Information will be filed by \_\_\_\_\_.

Dated: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF DUBUQUE, STATE OF IOWA

By: \_\_\_\_\_

Its: \_\_\_\_\_

## **APPENDIX E: EXCERPTS OF THE MASTER RESOLUTION AND THE SERIES RESOLUTION**

*This Appendix includes a summary of certain definitions and provisions of the Master Resolution (referred to herein as the "Master Resolution") and the Series Resolution (the "Series Resolution") authorizing the issuance of the Series 2021C Bonds. The summary does not purport to be comprehensive or definitive and is qualified in its entirety by reference to the complete resolutions. For descriptions of the provisions of the Series Resolution relating to the authorization of the Bonds and their redemption, please see the inside cover pages of this Official Statement, and "DESCRIPTION OF THE BONDS" herein.*

## EXCERPTS FROM THE MASTER RESOLUTION

### DEFINITIONS

**Definitions.** The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

**"Authorized Denominations"** shall mean \$5,000 or any integral multiple thereof.

**"Beneficial Owner"** shall mean the person in whose name such Bond is recorded as the beneficial owner of a Bond by a Participant on the records of such Participant or such person's subrogee.

**"Bond Principal and Interest Fund"** means the fund by that name established in Section 6.5 of this Resolution.

**"Bond Register"** means the books maintained by the Registrar for the registration, transfer and exchange of Bonds.

**"Bondholder"** means the registered owner of one or more Bonds.

**"Bonds"** means any water revenue bonds, notes or other obligations authorized by and authenticated and delivered pursuant to this Resolution and any Series Resolution, including the Series 2008D Bonds, any other Senior Bonds, and any Subordinate Bonds.

**"City Clerk"** means the individual presently serving as the City Clerk of the Issuer, and any successor who may hereafter serve as such officer or be charged with substantially the same duties and responsibilities.

**"Code"** means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

**"Continuing Disclosure Certificate"** shall mean that certain Continuing Disclosure Certificate executed by the Issuer and dated the date of issuance and delivery of the Series 2008D Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

**"Costs of Issuance"** means issuance costs with respect to any series of Bonds, including but not limited to the following: underwriters' spread (whether realized directly or derived through purchase of such Bonds at a discount below the price at which they are expected to be sold to the public); Credit Facility fees; trustee's fees; counsel fees (including bond counsel, underwriter's counsel, and any other specialized counsel fees incurred in connection with the borrowing); fees of any Financial Advisor to the Issuer incurred in connection with the issuance of the Bonds; Rating Agency fees; escrow agent and paying agent fees; accountant fees and other expenses related to issuance of the Bonds; printing costs (for the Bonds and of the preliminary and final official statement relating to the Bonds); and other fees and expenses of the Issuer incurred in connection with the issuance of the Bonds.

**"Credit Facility"** means any letter of credit, insurance policy, guaranty, surety bond, standby bond purchase agreement, line of credit, revolving credit agreement, or similar obligation, arrangement, or instrument issued by a bank, insurance company, or other financial institution which is used by the Issuer to perform one or more of the following tasks: (i) enhancing the Issuer's credit by assuring owners of any of the Bonds that Principal of and interest on such Bonds will be paid promptly when due; (ii) providing liquidity for the owners of Bonds through undertaking to cause Bonds to be bought from the owners thereof when submitted pursuant to an arrangement prescribed by the Series Resolution relating to such Bonds; or (iii) remarketing any Bonds so submitted to the Issuer or Credit Facility Provider for purchase (whether or not the same Credit Facility Provider is remarketing the Bonds).

**"Credit Facility Agreement"** means an agreement between the Issuer and a Credit Facility Provider pursuant to which the Credit Facility Provider issues a Credit Facility and may include the promissory note or other instrument evidencing the Issuer's obligations to a Credit Facility Provider pursuant to a Credit Facility Agreement.

**"Credit Facility Provider"** means any issuer of a Credit Facility then in effect for all or part of the Bonds. Whenever in

a Series Resolution the consent of the Credit Facility Provider is required, such consent shall only be required from the Credit Facility Provider whose Credit Facility is issued with respect to the series of Bonds for which the consent is required.

**"Debt Service Requirement"** shall mean the total Principal and interest coming due on Senior Bonds, or all Bonds, as applicable, whether at maturity, on any Interest Payment Date, or upon mandatory sinking fund redemption in any specified period; provided, however, that the Debt Service Requirement with respect to any Bonds shall mean the net amount of principal and interest coming due on such Bonds after taking into account any so-called "subsidy" (i.e., the amount of anticipated investment earnings which will accrue on any reserve account relating to the Bonds and which will reduce the debt service payments of the Issuer with respect to such Bonds). In addition:

- (a) With respect to any Bonds secured by a Credit Facility, Debt Service Requirement shall include (i) any upfront or periodic commission or commitment fee obligations with respect to such Credit Facility, (ii) the outstanding amount of any Reimbursement Obligation owed to the applicable Credit Facility Provider and interest thereon, and (iii) any remarketing agent fees.
- (b) The Principal of and interest on Bonds shall be excluded from the determination of Debt Service Requirement to the extent that (1) the same were or are expected to be paid with amounts on deposit on the date of calculation (or Bond proceeds to be deposited on the date of issuance of proposed Bonds) in the Project Fund, the Debt Service Reserve Fund or a similar fund for Subordinate Bonds or (2) cash or non-callable Government Obligations are on deposit in an irrevocable escrow or trust account in accordance with Section 9.1 hereof (or a similar escrow or trust account for Subordinate Bonds) and such amounts (including, where appropriate, the earnings or other increment to accrue thereon) are required to be applied to pay Principal or interest and are sufficient to pay such Principal or interest.

**"Debt Service Reserve Fund"** means the fund by that name established in Section 6.6 of this Resolution.

**"Debt Service Reserve Requirement"** means the amount determined to be a reasonable reserve for the payment of Principal of and interest on Senior Bonds (other than Senior SRF Bonds), which amount shall be the least of (a) 10% of the stated Principal amount of the Senior Bonds (other than Senior SRF Bonds), (b) the maximum annual Principal and interest requirements on the Senior Bonds (other than Senior SRF Bonds) (determined as of the issue date of each series of such Senior Bonds), or (c) 125% of the average annual Principal and interest requirements on the Senior Bonds (other than Senior SRF Bonds) (determined as of the issue date of each series of such Senior Bonds). If the aggregate initial offering price of a series of Bonds to the public is less than 98% or more than 102% of par, such offering price shall be used in lieu of the stated Principal amount. Notwithstanding the foregoing, the Debt Service Reserve Requirement, if any, in connection with any Senior SRF Bonds or any Subordinate Bonds shall be as provided in the Series Resolution authorizing the issuance of such Senior SRF Bonds or such Subordinate Bonds.

**"Depository Bonds"** shall mean the Bonds as issued in the form of one global certificate for each maturity, registered in the Bond Register maintained by the Registrar in the name of DTC or its nominee.

**"DTC"** shall mean The Depository Trust Company, New York, New York, a limited purpose trust company, or any successor book-entry securities depository appointed for the Bonds.

**"Financial Advisor"** means a financial advisory firm appointed by the Governing Body for the purpose of assisting the Issuer with the structuring and offering of Bonds, SRF Bonds, Subordinate Bonds or other obligations.

**"Fiscal Year"** shall mean the twelve-month period beginning on July 1 of each year and ending on the last day of June of the following year, or any other consecutive twelve-month period adopted by the Governing Body or by law as the official accounting period of the System. Requirements of a Fiscal Year as expressed in this Resolution shall exclude any payment of principal or interest falling due on the first day of the Fiscal Year and include any payment of principal or interest falling due on the first day of the succeeding Fiscal Year.

**"Governing Body"** shall mean the City Council of the Issuer, or its successor in function with respect to the operation and control of the System.

**"Government Obligations"** means (a) direct obligations of the United States of America for the full and timely payment

of which the full faith and credit of the United States of America is pledged or (b) obligations issued by an agency controlled or supervised by and acting as an instrumentality of the United States of America, the full and timely payment of the principal of and the interest on which is fully and unconditionally guaranteed as a full faith and credit obligation of the United States of America (including any securities described in (a) or (b) issued or held in book-entry form on the books of the Department of the Treasury of the United States of America), which obligations, in either case, (i) are not subject to redemption or prepayment prior to maturity except at the option of the holder of such obligations and (ii) may include U.S. Treasury Trust Receipts.

**"Gross Revenues"** shall mean all rents, profits, fees, charges and income derived directly from the operation of the System, including Investment Earnings.

**"Independent Auditor"** shall mean an independent firm of certified public accountants or the Auditor of the State of Iowa.

**"Interest Payment Date"** means each date on which interest is to become due on any Bonds, as established in the Series Resolution for such Bonds, and with respect to the Series 2008D Bonds, shall be as specified in Section 2.2 hereof.

**"Investment Earnings"** means all interest received on and profits derived from investments of moneys in all funds and accounts of the Issuer established hereunder, other than investments derived from or with respect to (i) all funds and accounts established in connection with SRF Bonds and (ii) those funds or accounts established within or as part of the Project Fund or the Rebate Fund.

**"Issuer"** shall mean the City of Dubuque, Iowa.

**"Maximum Annual Debt Service Requirement"** means the maximum amount of Debt Service Requirements as computed for the then current or any future Fiscal Year.

**"Net Revenues"** shall mean Gross Revenues of the System after provision for payment of all Operation and Maintenance Expenses.

**"Operation and Maintenance Expenses"** shall mean the reasonable necessary current expenses paid or accrued in operating and maintaining the System as determined in accordance with generally accepted accounting principles, including but not limited to (a) costs, including a reserve for bad debts of collecting Gross Revenues and making refunds; (b) engineering, audit reports, legal and administrative expenses; (c) salaries, wages, benefits and other compensation; (d) costs of routine repairs, replacements and renewals; (e) costs of utility services; (f) general administrative overhead, marketing or advertising; (g) losses from the sale, abandonment, reclassification or other disposition of any property of the System; (h) material and supplies used in the ordinary course of business; (i) contractual and professional services; (j) costs of insurance and fidelity bonds; (k) costs of carrying out provisions of the Resolution; (l) expenditures which do not exceed the standards for capitalization under the Issuer's accounting basis; and (m) all other routine costs and expenses. The term "Operation and Maintenance Expense" shall not include any allowance for depreciation or amortization, any debt service or the costs associated with early extinguishment of debt, nor any other accounting charges which are not payable from Gross Revenues.

**"Operation and Maintenance Fund"** means the fund by that name established in Section 6.4 of this Resolution.

**"Original Purchaser"** shall mean the purchaser of the Series 2008D Bonds from the Issuer at the time of their original issuance.

