

**ROLL CALL ORDER FOR MEETING OF
January 3, 2024**

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

Viewing and Participation Options

The public has the option to view and participate in the meeting in City Council Chambers or virtually. 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, and streamed live on the City's Facebook page at www.facebook.com/cityofdubuque.

The public can provide in-person, audio, and written input during sections of the agenda where public input is accepted. For in-person input, please reference the instructions on speaking within the Consent Items, Public Hearing, and Public Input sections.

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

- www.CityOfDubuque.org/VirtualMeeting
- 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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- Through the City Clerk's Office email at ctyclerk@cityofdubuque.org



**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.

January 3, 2024

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

REGULAR SESSION

6:30 PM

PLEDGE OF ALLEGIANCE

SWEARING IN

1. Swearing-In of Council Members-Elect and Mayor Pro Tem

Swearing-In of Council Members-Elect David T. Resnick, Laura J. Roussell, Katy A. Wethal; and Mayor Pro Tem Ric W. Jones.

PROCLAMATION(S)

1. Human Slavery and Human Trafficking Prevention Month (January 2024)

On behalf of the Tri-State Coalition Against Human Trafficking.

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 December 18, 2023; Civil Service Commission of December 13, 2023; Library Board of Trustees Update of November 16, 2023; Zoning Board of Adjustment of December 14, 2023.

Suggested Disposition: Receive and File

2. Notice of Claims and Suits

Chris Berntgen for vehicle damage.

Suggested Disposition: Receive and File; Refer to City Attorney

3. Disposition of Claims

City Attorney advising that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Ryan Berger for vehicle damage; Chris Berntgen for vehicle damage; Shelly Francois for vehicle damage and personal injury.

Suggested Disposition: Receive and File; Concur

4. Approval of City Expenditures

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

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

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

5. Purchase Agreement with Dubuque Community School District as part of the Althausen Street Watermain and Sanitary Sewer Reconstruction Project

City Manager recommending City Council approval of a Purchase Agreement with Dubuque Community School District (DCSD) for certain rights of way and easement acquisitions related to the proposed Althausen Street Watermain and Sanitary Sewer Reconstruction project.

RESOLUTION Approving a Purchase Agreement between the City of Dubuque, Iowa and Dubuque Community School District for Purchase of Rights of Way and an Easement along Althausen Street and Eagle Street as part of the Althausen Street Watermain and Sanitary Sewer Reconstruction Project

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

6. Follow Up on TIF Issue Related to Gardens of Dubuque Project

City Manager recommending City Council approval to allocate \$34,595.38 from the City's Fiscal Year 2023 General Fund savings to cover the Gardens of Dubuque Project TIF payments for November 2023 and May 2024.

Suggested Disposition: Receive and File; Approve

7. Approval of Termination Agreement of Iowa Economic Development Authority Master Contract P0806M01734 / Funding Agreement 08-EZ-036 with Morrison Brothers Company

City Manager recommending City Council approval of a Contract Termination Agreement for Contract 08-EZ-036 among Morrison Brothers Company and the Iowa Economic Development Authority, and the City of Dubuque and approve the Mayor's signature on the Termination Agreement.

Suggested Disposition: Receive and File; Approve

8. Signed Contract(s)

Statement of Work, Service Level Agreement, and Master Services Agreement Amendment with Milestone Systems.

Suggested Disposition: Receive and File

9. Old Highway Road Water Main Connection Loop 2023 Project Acceptance and Resolution

City Manager recommending City Council adoption of the attached resolution to accept the improvements and authorize the final payment for the Old Highway Road Water Main Connection Loop 2023.

RESOLUTION Accepting Public Improvement Contract for the Old Highway Road Water Main Connection Loop Project 2023

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

10. January/February 2024 Issue of City News Newsletter

City Manager providing a copy of the January/February 2024 issue of the City News Newsletter.

Suggested Disposition: Receive and File

11. Parks and Recreation Advisory Commission Recommendation for Naming English Ridge and Westbrook Estates Subdivision Parks

Park and Recreation Commission recommending the name of English Ridge Park for English Ridge subdivision park and Westbrook Park for the Westbrook Estates subdivision park.

Suggested Disposition: Receive and File; Approve

12. Fiscal Year 2024 28E Agreement with Iowa Alcoholic Beverages Division (I-PLEDGE)

City Manager recommending City Council approve the Fiscal Year 2024 I-PLEDGE 28E agreement with the Iowa Alcoholic Beverages Division.

Suggested Disposition: Receive and File; Approve

ITEMS SET FOR PUBLIC HEARING

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

1. Proceedings to Set Public Hearing on the Issuance of Not to Exceed \$3,200,000, State Revolving Fund Sewer Revenue Loan

City Manager recommending that a public hearing be set for January 16, 2024, on the proposition of selling not to exceed \$3,200,000 in State Revolving Fund Sewer Revenue Loan, the proceeds of which will be used to pay costs for Tamarack Sanitary Sewer Extension, Twin Ridge Sanitary Sewer Extension, and Granger Creek Lift Station Improvements.