**"Outstanding"** shall mean, as of a particular date, all such Bonds theretofore and thereupon delivered except: (a) any such Bond cancelled by or on behalf of the Issuer on or before said date; (b) any such Bond defeased pursuant to Section 9.1 of this Resolution or of the Series Resolution authorizing its issuance, or otherwise defeased as permitted by applicable law; and (c) any such Bond in lieu of or in substitution for which another bond shall have been delivered pursuant to the Series Resolution authorizing the issuance of such Bond.

**"Outstanding SRF Loan"** shall mean the \$1,037,000 Water Revenue Capital Loan Note, Series 2007, dated October 18, 2007 and authorized for issuance under the Prior Resolution. The Outstanding SRF Loan shall be deemed to be a Senior SRF Bond under this Resolution.

**"Participants"** shall mean those broker-dealers, banks and other financial institutions for which DTC holds Bonds as securities depository.

**"Paying Agent"** shall mean Wells Fargo Bank, National Association, or such successor as may be approved by the Issuer as provided herein and who shall carry out the duties prescribed herein as the Issuer's agent to provide for the payment of principal of and interest on the Bonds as the same shall become due.

**"Permitted Investments"** shall mean those obligations in which the Issuer is permitted to invest moneys of the Issuer under applicable law and the Issuer's then-prevailing Investment Policy, as amended from time to time.

**"Principal"** means the principal amount of such Bond.

**"Principal Maturity Date"** means each date on which Principal is to become due on any Bonds, by maturity or mandatory sinking fund redemption, as established in the Series Resolution for such Bonds.

**"Prior Resolution"** means Resolution No. 490-07 of the City Council approved on October 1, 2007, authorizing the issuance of the Outstanding SRF Loan.

**"Project"** shall mean the acquisition, construction, reconstruction, extension, improvement, repairing and equipping of any part of the System, in whole or in part with the proceeds of a series of Bonds.

**"Project Costs"** with respect to any Project shall mean costs including the following:

- (a) obligations of the Issuer for labor and materials in connection with the construction, installation and equipping of the Project;
- (b) the cost of contract bonds and insurance of all kinds that may be required or necessary during the construction of the Project;
- (c) all costs of architectural and engineering services, including the costs of the Issuer for test borings, surveys, estimates, plans and specifications and preliminary investigation therefor, and for supervising construction, as well as for the performance of all other duties required by or consequent upon the proper construction of the Project;
- (d) all expenses incurred in connection with the issuance of Bonds, including without limitation compensation and expenses of any trustee, Registrar and Paying Agents, expenses of the Issuer, legal and accounting expenses and fees, costs of printing and engraving, recording and filing fees, compensation of underwriters, Rating Agency fees, costs of financial services, and accrued interest on the Bonds;
- (e) all sums required to reimburse the Issuer for advances made by it for any of the above items or for any other costs incurred and for work done, whether before or after the adoption of the Series Resolution, which are properly chargeable to the Project; and
- (f) all other components of cost of labor, materials, machinery, and equipment and financing charges attributable to the Project to the extent permitted by law.

**"Project Fund"** shall mean the fund by that name established in Section 5.1 of this Resolution.

**"Rating"** means a rating in one of the categories by a Rating Agency, disregarding pluses, minuses, and numerical gradations.

**"Rating Agencies"** or **"Rating Agency"** means Fitch, Inc., Moody's Investors Service, Inc., and Standard & Poor's, a division of The McGraw-Hill Companies, Inc., or any successors thereto and any other nationally recognized credit rating agency then maintaining a rating on any Bonds at the request of the Issuer. If at any time a particular Rating Agency does not have a rating outstanding with respect to the relevant Bonds, then a reference to Rating Agency or Rating Agencies shall not include such Rating Agency.

**"Rebate Fund"** means the fund by that name established in Section 6.10 of this Resolution.

**"Registrar"** shall mean Wells Fargo Bank, National Association, or such successor as may be approved by the Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Bonds. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Bonds.

**"Reimbursement Obligation"** means the obligation of the Issuer to directly reimburse any Credit Facility Provider for amounts paid by such Credit Facility Provider under a Credit Facility, whether or not such obligation to so reimburse is evidenced by a promissory note or other similar instrument.

**"Representation Letter"** shall mean the Blanket Issuer Letter of Representations executed by the Issuer and previously delivered to DTC.

**"Resolution"** shall mean this Master Resolution of the Governing Body, as it may from time to time be modified, supplemented or amended by Supplemental Resolutions.

**"Revenue Fund"** means the fund by that name established in Section 6.2 of this Resolution for the deposit of all Gross Revenues.

**"Senior Bonds"** means the Series 2008D Bonds and any other Bonds, including Senior SRF Bonds, issued with a right to payment and secured by a lien on the Net Revenues on a parity with the Series 2008D Bonds pursuant to Section 8.3 (except with respect to any Credit Facility which may be available only to one or more series of Senior Bonds and except that Senior SRF Bonds shall not be secured by the Debt Service Reserve Fund).

**"Senior SRF Bonds"** means the Outstanding SRF Loan and any other SRF Bonds which are issued as Senior Bonds (except with respect to any Credit Facility which may be available only to one or more series of Senior Bonds and except that Senior SRF Bonds shall not be secured by the Debt Service Reserve Fund).

**"Series 2008D Bonds"** shall mean the \$1,195,000 Water Revenue Bonds, Series 2008D, dated the date of delivery, authorized to be issued pursuant to this Resolution.

**"Series 2008D Costs of Issuance Account"** means the account by that name within the Project Fund established in Section 5.1 of this Resolution.

**"Series 2008D Projects"** means the water main replacements and repairs, construction of water main extensions, and the acquisition and installation of pump station radio communications equipment and facilities being funded with the proceeds of the Series 2008D Bonds.

**"Series Resolution"** means a resolution or resolutions of the Governing Body (which may be supplemented by one or more resolutions) to be adopted prior to and authorizing the issuance and delivery of any series of Bonds. This Resolution shall constitute the Series Resolution for the Series 2008D Bonds and the Outstanding SRF Loan. Such a Series Resolution as supplemented shall establish the date or dates of the pertinent series of Bonds, the schedule of maturities of such Bonds, the name of the purchaser(s) of such series of Bonds, the purchase price thereof, the rate or rates of interest to be borne thereby, whether fixed or variable, the interest payment dates for such Bonds, the terms and conditions, if any, under which such Bonds may be made subject to redemption (mandatory or optional) prior to maturity, the form of such Bonds, and such other details as the Issuer may determine.

**"Sinking Fund"** shall mean the Bond Principal and Interest Fund established in Section 6.5 of this Resolution.

**"SRF Bonds"** shall mean such bonds, notes or other obligations as may be issued in connection with the Issuer's participation in the Iowa Drinking Water State Revolving Fund Program administered by the Iowa Finance Authority and Iowa Department of Natural Resources, which SRF Bonds may be Senior SRF Bonds or Subordinate SRF Bonds.

**"State"** shall mean the State of Iowa.

**"Subordinate Bond Fund"** means the fund by that name established in Section 6.7 of this Resolution.



**"Subordinate Bonds"** means Bonds, including Subordinate SRF Bonds, issued with a right to payment from the Net Revenues and secured by a lien on the Net Revenues expressly junior and subordinate to the Senior Bonds.

**"Subordinate SRF Bonds"** means SRF Bonds which are issued as Subordinate Bonds.

**"Supplemental Resolution"** means any Series Resolution and any modification, amendment or supplement to this Resolution (other than a Series Resolution).

**"Surplus Fund"** means the fund by that name established in Section 6.8 of this Resolution.

**"System"** shall mean and include the municipal water system utility of the Issuer and all properties of every nature hereinafter owned by the Issuer and comprising part of or used as a part of the System, including all water treatment facilities, storage facilities, pumping stations, water main extensions, and all related property and improvements and extensions to the same, all related real and personal property of the Issuer and all related appurtenances, contracts, leases, franchises and other intangibles of the Issuer.

**"Tax Exemption Certificate"** shall mean the Tax Exemption Certificate executed by the Treasurer and delivered at the time of issuance and delivery of the Series 2008D Bonds.

**"Treasurer"** shall mean the City Treasurer or such other officer of the Issuer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder.

**"U.S. Treasury Trust Receipts"** means receipts or certificates which evidence an undivided ownership interest in the right to the payment of portions of the principal of or interest on obligations described in clauses (a) or (b) of the term Government Obligations, provided that such obligations are held by a bank or trust company organized under the laws of the United States acting as custodian of such obligations, in a special account separate from the general assets of such custodian.

## **PLEDGE OF NET REVENUES AND FLOW OF FUNDS**

**Section 6.1. Pledge of Revenues; Limited Obligations.** Subject only to the rights of the Issuer to apply amounts as provided in this Article VI, all Net Revenues shall be and are hereby pledged to the prompt payment of the Principal of, premium, if any, and interest on the Bonds; provided, however, that the pledge of the Net Revenues to any Subordinate Bonds shall be junior and subordinate in lien and right of payment to all Senior Bonds Outstanding at any time. Such moneys and securities shall immediately be subject to the lien of this pledge for the benefit of the Bondholders without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding against the Issuer and against all other persons having claims against the Issuer, whether such claims shall have arisen in tort, contract, or otherwise, and regardless of whether such persons have notice of the lien of this pledge. This pledge shall rank superior to all other pledges which may hereafter be made of any of the Net Revenues. The lien of the pledge made in this Section does not secure any obligation of the Issuer other than the Bonds.

The Bonds shall be limited obligations of the Issuer as provided therein payable solely from the Net Revenues. The Bonds and the interest thereon shall not constitute a general or moral obligation of the Issuer nor a debt, indebtedness, or obligation of the Issuer or the State or any political subdivision thereof within the meaning of any constitutional, statutory or charter provision whatsoever. No taxing power of the Issuer is pledged to the payment of the Principal of, premium, if any, or interest on the Bonds or other costs incident thereto. Neither the members of the Governing Body nor any person executing the Bonds shall be liable personally on the Bonds by reason of the issuance thereof.

**Section 6.2. Special Funds.** The following special funds shall be established, maintained and accounted for as hereinafter provided so long as any of the Bonds remain Outstanding:

- (a) Revenue Fund;
- (b) Operation and Maintenance Fund;
- (c) Bond Principal and Interest Fund;

- (d) Debt Service Reserve Fund;
- (e) Subordinate Bond Fund (while Subordinate Bonds are Outstanding);
- (f) Surplus Fund; and
- (g) Rebate Fund.

The Issuer shall have the right to create special accounts, from time to time, in each of the foregoing Funds as the Governing Body determines to be desirable.

**Section 6.3. Flow of Funds.** All Gross Revenues shall be deposited as received into the Revenue Fund. Moneys from time to time credited to the Revenue Fund shall be applied to the funds hereby established in the following order of priority:

- (a) First, to transfer to the Operation and Maintenance Fund sufficient amounts required for the payment of all current Operation and Maintenance Expenses, as provided in Section 6.4 of this Resolution.
- (b) Second, to transfer all amounts to the Bond Principal and Interest Fund as required by Section 6.5 of this Resolution.
- (c) Third, to transfer all amounts to the Debt Service Reserve Fund as required by Section 6.6 of this Resolution.
- (d) Fourth, to transfer all amounts to the Rebate Fund as required by Section 6.10 of this Resolution.
- (e) Fifth, to transfer all amounts to the Subordinate Bond Fund as required by Section 6.7 of this Resolution.
- (f) Sixth, to make deposits to the Surplus Fund as required in Section 6.8 of this Resolution.

**Section 6.4. Operation and Maintenance Fund.** Money in the Revenue Fund shall first be disbursed to make deposits into the Operation and Maintenance Fund. There shall be deposited in the Operation and Maintenance Fund each month an amount sufficient to pay the Operation and Maintenance Expenses due, or expected to come due, during the month, plus an amount equal to one-twelfth of expenses payable on an annual basis such as insurance. After the first day of the month, further deposits may be made to the Operations and Maintenance Fund from the Revenue Fund to the extent necessary to pay current Operation and Maintenance Expenses accrued and payable to the extent that funds are not available in the Surplus Fund.

**Section 6.5. Bond Principal and Interest Fund.** On or before the last business day of each month so long as any Bonds remain Outstanding, there shall next be transferred into the Bond Principal and Interest Fund (also referred to as the "Sinking Fund") from the Revenue Fund, to the extent not funded from capitalized interest, the following amounts:

- (a) General. Sufficient moneys shall be paid in periodic installments from the Revenue Fund into the Sinking Fund for the purpose of paying the Principal of and interest on the Senior Bonds as they become due and payable. Amounts held in the Sinking Fund shall be used solely to pay interest and Principal of the Senior Bonds as the same become due and payable (whether at maturity or upon redemption).
- (b) Interest. On or before the 30th day preceding each Interest Payment Date for Senior Bonds, the Issuer shall deposit in the Sinking Fund an amount which, together with any other moneys already on deposit therein and available to make such payment, is not less than the interest coming due on such Senior Bonds on such Interest Payment Date.
- (c) Principal. On or before the 30th day preceding each Principal Maturity Date for Senior Bonds, the Issuer shall deposit in the Sinking Fund an amount which, together with any other moneys already on deposit therein and available to make such payment, is not less than the Principal coming due on such Senior Bonds on such Principal Maturity Date.
- (d) Application of Money in Sinking Fund. No further payments need be made into the Sinking Fund whenever the amount available in the Sinking Fund, if added to the amount then in the Debt Service Reserve Fund, is sufficient to retire all Senior Bonds then Outstanding and to pay all unpaid interest accrued and to accrue prior to such retirement. No moneys in the Sinking Fund shall be used or applied to the optional purchase or redemption of Senior Bonds prior to maturity unless: (i)

provision shall have been made for the payment of all of the Senior Bonds; or (ii) such moneys are applied to the purchase and cancellation of Senior Bonds which are subject to mandatory redemption on the next mandatory redemption date, which falls due within 12 months, such Senior Bonds are purchased at a price not more than would be required for mandatory redemption, and such Senior Bonds are cancelled upon purchase; or (iii) such moneys are in excess of the then required balance of the Sinking Fund and are applied to redeem a part of the Senior Bonds Outstanding on the next succeeding redemption date for which the required notice of redemption may be given.

**Section 6.6. Debt Service Reserve Fund.** Upon the issuance of the Series 2008D Bonds, the Issuer shall deposit into the Debt Service Reserve Fund the amounts specified in Section 4.1. There also shall be deposited into the Debt Service Reserve Fund the amounts specified in Series Resolutions with respect to additional Senior Bonds. Notwithstanding the foregoing, there shall be no deposit into the Debt Service Reserve Fund with respect to any SRF Bonds nor shall the Debt Service Reserve Fund secure any SRF Bonds. After the issuance of any Senior Bonds, the increase in the amount of the Debt Service Reserve Requirement resulting from the issuance of such Senior Bonds shall be accumulated, to the extent not covered by deposits from Bond proceeds or funds on hand, over a period not exceeding 61 months from the date of delivery of such Senior Bonds in monthly deposits ("Accumulation Payments"), none of which is less than 1/60 of the amount to be accumulated. The balance of the Debt Service Reserve Fund shall be maintained at an amount equal to the Debt Service Reserve Requirement (or such lesser amount that is required to be accumulated in the Debt Service Reserve Fund in connection with the periodic accumulation to the Debt Service Reserve Requirement after the issuance of Senior Bonds).

There shall be transferred from the Revenue Fund to the Debt Service Reserve Fund the amount necessary to restore, as further described below, the amount of cash and securities in the Debt Service Reserve Fund to an amount equal to the Debt Service Reserve Requirement (or such lesser monthly amount that is required to be deposited into the Debt Service Reserve Fund after the issuance of Senior Bonds). Whenever for any reason the amount in the Sinking Fund is insufficient to pay all interest or Principal becoming due on the Senior Bonds within the next seven days, the Issuer shall make up any deficiency by transfers from the following funds and accounts, in the following order of priority: first, from the Surplus Fund; and second, from the funds and accounts of the Issuer relating to Subordinate Bonds which are not Subordinate SRF Bonds. Whenever, on the date that such interest or Principal is due, there are insufficient moneys in the Sinking Fund available to make such payment, the Issuer shall, without further instructions, apply so much as may be needed of the moneys in the Debt Service Reserve Fund to prevent default in the payment of such interest or Principal, with priority to interest payments. Whenever by reason of any such application or otherwise (other than required Accumulation Payments), the amount remaining to the credit of the Debt Service Reserve Fund is less than the amount then required to be in the Debt Service Reserve Fund, such deficiency shall be remedied by monthly deposits from the Revenue Fund, to the extent funds are available in the Revenue Fund for such purpose after all required transfers set forth above have been made.

**Section 6.7. Subordinate Bond Fund.** On or before the last business day of each month so long as any Subordinate Bonds remain Outstanding, there shall next be transferred into the Subordinate Bond Fund from the Revenue Fund such amounts as may be required to be deposited into the funds and accounts created by any Series Resolution authorizing the issuance of Subordinate Bonds, for the purpose of paying Principal of and interest on Subordinate Bonds, and accumulating reserves for such payments. Moneys credited to the Subordinate Bond Fund shall be used solely for the purpose provided in the Series Resolutions authorizing the Subordinate Bonds.

**Section 6.8. Surplus Fund.** After making all payments and transfers hereinabove required, all amounts remaining in the Revenue Fund shall be transferred by the last day of each month to the Surplus Fund. Amounts credited to the Surplus Fund may be used for any lawful System purposes, including without limitation, to pay for any Projects, to pay costs of replacing any depreciable property or equipment of the System, to pay costs of any major or extraordinary repairs, replacements or renewals of the System, to acquire land or any interest therein, to pay any lease or contractual obligations not paid as Operation and Maintenance Expenses and to make any transfers required to cure any deficiencies in any funds.

**Section 6.9. Deficiencies in Funds.** If in any month there shall not be transferred into any fund maintained pursuant to this Article, the full amounts required herein, amounts equivalent to such deficiency shall be set apart and transferred to such fund or funds from the first available and unallocated moneys in the Revenue Fund, and such transfer shall be in addition to the amounts otherwise required to be transferred to such funds during any succeeding month or months.

**Section 6.10. Rebate Fund.** The Issuer shall calculate, from time to time, as required in order to comply with the provisions of Section 148(f) of the Internal Revenue Code of 1986, as amended, the amounts required to be rebated (including penalties) to the United States and shall deposit or cause to be deposited into the Rebate Fund any and all of such amounts promptly following a determination of any such amount.

The Issuer shall direct any depository of the Rebate Fund to keep all moneys held therein invested in Permitted Investments. To the extent and at the times required in order to comply with Section 148(f) of the Code, the Issuer may withdraw funds from the Rebate Fund for the purpose of making rebate payments (including penalties) to the United States as required by Section 148(f) of the Code. Except as otherwise specifically provided in this Section, moneys in the Rebate Fund may not be withdrawn from the Rebate Fund for any other purpose.

All Investments Earnings held in the Rebate Fund shall be retained in the Rebate Fund and shall become part of the Rebate Fund. Moneys held in the Rebate Fund, including the Investment Earnings thereon, if any, shall not be subject to a pledge in favor of the owners of the Bonds under the Series Resolution and may not be used to pay amounts due on the Bonds or amounts required for the operation, maintenance, enlargement, or extension of the System.

Whenever the Issuer has filed all reports required to be filed with the United States pursuant to Section 148(f) of the Code with respect to any series of Bonds and has made all payments required to be made to the United States pursuant to Section 148(f) of the Code relating thereto, all moneys or investments remaining in the Rebate Fund may be transferred to the Surplus Fund, and such moneys and investments may be used by the Issuer for any lawful purpose.

**Section 6.11. Investment of Funds; Transfer of Investment Earnings.** (a) Monies in all funds shall, at the option and direction of the Treasurer, be invested and secured in the manner required by law for public funds, in direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, or in any other Permitted Investments; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any fund will be available at the proper time or times. All such investments shall be valued no less frequently than the last business day of the Issuer's fiscal year at cost (taking into account normal amortization and accretions of premiums and discounts) or, in the case of investments having a maturity greater than five years from the date of valuation, at market value, except that any direct obligations of the United States of America - State and Local Government Series shall be continuously valued at their par value or principal face amount. For purposes of maximizing investment returns, money in such funds may be invested, together with money in other funds or with other money of the Issuer, in common investments of the kind described above, or in a common pool of such investments maintained by the Issuer which shall be kept and held at an official depository of the Issuer, which shall not be deemed to be a loss of the segregation of such money or funds. Safekeeping receipts, certificates of participation or other documents clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such fund shall be held by or on behalf of each such fund. If and to the extent necessary, such investments shall be promptly sold to prevent any default.

(b) To the extent it is not otherwise provided for in a Series Resolution or is needed to eliminate a deficiency, all Investment Earnings derived from deposits and investments credited to the funds established in this Article shall be transferred or credited to the Revenue Fund.

(c) Notwithstanding anything to the contrary contained herein, any interest and income derived from deposits and investment of any amounts credited to any fund or account may be paid to the federal government if in the written opinion of bond counsel such payment is required in order to prevent interest on any Bonds from being includable within the gross income of the owners thereof for federal income tax purposes.