RESOLUTION To fix a date for a public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed \$3,200,000

Suggested Disposition:

Receive and File; Adopt Resolution(s), Set Public Hearing for January 16, 2024

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.

Building Code Advisory and Appeals Board

Four, 3-Year Terms through January 1, 2027 (Expiring Terms of Brown for Alternate Electrical Construction Professional, Townsend for Electrical Construction Professional, Valaskey for HVAC Construction Professional, Wilderding for Multidisciplinary Representative, McNamer for Plumbing Construction Professional)

Applicants:

- Adam Brown, 686 S. Grandview Ave. (Qualifies for Electrical Construction Professional and Alternate Electrical Construction Professional)
- Phillip Heim, 911 Tressa St. (Qualifications to be confirmed by the 1/16 City Council meeting)
- Thomas Townsend, 1940 Amelia Dr. (Qualifies for Electrical Construction Professional and Alternate Electrical Construction Professional)
- Corey Valaskey, 1385 Alta Vista St. (Qualifies for HVAC Construction Professional and Alternate HVAC Construction Professional)

Equity and Human Rights Commission

One, 3-Year Term through January 1, 2027 (Expiring Term of Sampson Brown)

Applicants:

- Rick Baumhover, 601 Garfield Ave.
- David Heiar, 805 Carriage Hill Dr.
- Theresa Sampson Brown, 2285 Clydesdale Ct.

This commission is subject to the State of Iowa Gender Balance Law §69.16A. 9 Commissioners total; currently 4 males/2 females/3 openings

Two 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.

Housing Appeals and Mediation Board

Four, 3-Year Terms through January 1, 2027 (Expiring Terms of Gotz, Hoffmann, Spence, and Sutton)

Applicants:

- Mary Gotz, 1844 Bennett St.
- Wendy Hopp, 2193 Southway Dr.
- Luke Hoffmann, 991 June Dr.
- Lynn Sutton, 445 Nevada St.

PUBLIC INPUT

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

the agenda or on matters under the control of the City Council. Residents are asked to approach the podium and state their name and address before proceeding with their comments. Individual remarks are limited to 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. 3000 Jackson Dubuque Brewing and Malting Project Update

City Manager submitting a status update on the Dubuque Brewing and Malting project at 3000 Jackson Street.

Suggested Disposition:

Receive and File; Presentation

2. City Council Appointments to Boards and Committees

City Clerk requesting Mayor and City Council review of board and committee appointments for any changes for the 2024 calendar year.

Suggested Disposition: Receive and File; Council

3. City Lease of Property from Dubuque Childcare Collaborative, LLC

City Manager recommending City Council approve the Lease between the City of Dubuque and Dubuque Childcare Collaborative, LLC (DCC) for Unit 4.

RESOLUTION Approving a Lease between the City of Dubuque and Dubuque Childcare Collaborative, LLC

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

4. Request for Proposals: Automated Speed Enforcement

City Manager recommending City Council approval to release the attached request for proposal which outlines the services the City will require from a vendor to accommodate and facilitate the new City of Dubuque Ordinance for Automated Speed Enforcement.

Suggested Disposition: Receive and File; Approve

COUNCIL MEMBER REPORTS

ADJOURNMENT

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

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

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

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

City of Dubuque City Council Meeting

Roll Call # 0

ITEM TITLE:

SUMMARY:

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

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**SUGGESTED
DISPOSITION:**

**City of Dubuque
City Council Meeting**

Swearing In # 01.

ITEM TITLE:	Swearing-In of Council Members-Elect and Mayor Pro Tem
SUMMARY:	Swearing-In of Council Members-Elect David T. Resnick, Laura J. Roussell, Katy A. Wethal; and Mayor Pro Tem Ric W. Jones.
SUGGESTED DISPOSITION:	

**City of Dubuque
City Council Meeting**

Proclamation(s) # 01.

ITEM TITLE: Human Slavery and Human Trafficking Prevention Month (January 2024)

SUMMARY: On behalf of the Tri-State Coalition Against Human Trafficking.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

Description

Proclamation

Type

Supporting Documentation



PROCLAMATION

WHEREAS, by Presidential proclamation each January has been designated National Human Slavery and Human Trafficking Prevention month. In addition, January 11th has been designated National Human Trafficking Awareness Day; and

WHEREAS, the issues of sex trafficking and labor trafficking are a violation of human rights. The hope of this Proclamation is to raise awareness of this topic; and

WHEREAS, the City of Dubuque wishes to acknowledge the following organization for its work to combat human trafficking: Tri-State Coalition Against Human Trafficking; and

WHEREAS, the United Nations Global Plan of Action has three pillars upon which it stands: “protect, prevent, prosecute”. We invite all residents of Dubuque to educate themselves on this issue and to support these three pillars to help eradicate the problem; and

WHEREAS, human trafficking is a national, state, and local issue. We invite all civic leaders and residents to support the efforts of the Tri-State Coalition to train city bus drivers in recognizing the signs of trafficking and to participate in Iowa Secretary of State Paul Pate’s Iowa Businesses Against Trafficking (I-BAT) initiative; and

WHEREAS, we commend the Tri-State Coalition Against Human Trafficking for their campaign consisting of radio PSA’s and continued use of a city bus wrap.