## **GENERAL PROVISIONS**

**Section 7.1. Rate Covenant.** The Issuer shall continuously own, control, operate, and maintain the System in an efficient and economical manner and on a revenue producing basis and shall at all times prescribe, fix, maintain and collect rates, fees and other charges for the services and facilities furnished by the System that are fully sufficient at all times to:

(a) provide for 100% of the budgeted Operation and Maintenance Expenses and for the accumulation in the Revenue Fund of a reasonable reserve therefor; and

(b) produce Net Revenues in each Fiscal Year which:

(a) will equal at least 125% of the Debt Service Requirement on all Senior Bonds then Outstanding for the year of computation;

- (b) will enable the Issuer to make all required payments, if any, into the Debt Service Reserve Fund and the Rebate Fund;
- (c) will enable the Issuer to accumulate an amount which, in the judgment of the Governing Body, is adequate to meet the costs of major renewals, replacements, repairs, additions, betterments, and improvements to the System, necessary to keep the same in good operating condition or as is required by any governmental agency having jurisdiction over the System; and
- (d) will remedy all deficiencies in required payments into any of the funds and accounts established under the Resolution from prior Fiscal Years.

If the Issuer fails to prescribe, fix, maintain and collect rates, fees and other charges in accordance with the provisions of this Section, the owners of not less than 25% in aggregate principal of the Bonds then Outstanding, without regard to whether any Event of Default shall have occurred, may institute and prosecute in any court of competent jurisdiction an appropriate action to compel the Issuer to prescribe, fix, maintain and collect rates, fees and other charges in accordance with the requirements of this Section.

**Section 7.2. Other Covenants Regarding the Operation of the System.** The Issuer hereby covenants and agrees with each and every holder of the Bonds as follows:

- (a) Maintenance and Efficiency. The Issuer will maintain the System in good condition and operate it in an efficient manner and at reasonable cost.
- (b) Insurance. The Issuer shall maintain insurance for the benefit of the holders on the insurable portions of the System of a kind and in an amount which normally would be carried by private companies engaged in a similar kind of business. The proceeds of any insurance, except public liability insurance, shall be used to repair or replace the part or parts of the System damaged or destroyed, or if not so used shall be placed in the Operations and Maintenance Fund.
- (c) Accounting and Audits. The Issuer will cause to be kept proper books and accounts adapted to the System and in accordance with generally accepted accounting practices, and will diligently act to cause the books and accounts to be audited annually and reported upon not later than 180 days after the end of each Fiscal Year, or as soon thereafter as is practicable, by an Independent Auditor and will provide copies of the audit report to the Bondholders upon request. The Bondholders shall have at all reasonable times the right to inspect the System and the records, accounts and data of the Issuer relating thereto.
- (d) State Laws. The Issuer will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State of Iowa, including the making and collecting of reasonable and sufficient rates for services rendered by the System as above provided, and will segregate the revenues of the System and apply said revenues to the funds specified in this Resolution.
- (e) Property. The Issuer will not sell, lease, mortgage or in any manner dispose of the System, or any capital part thereof, including any and all extensions and additions that may be made thereto, until satisfaction and discharge of all of the Bonds shall have been provided for in the manner provided in this Resolution; provided, however, that this covenant shall not be construed to prevent the disposal by the Issuer of property which in the judgment of the Governing Body has become inexpedient or unprofitable to use in connection with the System, or if it is to the advantage of the System that other property of equal or higher value be substituted therefor, and provided further that the proceeds of the disposition of such property shall be placed in the Operations and Maintenance Fund and used in preference to other sources for capital improvements to the System.
- (f) Fidelity Bond. The Issuer shall maintain fidelity bond coverage in amounts which normally would be carried by private companies engaged in a similar kind of business on each officer or employee having custody of funds of the System.
- (g) Additional Charges. The Issuer will require proper connecting charges and/or other security for the payment of services charges.
- (h) Budget. The Governing Body of the Issuer shall approve and conduct operations pursuant to a system budget of

revenues and current expenses for each Fiscal Year. Such budget shall take into account revenues and expenses during the current and last preceding Fiscal Years.

## **SENIOR BONDS AND SUBORDINATE BONDS**

**Section 8.1. No Prior Lien Bonds nor Senior Bonds Except as Permitted in the Resolution.** All Senior Bonds shall have complete parity of lien on the Net Revenues despite the fact that any of the Senior Bonds may be delivered at an earlier date than any other of the Senior Bonds. The Issuer may issue Senior Bonds in accordance with this Resolution, but the Issuer shall issue no other obligations of any kind or nature payable from or enjoying a lien on the Net Revenues or any part thereof having priority over or, except as permitted in this Resolution, on a parity with the Series 2008D Bonds.

**Section 8.2. Refunding Bonds.** Any or all of the Senior Bonds may be refunded prior to maturity, upon redemption in accordance with their terms, or with the consent of the owners of such Senior Bonds, and the refunding Bonds so issued shall constitute Senior Bonds, if the Issuer shall have obtained a report from an Independent Auditor or a Financial Advisor demonstrating that the refunding will reduce the total debt service payments on the Senior Bonds being refunded on a present value basis or, as an alternative to, and in lieu thereof, the Senior Bonds are being refunded under arrangements which immediately result in making provision for the payment of the refunded Bonds.

**Section 8.3. Senior Bonds.** Bonds (including refunding Bonds which do not meet the requirements of Section 8.2) may also be issued on a parity with the Series 2008D Bonds pursuant to a Series Resolution, and the Bonds so issued shall constitute Senior Bonds, if all of the following conditions are satisfied:

(a) The Issuer shall have received, at or before issuance of the Senior Bonds, a report by an Independent Auditor or Financial Advisor to the effect that the historical Net Revenues for the preceding Fiscal Year were equal to at least 125% of the Maximum Annual Debt Service Requirement on all Senior Bonds which will be Outstanding immediately after the issuance of the proposed Senior Bonds.

The report by the Independent Auditor or Financial Advisor as aforesaid may contain proforma adjustments to historical Net Revenues equal to 100% of the increased annual amount attributable to any revision in the schedule of rates, fees and charges for the services and facilities furnished by the System, adopted prior to the date of delivery of the proposed Senior Bonds and not fully reflected in the historical Net Revenues actually received during such 12 month period.

For purposes of this Section, "preceding Fiscal Year" shall be the most recently completed Fiscal Year for which audited financial statements prepared by a certified public accountant are issued and available, but in no event a Fiscal Year which ended more than eighteen (18) months prior to the date of issuance of the additional Senior Bonds.

(b) The Issuer shall have received, at or before issuance of the Senior Bonds, a report from an Independent Auditor or Financial Advisor to the effect that the payments required to be made into each account of the Sinking Fund, the Debt Service Reserve Fund and the Subordinate Bond Fund have been made and the balance in each account of each such Fund is not less than the balance required by this Resolution as of the date of issuance of the proposed Senior Bonds.

(c) Except with respect to Senior SRF Bonds, the Series Resolution authorizing the proposed Senior Bonds must require (i) that the amount to be accumulated and maintained in the Debt Service Reserve Fund be increased to not less than 100% of the Debt Service Reserve Requirement computed on a basis which includes all Senior Bonds which will be Outstanding immediately after issuance of the proposed Senior Bonds and (ii) that the amount of such increase be deposited in the Debt Service Reserve Fund on or before the date and at least as fast as specified in Section 6.6 of this Resolution.

(d) The Series Resolution authorizing the proposed Senior Bonds must require the proceeds of such proposed Senior Bonds to be used solely to make capital improvements to the System, to fund interest on the proposed Senior Bonds, to acquire existing or proposed water utilities, extensions or related facilities, to refund other obligations issued for such purposes (whether or not such refunding Bonds satisfy the requirements of Section 8.2), and to pay expenses incidental thereto and to the issuance of the proposed Senior Bonds.

## **Section 8.4. Subordinate Bonds.**

(a) Bonds may also be issued on a subordinate basis to the Series 2008D Bonds and any other Senior Bonds

pursuant to a Series Resolution, and the Bonds so issued shall constitute Subordinate Bonds, if all of the following conditions are satisfied:

- (1) The Series Resolution authorizing the Subordinate Bonds shall provide that such Subordinate Bonds shall be junior and subordinate in lien and right of payment to all Senior Bonds Outstanding at any time.
- (2) The Series Resolution authorizing the Subordinate Bonds shall establish funds and accounts for the moneys to be used to pay debt service on the Subordinate Bonds, and to provide any desired reserves therefor.
- (3) The requirements of Section 8.3(d) are met with respect to such Subordinate Bonds (as if such Bonds constituted Senior Bonds).

(b) In the event of any insolvency or bankruptcy proceedings, and any receivership, liquidation, reorganization, or other similar proceedings in connection therewith, relative to the Issuer or to its creditors, as such, or to its property, and in the event of any proceedings for voluntary liquidation, dissolution, or other winding up of the Issuer, whether or not involving insolvency or bankruptcy, the owners of all Senior Bonds then Outstanding shall be entitled to receive payment in full of all Principal and interest due on all such Senior Bonds in accordance with the provisions of the Series Resolution before the owners of the Subordinate Bonds are entitled to receive any payment from the Net Revenues or the amounts held in the funds and accounts created under the Series Resolution on account of Principal of, premium, if any, or interest on the Subordinate Bonds.

(c) If any Event of Default shall have occurred and be continuing (under circumstances when the provisions of paragraph (b) are not applicable), the owners of all Senior Bonds then Outstanding shall be entitled to receive payment in full of all Principal and interest then due on all such Senior Bonds before the owners of the Subordinate Bonds are entitled to receive any Payment from the Net Revenues or the amounts held in the funds and accounts created under the Series Resolution of Principal of, premium, if any, or interest on the Subordinate Bonds.

(d) Any series of Subordinate Bonds may have such rank or priority with respect to any other series of Subordinate Bonds as may be provided in the Series Resolution authorizing such series of Subordinate Bonds and may contain such other provisions as are not in conflict with the provisions of the Series Resolution.

**Section 8.5. Accession of Subordinate Bonds to Senior Status.** By proceedings authorizing all or any Subordinate Bonds, the Issuer may provide for the accession of such Subordinate Bonds to the status of complete parity with the Senior Bonds if, as of the date of accession, the conditions of Section 8.3 are satisfied, on a basis which includes all Outstanding Senior Bonds and such Subordinate Bonds, and if on the date of accession:

- (a) the Debt Service Reserve Fund contains an amount equal to the Debt Service Reserve Requirement computed on a basis which includes all Outstanding Senior Bonds and such Subordinate Bonds (but which excludes, in the case of both Outstanding Senior Bonds and such Subordinate Bonds, any SRF Bonds); and
- (b) the Sinking Fund contains the amount which would have been required to be accumulated therein on the date of accession if the Subordinate Bonds had originally been issued as Senior Bonds.

**Section 8.6. Adoption of Proceedings.** The Governing Body shall adopt a Series Resolution authorizing the issuance of any additional Bonds and reciting that the requirements of this Article have been satisfied, and shall set forth in such proceedings, among other things, the date or dates such additional Bonds shall bear and the rate or rates of interest, interest payment date or dates, maturity date or dates, and redemption provisions with respect to such additional Bonds and any other matters applicable to such additional Bonds as the Governing Body may deem advisable.

Any such Series Resolution shall restate and reaffirm, by reference, all of the applicable terms, conditions and provisions of this Resolution not modified by the Series Resolution.

**Section 8.7. Proceedings Authorizing Additional Bonds.** No Series Resolution authorizing the issuance of additional Bonds as permitted under this Article shall conflict with the terms and conditions of this Resolution, except to the extent that the Series Resolution is adopted for one of the purposes set forth in Section 11.1 and complies with the provisions of Section 11.1 for the adoption of Supplemental Resolutions without the consent of Bondholders.

**Section 8.8. Applicability to Additional Bonds and Prior Resolution.** (a) The provisions of this Resolution shall be

construed as including and being applicable to any future series of Bonds, and any such Bonds shall be treated, unless otherwise specifically stated, as if they had been issued together with the Series 2008D Bonds and pursuant to the terms of this Resolution.

(b) In accordance with the Consent and Waiver dated September 29, 2008 executed by the Iowa Finance Authority, in its capacity as the sole holder of the Outstanding SRF Loan, the provisions of the Prior Resolution are hereby amended and restated to conform to the provisions of this Resolution, and the Outstanding SRF Loan shall be deemed to be a Senior SRF Bond within the meaning of this Resolution. This Resolution shall be construed whenever possible so as not to conflict with the terms and conditions of the Loan and Disbursement Agreement approved in the Prior Resolution and entered into at the time of issuance of the Outstanding SRF Loan. In the event such construction is not possible, or in the event of any conflict or inconsistency between the terms hereof and those of the foregoing Loan and Disbursement Agreement, the terms of said Loan and Disbursement Agreement shall prevail and be given effect to the extent necessary to resolve any such conflict or inconsistency.

**Section 8.9. Credit Facilities.** In connection with the issuance of any Bonds under the Series Resolution, the Issuer may obtain or cause to be obtained one or more Credit Facilities providing for payment of all or a portion of the Principal of, premium, if any, or interest due or to become due on such Bonds, providing for the purchase of such Bonds by the Credit Facility Provider, or providing funds for the purchase of such Bonds by the Issuer. In connection therewith the Issuer shall enter into Credit Facility Agreements with such Credit Facility Providers providing for, among other things, (i) the payment of fees and expenses to such Credit Facility Providers for the issuance of such Credit Facilities; (ii) the terms and conditions of such Credit Facilities and the Bonds affected thereby; and (iii) the security, if any, to be provided for the issuance of such Credit Facilities. The Issuer may secure any Credit Facility by an agreement providing for the purchase of the Bonds secured thereby with such adjustments to the rate of interest, method of determining interest, maturity, or redemption provisions as are specified by the Issuer in the applicable Series Resolution. The Issuer may in a Credit Facility Agreement agree to directly reimburse such Credit Facility Provider for amounts paid under the terms of such Credit Facility, together with interest thereon; provided, however, that no Reimbursement Obligation shall be created for purposes of the Series Resolution until amounts are paid under such Credit Facility. Any such Reimbursement Obligation shall be deemed to be a part of the Bonds to which the Credit Facility relates which gave rise to such Reimbursement Obligation, and references to Principal and interest payments with respect to such Bonds shall include Principal and interest due on the Reimbursement Obligation incurred as a result of payment of such Bonds with the Credit Facility. Any such Credit Facility shall be for the benefit of and secure such Bonds or portion thereof as specified in the applicable Series Resolution.

## **DISCHARGE AND SATISFACTION**

**Section 9.1. Discharge and Satisfaction of Bonds.** The covenants, liens and pledges entered into, created or imposed pursuant to this Resolution or any Series Resolution may be fully discharged and satisfied with respect to the Bonds authorized thereunder, or any of them, in any one or more of the following ways:

- (a) By paying the said Bonds when the same shall become due and payable; and
- (b) By depositing in trust with the Treasurer, or with a corporate trustee designated by the Governing Body for the payment of said Bonds and irrevocably appropriated exclusively to that purpose an amount in cash or Government Obligations the maturities and income of which shall be sufficient to retire at maturity, or by redemption prior to maturity on a designated date upon which said Bonds may be redeemed, all of such Bonds Outstanding at the time, together with the interest thereon to maturity or to the designated redemption date, premiums thereon, if any that may be payable on the redemption of the same; provided that proper notice of redemption of all such obligations to be redeemed shall have been previously published or provisions shall have been made for such publication.

Upon such payment or deposit of money or securities, or both, in the amount and manner provided by this Section, all liability of the Issuer with respect to such Bonds shall cease, determine and be completely discharged, and the holders thereof shall be entitled only to payment out of the money or securities so deposited.

## **EVENTS OF DEFAULT AND REMEDIES**

**Section 10.1. Events of Default.** An Event of Default is one or more of the following:

- (a) A default shall be made in the due and punctual payment of the principal or redemption price of any Bond when and as the same shall become due and payable, whether at maturity or by call or proceedings for redemption, or otherwise;



(b) A default shall be made in the due and punctual payment of any installment of interest on any Bond when and as such interest installment shall become due and payable;

(c) A default shall be made by the Issuer in the performance or observance of any other of the covenants, agreements or conditions on its part in the Series Resolution or in the Bonds contained, and such default shall have continued for a period of 90 days after written notice specifying such default and requiring that it shall have been remedied is given to the Issuer by the owners of not less than 25% in principal amount of the Bonds Outstanding; provided that, if such failure cannot be corrected within such 90 day period, it shall not constitute an Event of Default if corrective action is instituted within such period and such corrective action is diligently pursued until the failure is corrected, provided that if such corrective action includes legal action such legal action shall be diligently pursued until either the failure is corrected or such failure shall be determined by a court of final and competent jurisdiction as not correctable as a matter of law.

**Section 10.2. Default and Remedies.** In the event of (a) a default on the part of the Issuer in the prompt and full payment of principal of or interest on any Bond, or (b) a default in the keeping of any other covenant herein contained (if such default shall continue for a period of ninety days after written notice specifying the nature of the default and requiring it to be remedied is received by the Issuer), the holders of the Bonds shall have the right to proceed at law or in equity by suit, action or mandamus to enforce and compel performance of the duties required by the terms of the Resolution authorizing the issuance of the Bonds, or to obtain the appointment of a receiver to take possession of and operate the System, and to perform the duties required by the terms of the Resolution. The holders of the Bonds shall have no right to accelerate any payment obligation of the Issuer with respect to the Bonds.

No holder of any Bond shall have the right to institute any proceeding, judicial or otherwise, for the enforcement of the covenants herein contained, except as provided in this Section. The holders of not less than 25% in principal amount of the Outstanding Bonds shall have the right, either at law or in equity, through suit, action or other proceedings, to protest and enforce the rights of all holders of such Bonds and to compel the performance of any and all of the covenants required herein to be performed by the Issuer, and its officers and employees, including but not limited to the fixing and maintaining of rates, fees and charges and the collection and proper segregation of Net Revenues and the application and use thereof. The holders of a majority in principal amount of Outstanding Bonds shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Bondholders or the exercise of any power conferred on them and the right to waive a default in the performance of any such covenant, and its consequences, except a default in the payment of the principal of or interest on any Bond when due. Nothing herein, however, shall impair the absolute and unconditional right of the holder of each Bond to receive payment of the principal of, premium, if any, and interest on such Bond as such principal, premium and interest respectively become due, and to institute suit for any such payment.

**Section 10.3. Resolution a Contract.** The provisions of this Resolution shall constitute a contract between the Issuer and the holder or holders of the Bonds, and after the issuance of any of the Bonds no change, variation or alteration of any kind in the provisions of this Resolution shall be made in any manner, except as provided in Article XI, until such time as all of the Bonds, and interest due thereon, shall have been satisfied and discharged as provided in this Resolution.

## **SUPPLEMENTAL RESOLUTIONS**

**Section 11.1. Amendment of Resolution Without Consent.** The Issuer may, without the consent of or notice to any of the holders of the Bonds, approve one or more Supplemental Resolutions, which thereafter shall form a part of this Resolution, for any one or more of the following purposes:

- (a) to cure any ambiguity, defect, omission or inconsistent provision in this Resolution or in the Bonds; or to comply with any applicable provision of law or regulation of federal or state agencies; provided, however, that such action shall not materially adversely affect the interests of the holders of the Bonds;
- (b) to change the terms or provisions of this Resolution to the extent necessary to prevent the interest on the Bonds from being includable within the gross income of the holders thereof for federal income tax purposes;
- (c) to grant to or confer upon the holders of the Bonds any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the holders of the Bonds;

(d) to add to the covenants and agreements of the Issuer contained in this Resolution other covenants and agreements of, or conditions or restrictions upon, the Issuer or to surrender or eliminate any right or power reserved to or conferred upon the Issuer in this Resolution;

(e) To subject to the lien and pledge of this Resolution additional Net Revenues as may be permitted by law;

(f) To modify any of the provisions of the Resolution in any respect if such modification shall not become effective until after the Bonds Outstanding immediately prior to the effective date of such Supplemental Resolution shall cease to be Outstanding and if any Bonds issued contemporaneously with or after the effective date of such Supplemental Resolution shall contain a specific reference to the modifications contained in such subsequent proceedings;

(g) To modify the Resolution to provide for the issuance of Senior Bonds or Subordinate Bonds, and such modification may deal with any subjects and make any provisions which the Issuer deems necessary or desirable for that purpose;

(h) To modify any of the provisions of the Resolution in any respect (other than a modification of the type described in Section 11.2 requiring the consent of the Bondholders); provided that for (i) any Outstanding Bonds which are assigned a Rating and which are not secured by a Credit Facility providing for the payment of the full amount of Principal and interest to be paid thereon, each Rating Agency shall have given written notification to the Issuer that such modification will not cause the then applicable Rating on any Bonds to be reduced or withdrawn, and (ii) any Outstanding Bonds which are secured by Credit Facilities providing for the payment of the full amount of the Principal and interest to be paid thereon, each Credit Facility Provider shall have consented in writing to such modification.

**Section 11.2. Amendment of Resolution Requiring Consent.** The Issuer also may approve one or more Supplemental Resolutions, which thereafter shall form a part of this Resolution, if such Supplement Resolution shall have been consented to by holders of not less than two-thirds (2/3) in principal amount of the Bonds at any time Outstanding (not including in any case any Bonds which may then be held or owned by or for the account of the Issuer, but including such refunding Bonds as may have been issued for the purpose of refunding any of such Bonds if such refunding Bonds shall not then be owned by the Issuer); but this Resolution may not be so amended in such manner as to:

(a) Make any change in the maturity or interest rate of the Bonds, or modify the terms of payment of Principal of or interest on the Bonds or any of them or impose any conditions with respect to such payment;

(b) Materially affect the rights of the holders of less than all of the Bonds then Outstanding; and

(c) Reduce the percentage of the Principal amount of Bonds, the consent of the holders of which is required to effect a further amendment;

in each case without the consent of the owners of all of the affected Bonds then Outstanding.

Whenever the Issuer shall propose to amend this Resolution under the provisions of this Section, it shall cause notice of the Supplemental Resolution to be filed with the Original Purchaser and to be mailed by certified mail to each registered owner of any Bond as shown by the records of the Registrar. Such notice shall set forth the nature of the proposed amendment and shall state that a copy of the proposed Supplemental Resolution is on file in the office of the City Clerk.

Whenever at any time within one year from the date of the mailing of said notice there shall be filed with the City Clerk an instrument or instruments executed by the holders of at least two-thirds in aggregate principal amount of the Bonds then outstanding as in this Section defined, which instrument or instruments shall refer to the proposed Supplemental Resolution described in said notice and shall specifically consent to and approve the adoption thereof, thereupon, but not otherwise, the Governing Body of the Issuer may adopt such Supplemental Resolution and such Supplemental Resolution shall become effective and binding upon the holders of all of the Bonds.

Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the instrument evidencing such consent and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of such instrument by the holder who gave such consent or by a successor in title by filing notice of such revocation with the City Clerk.

The fact and date of the execution of any instrument under the provisions of this Section may be proved by the

certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

The amount and numbers of the Bonds held by any person executing such instrument and the date of his holding the same may be proved by an affidavit by such person or by a certificate executed by an officer of a bank or trust company showing that on the date therein mentioned such person had on deposit with such bank or trust company the Bonds described in such certificate.

### **EXCERPTS FROM THE SERIES RESOLUTION**

2. Definitions. Except as otherwise provided below in this Article I, all words and terms defined in Article I of the Master Resolution shall have the same meanings in this Series Resolution as such defined words and terms are given in Article I of the Master Resolution. In addition, the following terms shall have the following meanings in this Series Resolution unless the text expressly or by necessary implication requires otherwise:

- "Bonds" or the "Series 2021C Bonds" shall mean \$3,720,000\* Water Revenue Refunding Bonds, Series 2021C, authorized to be issued by this Resolution.
- "Call Date" shall mean August 19, 2021, on which date the Refunded Bonds shall be redeemed and paid.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.
- "Clerk" shall mean the City Clerk, or such other officer of the successor Governing Body as shall be charged with substantially the same duties and responsibilities.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate executed by the Issuer and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Master Resolution" means the City Council Resolution No. 379-08, passed and approved on October 20, 2008, entitled "Master Resolution relating to the issuance of Water Revenue Bonds by the City of Dubuque, Iowa under the provisions of Chapter 384 of the Code of Iowa, authorizing and providing for the issuance and securing the payment of \$1,195,000 Water Revenue Bonds, Series 2008D, providing for a method of payment thereof, funding a Debt Service Reserve Fund, and related matters," as the same may be amended from time to time.
- "Original Purchaser" shall mean the purchaser of the Bonds from Issuer at the time of their original issuance.
- "Paying Agent" shall mean UMB Bank, N.A., or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Bonds as the same shall become due.
- "Refunded Bonds" shall mean \$215,000 of the Water Revenue Bonds, Series 2010D dated September 21, 2010, and \$3,610,000 of the Water Revenue Bonds, Series 2008D dated November 4, 2008.
- "Registrar" shall mean UMB Bank, N.A. of West Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Bonds. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Bonds.
- "Reserve Fund Requirement" shall have the meaning set forth below, notwithstanding any contrary language in the Master Resolution: the amount determined to be a reasonable reserve for the payment of Principal of and interest on Senior Bonds (other than Senior SRF Bonds), which amount shall be the least of (a) 10% of the stated Principal amount of the Senior Bonds (other than Senior SRF Bonds), (b) the maximum annual Principal and interest requirements on the Senior Bonds (other than Senior SRF Bonds), or (c) 125% of the average annual Principal and interest requirements on the Senior Bonds (other than Senior SRF Bonds). If the aggregate initial offering price of a series of Bonds to the public

is less than 98% or more than 102% of par, such offering price shall be used in lieu of the stated Principal amount. Notwithstanding the foregoing, the Debt Service Reserve Requirement, if any, in connection with any Senior SRF Bonds or any Subordinate Bonds shall be as provided in the Series Resolution authorizing the issuance of such Senior SRF Bonds or such Subordinate Bonds.

- "Series Resolution" shall mean this resolution authorizing the issuance of the Bonds.

"Series 2021C Costs of Issuance Account" means the account by that name within the Project Fund established in Section 5.1 of the Master Resolution.

"Series 2021C Projects" shall paying costs of refunding outstanding revenue obligations of the City, including Water Revenue Bonds, Series 2010D dated September 21, 2010, and Water Revenue Bonds, Series 2008D dated November 4, 2008.

"Series 2021C Projects Account" means the account by that name within the Project Fund established in Section 5.1 of the Master Resolution.

"Series 2021C Rebate Account" means the account by that name within the Rebate Fund established in Section 6.10 of the Master Resolution.

- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate executed by the Treasurer and delivered at the time of issuance and delivery of the Bonds.

- "Treasurer" shall mean the Director of Finance & Budget or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder.

3. Authority. The Bonds authorized by this Resolution shall be issued pursuant to Division V, Chapter 384 of the City Code of Iowa, and in compliance with the Master Resolution and all applicable provisions of the Constitution and laws of the State of Iowa.

4. Status as Series Resolution and Senior Bonds. This Series Resolution shall constitute and be treated as a Series Resolution within the meaning of the Master Resolution. The terms of the Master Resolution are hereby ratified, confirmed and approved and all of the provisions thereof are hereby made applicable to the Series 2021C Bonds as if fully set forth herein, except as the same may otherwise be modified in this Series Resolution. The Series 2012C Bonds shall constitute and be treated for all purposes as Senior Bonds under the Master Resolution.

5. Authorization and Purpose. Pursuant to the Master Resolution, there are hereby authorized to be issued, negotiable, serial, fully registered Water Revenue Refunding Bonds of the City, in the County of Dubuque, State of Iowa, Series 2021, in the aggregate amount of \$3,720,000\* for the purpose of paying costs of refunding outstanding revenue obligations of the City, including Water Revenue Bonds, Series 2010D dated September 21, 2010, and Water Revenue Bonds, Series 2008D dated November 4, 2008.

6. Source of Payment. The Bonds herein authorized and Parity Bonds and the interest thereon shall be payable solely and only out of the net earnings of the System and shall be a first lien on the future Net Revenues of the System. The Bonds shall not be general obligations of the Issuer nor shall they be payable in any manner by taxation and the Issuer shall be in no manner liable by reason of the failure of the Net Revenues to be sufficient for the payment of the Bonds.

7. Bond Details. Pursuant to the provisions of the Master Resolution, and in particular Section 8.3 thereof, Water Revenue Refunding Bonds of the City in the amount of \$3,720,000\* shall be issued pursuant to the provisions of Section 384.83 of the City Code of Iowa for the aforesaid purpose. The Bonds shall be issued as Senior Bonds under the terms of the Master Resolution, shall be designated "WATER REVENUE REFUNDING BOND, SERIES 2021C", be dated August 18, 2021, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, the interest payable on December 1, 2021 and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Bonds shall be in substantially the form set forth in Exhibit A attached hereto, with such variations, omissions, substitutions and insertions as are required or permitted by this Series Resolution.

The Bonds shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Bond. The Bonds shall be in the denomination of \$5,000 or multiples thereof. The Bonds shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1st
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[\* Term Bonds]

8. Redemption. Bonds maturing after June 1, 2028, may be called for redemption by the Issuer and paid before maturity on such date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Notice of redemption shall be given as provided in the Master Resolution.

9. Mandatory Payment and Redemption of Bonds. All Bonds are subject to mandatory redemption prior to maturity at a price equal to 100% of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

The _____ Term Bonds		
Principal Amount	Interest Rate	Maturity June 1st
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____*

\* Maturity

The principal amount of Term Bonds may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Bonds credited against future mandatory redemption requirements for such Terms Bonds in such order as the Council shall determine.

10. Issuance of Bonds in Book-Entry Form; Replacement Bonds.

a. Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Bonds, unless the Issuer determines to permit the exchange of Depository Bonds for Bonds in the Authorized Denominations, the Bonds shall be issued as Depository Bonds in denominations of the entire principal amount of each maturity of Bonds (or, if a portion of the principal amount is prepaid, the principal amount less the prepaid amount); and such Depository Bonds shall be registered in the name of Cede & Co., as nominee of DTC. Payment of semi-annual interest for any Depository Bond shall be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Bonds at the address indicated in or pursuant to the Representation Letter.

b. With respect to Depository Bonds, neither the Issuer nor the Paying Agent shall have any responsibility or obligation to any Participant or to any Beneficial Owner. Without limiting the immediately preceding sentence, neither the Issuer nor the Paying Agent shall have any responsibility or obligation with respect to (i) the accuracy of the records of DTC or its nominee or of any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant, any Beneficial Owner or any other person, other than DTC or its nominee, of any notice with respect to the Bonds, (iii) the payment to any Participant, any Beneficial Owner or any other person, other than DTC or its nominee, of

any amount with respect to the principal of, premium, if any, or interest on the Bonds, or (iv) the failure of DTC to provide any information or notification on behalf of any Participant or Beneficial Owner.

The Issuer and the Paying Agent may treat DTC or its nominee as, and deem DTC or its nominee to be, the absolute owner of each Bond for the purpose of payment of the principal of, premium, if any, and interest on such Bond, for the purpose of all other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes whatsoever (except for the giving of certain Bondholder consents, in accordance with the practices and procedures of DTC as may be applicable thereto). The Paying Agent shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the Bondholders as shown on the Registration Books, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of, premium, if any, and interest on the Bonds to the extent so paid. Notwithstanding the provisions of this Resolution to the contrary (including without limitation those provisions relating to the surrender of Bonds, registration thereof, and issuance in Authorized Denominations), as long as the Bonds are Depository Bonds, full effect shall be given to the Representation Letter and the procedures and practices of DTC thereunder, and the Paying Agent shall comply therewith.

c. Upon (i) a determination by the Issuer that DTC is no longer able to carry out its functions or is otherwise determined unsatisfactory, or (ii) a determination by DTC that the Bonds are no longer eligible for its depository services or (iii) a determination by the Paying Agent that DTC has resigned or discontinued its services for the Bonds, if such substitution is authorized by law, the Issuer shall (A) designate a satisfactory substitute depository as set forth below or, if a satisfactory substitute is not found, (B) provide for the exchange of Depository Bonds for replacement Bonds in Authorized Denominations.

d. To the extent authorized by law, if the Issuer determines to provide for the exchange of Depository Bonds for Bonds in Authorized Denominations, the Issuer shall so notify the Paying Agent and shall provide the Registrar with a supply of executed unauthenticated Bonds to be so exchanged. The Registrar shall thereupon notify the owners of the Bonds and provide for such exchange, and to the extent that the Beneficial Owners are designated as the transferee by the owners, the Bonds will be delivered in appropriate form, content and Authorized Denominations to the Beneficial Owners, as their interests appear.

e. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Bonds, (ii) registration and transfer of interests in Depository Bonds by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Bonds in accordance with and as such interests may appear with respect to such book entries.

#### 11. Registration of Bonds; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a. Registration. The ownership of Bonds may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Bonds, and in no other way. UMB Bank, N.A. is hereby appointed as Bond Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Bonds for the payment of principal of and interest on the Bonds as provided in this Resolution. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.83(5) of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bonds and in this Resolution.

b. Transfer. The ownership of any Bond may be transferred only upon the Registration Books kept for the registration and transfer of Bonds and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Bond (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Bond, a new fully registered Bond, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed

principal amount of such transferred fully registered Bond, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c. Registration of Transferred Bonds. In all cases of the transfer of the Bonds, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Bonds, in accordance with the provisions of this Resolution.

d. Ownership. As to any Bond, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bonds and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

e. Cancellation. All Bonds which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Bonds which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Bonds to the Issuer.

f. Non-Presentation of Bonds. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Bonds is returned to the Paying Agent or if any bond is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Bonds shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Bonds. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Bonds of whatever nature shall be made upon the Issuer.

12. Reissuance of Mutilated, Destroyed, Stolen or Lost Bonds. In case any outstanding Bond shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Bond of like tenor and amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond to Registrar, upon surrender of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

13. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Bond, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Bonds to the extent of the payments so made. Payment of principal shall only be made upon surrender of the Bond to the Paying Agent.

14. Execution, Authentication and Delivery of the Bonds. Upon the adoption of this Resolution, the Mayor and Clerk shall execute and deliver the Bonds to the Registrar, who shall authenticate the Bonds and deliver the same to or upon order of the Original Purchaser. No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Bond a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Bond executed on behalf of the Issuer shall be conclusive evidence that the Bond so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Bonds shall be authenticated and delivered by the Registrar, unless and until there shall have been provided the following:

1. A certified copy of the resolution of Issuer authorizing the issuance of the Bonds.
2. A written order of Issuer signed by the Treasurer directing the authentication and delivery of the Bonds to or upon the order of the Original Purchaser upon payment of the purchase price as set forth therein.
3. The opinion of Ahlers & Cooney, P.C., Bond Counsel, affirming the validity and legality of all the Bonds proposed to be issued.

15. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered bondholder.

16. Application of Bond Proceeds - Redemption and Current Refunding of Refunded Bonds. Proceeds of the Bonds shall be applied as follows:

- ◆ An amount equal to \$\_\_\_\_\_ shall be deposited in the Reserve Fund.
- ◆ \$\_\_\_\_\_ of proceeds shall be deposited in trust with the Treasurer for the payment of the Refunded Bonds and is irrevocably appropriated exclusively to the payment of principal of, interest on and premium, if any, due on the redemption thereof of the Refunded Bonds. Said amount shall be held separately from all other moneys or accounts, in cash or direct obligations of the United States, maturing on or before the Call Date of the Refunded Bonds, and is determined to be sufficient to retire on the designated Call Date all of such obligations, together with the interest thereon to the designated redemption date and premium thereon, if any, that may be payable on the redemption of the same.
- ◆ The remaining proceeds shall be held by the Treasurer and applied to pay the costs of issuance of the Bonds.

The Refunded Bonds are called and shall be redeemed as of the Call Date. The Clerk is hereby authorized and directed to cause notice of such redemption to be given in compliance with the terms of the Refunded Bonds.

Any excess proceeds remaining on hand after completion of the purpose of issuance shall be used to call or otherwise retire Bonds.

17. The Series 2021C Bonds shall be issued as Senior Bonds under the Master Resolution, and shall be secured by and payable from amounts held in the Debt Service Reserve Fund established in the Master Resolution. Upon issuance of the Series 2021C Bonds, the amount to be accumulated and maintained in the Debt Service Reserve Fund shall be increased, and shall continue to remain equal to 100% of the Debt Service Reserve Requirement computed on a basis which includes all Senior Bonds which will be Outstanding immediately after issuance of the Series 2021C Bonds and which are not Senior SRF Bonds. Notwithstanding any language to the contrary in the Master Resolution, the Debt Service Reserve Requirement shall be computed as described in this Series Resolution.

18. Disposition of Bond Proceeds; Arbitrage Not Permitted. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Bonds issued hereunder which will cause any of the Bonds to be classified as arbitrage bonds within the meaning of Section 148(a) and (b) of the Internal Revenue Code of the United States, and that throughout the term of the Bonds it will comply with the requirements of the statute and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds. Without limiting the generality of the foregoing, the Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate in all respects and to execute and deliver the Tax Exemption Certificate at issuance of the Bonds to certify as to the reasonable expectations and covenants of the Issuer at that date.



The Issuer covenants that it will treat as Yield Restricted any proceeds of the Bonds remaining unexpended after three years from the issuance and any other funds required by the Tax Exemption Certificate to be so treated. If any investments are held with respect to the Bonds and Parity Bonds, the Issuer shall treat the same for the purpose of restricted yield as held in proportion to the original principal amounts of each issue.

The Issuer covenants that it will exceed any investment yield restriction provided in this Resolution only in the event that it shall first obtain an opinion of recognized bond counsel that the proposed investment action will not cause the Bonds to be classified as arbitrage bonds under Section 148(a) and (b) of the Internal Revenue Code or regulations issued thereunder.

The Issuer covenants that it will proceed with due diligence to spend the proceeds of the Bonds for the purpose set forth in this Resolution. The Issuer further covenants that it will make no change in the use of the proceeds available for the construction of facilities or change in the use of any portion of the facilities constructed therefrom by persons other than the Issuer or the general public unless it has obtained an opinion of bond counsel or a revenue ruling that the proposed project or use will not be of such character as to cause interest on any of the Bonds not to be exempt from federal income taxes in the hands of holders other than substantial users of the project, under the provisions of Section 142(a) of the Internal Revenue Code of the United States, related statutes and regulations.

19. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Bonds from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Bonds; (c) consult with bond counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

20. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions.

21. General Authorization. From and after the date of adoption of this Series Resolution, the officers, employees and agents of the City are hereby authorized to do all such acts and things and to execute and deliver any and all other documents, agreements, certificates and instruments relating to the Series 2021C Bonds, the investment of the proceeds thereof and the other transactions contemplated on the part of the City by this Series Resolution, including, but not limited to, the Tax Exemption Certificate.

22. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby approved and incorporated by reference as part of this Resolution and made a part hereof and the Mayor and the City Clerk are hereby authorized to execute and deliver the same at issuance of the Bonds. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Bonds or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this Section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

23. Construction. Except to the extent set forth herein, all of the applicable terms, conditions and provisions of the Master Resolution shall be deemed and construed to apply to the Series 2021C Bonds and are hereby incorporated by reference and made a part hereof to the same extent as if fully set forth herein. Except as may otherwise be provided herein, the Master Resolution shall remain in full force and effect.

24. Repeal of Conflicting Ordinances or Resolutions and Effective Date. All other ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Series Resolution are, to the extent of such conflict, hereby repealed; and this Series Resolution shall be in effect from and after its adoption.



**OFFICIAL BID FORM**

To: The City Council of  
Dubuque, Iowa

Sale Date: July 19, 2021  
10:00 A.M. Central Time

RE: \$3,720,000\* Water Revenue Refunding Bonds, Series 2021C (the "Bonds"), dated August 18, 2021.

For all or none of the above Bonds in accordance with the TERMS OF OFFERING, we will pay you  
\$\_\_\_\_\_ (not less than \$3,690,240) plus accrued interest to date of delivery for fully registered  
Bonds bearing interest rates and maturing in the stated years as follows:

\_\_\_\_\_ % due 2022  
\_\_\_\_\_ % due 2023  
\_\_\_\_\_ % due 2024  
\_\_\_\_\_ % due 2025  
\_\_\_\_\_ % due 2026  
\_\_\_\_\_ % due 2027  
\_\_\_\_\_ % due 2028  
\_\_\_\_\_ % due 2029  
\_\_\_\_\_ % due 2030

\* The City reserves the right to increase or decrease the aggregate principal amount of the issue. Such change will be in increments of \$5,000 and may be made in any of the maturities. The purchase price will be adjusted proportionately to reflect any change in issue size.

In submitting this bid, we represent that (i) this bid constitutes a firm offer to purchase the 2021A Bonds, and (ii) we have an established industry reputation for underwriting new issuances of municipal bonds and notes.

In making this offer we accept all of the terms and conditions of the TERMS OF OFFERING published in the Preliminary Official Statement dated July \_\_\_\_, 2021. In the event of failure to deliver these Bonds in accordance with the TERMS OF OFFERING as printed in the Preliminary Official Statement and made a part hereof, we reserve the right to withdraw our offer. All blank spaces of this offer are intentional and are not to be construed as an omission.

Not as a part of our offer, the above quoted prices being controlling, but only as an aid for the verification of the offer, we have made the following computations:

NET INTEREST COST: \$\_\_\_\_\_

TRUE INTEREST COST: \_\_\_\_\_% (Based on dated date of August 18, 2021)

Account Manager: \_\_\_\_\_ By: \_\_\_\_\_

Account Members:

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The foregoing offer is hereby accepted by and on behalf of the City Council of the City of Dubuque, Iowa this 19th day of July 2021.

Attest: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

(To be published between June 29, 2021 and July 14, 2021)

## NOTICE OF BOND SALE

Time and Place of Sealed Bids: Bids for the sale of Bonds of the City of Dubuque, State of Iowa, hereafter described, must be received at the office of the Director of Finance & Budget, City Hall, 50 West 13th Street, Dubuque, Iowa, 52001; Telephone: 563-589-4100 (the "Issuer") before 10:00 A.M., on the 19<sup>th</sup> day of July, 2021. The bids will then be publicly opened and referred for action to the meeting of the City Council in conformity with the Terms of Offering.

The Bonds: The Bonds to be offered are the following:

WATER REVENUE REFUNDING BONDS, SERIES 2021C, in the amount of not to exceed \$3,720,000\*, to be dated August 18, 2021\* (the "Bonds"). Bid to be received before 10:00 A.M. C.D.T.

\*Subject to principal adjustment pursuant to official Terms of Offering.

Manner of Bidding: Open bids will not be received. Bids will be received in any of the following methods:

- Sealed Bidding: Sealed bids may be submitted and will be received at the office of the Director of Finance & Budget at City Hall, 50 W. 13th St., Dubuque, IA 52001.
- Electronic Internet Bidding: Electronic internet bids will be received at the office of the Director of Finance & Budget at City Hall, 50 W. 13th St., Dubuque, IA 52001. The bids must be submitted through the PARITY® competitive bidding system.
- Electronic Facsimile/Email Bidding: Electronic facsimile or email bids will be received at the office of the Director of Finance & Budget at City Hall, 50 W. 13th St., Dubuque, IA 52001 (facsimile number: (563) 589-4149) or via email to the City's Municipal Advisor, Independent Public Advisors, West Des Moines, Iowa (tionna@ipamuni.com). Electronic facsimile and email bids will be treated as sealed bids.

Consideration of Bids: After the time for receipt of bids has passed, the close of sealed bids will be announced. Sealed bids will then be publicly opened and announced. Finally, electronic internet bids will be accessed and announced.

Sale and Award: The sale and award of the Bonds will be held at the Historic Federal Building, 350 West 6th Street, Dubuque, Iowa at a meeting of the City Council on July 19, 2021 at 6:30 P.M. It's possible the meeting may be held electronically. Please see the agenda in advance of the meeting for details on how to access the meeting.

Official Statement: The Issuer has issued an Official Statement of information pertaining to the Bonds to be offered, including a statement of the Terms of Offering and an Official Bid Form, which is incorporated by reference as a part of this notice. The Official Statement may be obtained by request addressed to the City Clerk, City Hall, 50 West 13th Street, Dubuque, Iowa, 52001; Telephone: 563-589-4100 or the Issuer's Municipal Advisor, Independent Public Advisors, LLC, 8805 Chambery Blvd, Suite 300 #114, Johnston, Iowa, 50131, Telephone: (515) 259-8193.

Terms of Offering: All bids shall be in conformity with and the sale shall be in accordance with the Terms of Offering as set forth in the Official Statement.

Legal Opinion: The Bonds will be sold subject to the opinion of Ahlers & Cooney, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed Bonds without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the Bonds, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Bonds.

Rights Reserved: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

By order of the City Council of the City of Dubuque, State of Iowa.

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Adrienne Breitfelder, City Clerk, City of  
Dubuque, State of Iowa

(End of Notice)



**Ahlers & Cooney, P.C.**  
*Attorneys at Law*

100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231

**Phone:** 515-243-7611

**Fax:** 515-243-2149

**[www.ahlerslaw.com](http://www.ahlerslaw.com)**

Kristin B. Cooper  
515.246.0330  
[kcooper@ahlerslaw.com](mailto:kcooper@ahlerslaw.com)

June 23, 2021

**VIA EMAIL**

Ms. Jenny Larson  
Director of Finance & Budget  
City of Dubuque  
50 West 13th Street  
Dubuque, Iowa 52001

Re: Dubuque, Iowa - \$3,720,000\* Water Revenue Refunding Bonds, Series 2021C

Dear Jenny:

I am including with this letter proceedings to cover advertisement for the sale of \$3,720,000\* Water Revenue Refunding Bonds, Series 2021C, as well as approving the Preliminary Official Statement and approving electronic bidding procedures for the sale.

**Publication Requirement--Notice of Bond Sale.**

The Clerk has been authorized to select a date for sale and to publish the Notice of Bond Sale, form of which is enclosed. Based on the schedule received, we understand the sale will occur on July 19, 2021. The Notice of Bond Sale must be published at least one time in a newspaper published in the County where the Bonds are offered for sale. The Bond sale may be held at any time; but not less than four clear days nor more than twenty days following the date of the last publication. An extra copy of the notice is attached for use by the newspaper. The Notice of Bond Sale should be published between June 29, 2021 and July 14, 2021 (dates inclusive).

The Notice of Sale includes language to permit the use of electronic bidding. You should have Independent Public Advisors, LLC's recommendation that electronic bidding procedures be utilized for this Bond sale. Based upon this recommendation, the Iowa Code requires that the Council make a finding that the recommended procedure will provide reasonable security and maintain the integrity of the competitive bidding process and facilitate the delivery of bids by interested parties under the circumstances of the particular sale. The proceedings enclosed are prepared on the basis that the Council will agree with the recommendation and make the necessary findings.

June 23, 2021

Page 2

The Resolution also approves the Preliminary Official Statement and authorizes its distribution. Please be sure to provide the Preliminary Official Statement to the Council, department heads, and others who may be able to review. Preparation of the Official Statement is subject to Federal Securities Law regulation. Please be certain that any facts and representations contained in the Official Statement are both accurate in all material respects and not omitting any information material to the City's financial conditions, to and including the date of the delivery of the Bonds.

Please send us an executed copy of the proceedings at your earliest convenience. We would also appreciate electronic scans. In the near future, we will send proceedings for the receipt of bids and award of sale. Please let me know if you have any questions.

Very truly yours,

Ahlers & Cooney, P.C.



Kristin Billingsley Cooper  
FOR THE FIRM

KBC:seb

Enclosures

cc: Adrienne N. Breitfelder, City Clerk  
Trish Gleason, Assistant City Clerk  
Tionna Pooler, Independent Public Advisors, LLC

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**City of Dubuque  
City Council Meeting**

**Action Items # 8.**

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**ITEM TITLE:** Request for Work Session: Four Mounds Foundation  
**SUMMARY:** City Manager requesting the City Council schedule a work session for July 19, 2021, at 5:00 p.m. on the Four Mounds Foundation and their work.  
**SUGGESTED DISPOSITION:** Suggested Disposition: Receive and File; Council

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
Four Mounds Foundation Work Session Request-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:** Four Mounds Foundation Work Session Request

**DATE:** June 23, 2021

Leisure Services Manager Marie Ware requests the City Council schedule a work session for July 19 at 5:00 p.m. on the Four Mounds Foundation and their work.

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  
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:** Four Mounds Foundation Work Session Request  
**DATE:** June 23, 2021

## **INTRODUCTION**

The purpose of this memorandum is to request a work session with the City Council on Four Mounds Foundation and their work.

## **DISCUSSION**

The City Council has Four Mounds/HEART Program: Funding as a 2020-2022 High Priority. This work session will allow Four Mounds Foundation to share information on their past, current, and future work and initiatives.

## **ACTION**

I respectfully request a City Council work session on July 19, 2021 at 5:00 p.m.

cc: Jill Courtney, Executive Director Four Mounds Foundation  
Jill Connors, Economic Development Director  
Alexis Steger, Housing and Community Development Director  
Dan Kroger, Recreation Division Manager

**City of Dubuque  
City Council Meeting**

**Action Items # 9.**

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**ITEM TITLE:** Request for Work Session: Inclusive Dubuque Quarterly Update  
**SUMMARY:** City Attorney requesting the City Council schedule a work session for August 16, 2021, at 5:00 p.m. for the Inclusive Dubuque Quarterly Update.  
**SUGGESTED DISPOSITION:** Suggested Disposition: Receive and File; Council

**ATTACHMENTS:**

**Description**

City Attorney Memo

Staff Memo

**Type**

Staff Memo

Staff Memo



**CRENNA M. BRUMWELL, ESQ.**  
**CITY ATTORNEY**

**MEMO**

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

**SUBJECT:** Inclusive Dubuque Quarterly Update - Work Session Request

**DATE:** July 1, 2021

Economic Development Director Jill Connors requests the City Council schedule a work session for August 16 at 5:00 p.m. for the Inclusive Dubuque Quarterly Update.

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



Economic Development  
Department  
50 West 13<sup>th</sup> Street  
Dubuque, Iowa 52001-4864  
Office (563) 589-4393  
TTY (563) 690-6678  
<http://www.cityofdubuque.org>

**TO:** Crenna M. Brumwell, City Attorney

**FROM:** Jill M. Connors, Economic Development Director

**SUBJECT:** Inclusive Dubuque Quarterly Update – Work Session Request

**DATE:** June 21, 2021

Requesting a Monday, August 16, 2021 Work Session at 5:00 p.m. where Clara Lopez Ortiz from the Community Foundation of Greater Dubuque will be presenting the 2<sup>nd</sup> Quarter report from 2021.

**City of Dubuque  
City Council Meeting**

**Action Items # 10.**

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**ITEM TITLE:** Request for Work Session: Airport Master Plan Update  
**SUMMARY:** City Manager requesting the City Council schedule a work session for September 20, 2021, at 5:30 p.m. to review the Airport Master Plan Update.  
**SUGGESTED DISPOSITION:** Suggested Disposition: Receive and File; Council

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
Request to Schedule Work Session on Airport Master Plan Update-MVM Memo	City Manager Memo
Airport Master Plan Update Memo	Staff Memo



**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Airport Master Plan Update City Council Work Session Request

**DATE:** June 21, 2021

Airport Director Todd Dalsing requests the City Council schedule a work session for Monday, September 20, 2021, at 5:30 p.m. to review the Airport Master Plan Update.

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  
Cori Burbach, Assistant City Manager  
Todd Dalsing, Airport Director



Telephone : (563) 589-4233  
Fax : (563) 589-4108  
e-mail : [tdalsing@cityofdubuque.org](mailto:tdalsing@cityofdubuque.org)

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# Memorandum

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**To: Mike Van Milligen, City Manager**  
**From: Todd Dalsing, Airport Director**  
**Date: June 17, 2021**  
**Subject: Airport Master Plan Update City Council Work Session Request**

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Mike,

On behalf of the Dubuque Regional Airport Commission, I respectfully request a City Council Work Session to be held on Monday, September 20, 2021, at 5:30 p.m. to review the Airport Master Plan Update project.

A Coffman and Associates' representative and Airport staff will be giving a 30-minute presentation, followed by a question-and-answer period.

Brief overview:

The Dubuque Regional Airport Master Plan has been prepared to evaluate Airport needs and guide facility development over the next 20 years. The plan followed an FAA-prescribed process that included collection of existing data, aviation demand forecasts, facility needs, alternatives to meet facility needs, and finally, a recommended development concept and capital plan, with public involvement opportunities throughout the process.

A full copy of the Masterplan Update can be found at:  
<https://dubuque.airportstudy.com/master-plan-documents/>



**City of Dubuque  
City Council Meeting**

**Closed Session - Bottom #**

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**ITEM TITLE:** Professional Evaluation(s) – Chapter 21.5(1)(i) Code of Iowa

**SUMMARY:**

**SUGGESTED  
DISPOSITION:**

**ATTACHMENTS:**

**Description**

Staff Memo

**Type**

Staff Memo



City Clerk's Office  
City Hall  
50 W. 13<sup>th</sup> Street  
Dubuque, IA 52001-4864  
(563) 589-4100 office  
(563) 589-0890 fax  
cityclerk@cityofdubuque.org  
www.cityofdubuque.org

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

**FROM:** Adrienne N. Breitfelder, City Clerk

**SUBJECT:** Request for Closed Session for Professional Evaluation

**DATE:** June 28, 2021

Pursuant to Iowa Code §21.5(1)(i), referenced below, I am requesting my evaluation with the City Council occur in closed session on July 6, 2021 at 6:30 p.m.

**21.5 Closed session**

1. A governmental body may hold a closed session only by affirmative public vote of either two-thirds of the members of the body or all of the members present at the meeting. A governmental body may hold a closed session only to the extent a closed session is necessary for any of the following reasons:

.....

- i. To evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.