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

“HUMAN SLAVERY AND HUMAN TRAFFICKING PREVENTION MONTH”

IN THE CITY OF DUBUQUE, IOWA.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 3rd day of January 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, CMC, City Clerk

2024: Submitted and accepted by: Sr. Marilou Irons, PVBM of the Tri-State Coalition against Human Trafficking

2023: Submitted and accepted by: Sr. Marilou Irons, PVBM of the Tri-State Coalition against Human Trafficking

2022: Submitted by Toni Backes and accepted by accepted by Sr. Marilou Irons, PVBM of the Tri-State Coalition against Human Trafficking

2021: Submitted by Toni Backes of the Tri-State Coalition against Human Trafficking and accepted by Sr. Marilou Irons, PVBM, marilou@dbqpbvms.org and Sr. Mary Lechtenberg, OSF lechtenbergm@osfdbq.org

2020: Submitted by Toni Backes of the Tri-State Coalition against Human Trafficking and accepted by Sr. Mary Lechtenburg OSF and Sr. Joy Peterson PVBM. dvingilroy@aol.com, 408-594-8025.

2019: Submitted by Deborah Albert of the Tri-State Coalition against Human Trafficking and accepted by Sr. Mary Lechtenburg OSF and Sr. Joy Peterson PVBM. dvingilroy@aol.com, 408-594-8025.

2018: moved to January 2019.

2017: Submitted by Deborah Albert of the Tri-State Coalition against Human Trafficking and accepted by Sr. Mary Lechtenburg OSF and Sr. Joy Peterson PVBM. dvingilroy@aol.com, 408-594-8025

**City of Dubuque
City Council Meeting**

Consent Items # 01.

ITEM TITLE: Minutes and Reports Submitted

SUMMARY: City Council Proceedings of December 18, 2023; Civil Service Commission of December 13, 2023; Library Board of Trustees Update of November 16, 2023; Zoning Board of Adjustment of December 14, 2023.

SUGGESTED DISPOSITION: Suggested Disposition: Receive and File

ATTACHMENTS:

Description	Type
City Council Proceedings of December 18, 2023	Supporting Documentation
Civil Service Commission of December 13, 2023	Supporting Documentation
Library Board of Trustees Update of November 16, 2023	Supporting Documentation
Zoning Board of Adjustment of December 14, 2023	Supporting Documentation

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

The Dubuque City Council met in special session at 5:30 p.m. on December 18, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members Farber (attended virtually), Jones, Resnick, Roussell, Sprank, Wethal; City Manager Van Milligen, City Attorney Brumwell (attended virtually at the beginning of the session; arrived in-person by 6:20 p.m.).

Mayor Cavanagh read the call and stated this was a special session of the City Council called for the purpose of conducting a work session on the Waste Minimization Annual Report.

**WORK SESSION
Waste Minimization Annual Report Presentation**

Public Works Director Arielle Swift introduced Resource Management Supervisor Jake Jansen, who presented an annual report update on waste minimization efforts utilizing Fiscal Year 2022 as a benchmark. Responding to questions from the City Council, Mr. Jansen encouraged residents to utilize the city's RETHink Waste DBQ web application (app) to reference what items can be recycled, confirm curbside collection schedules, and schedule large item pickups. Regarding the potential expansion of the food waste program, Mr. Jansen stated that barriers to participation should be reviewed and eliminated. Responding to a question regarding the methodology used for the report, Amanda Erickson, Solid Waste Planner/Coordinator with HDR, Inc., stated that the report consisted of city data and year over year data, with regional data also used for comparisons. Ms. Erickson further stated that the city should work with the landfill to acquire data on commercial tonnage to learn more about commercial waste outputs. Regarding a potential expansion of the city's offerings of recycling carts, Mr. Jansen recommended examining funding opportunities and options for various cart sizes. City Council Members referenced waste minimization grants available for organizations.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:22 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

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

The Dubuque City Council met in regular session at 6:30 p.m. on December 18, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

PLEDGE OF ALLEGIANCE

PRESENTATION(S)

1. Asphalt Paving Association of Iowa Awards for City Projects: Assistant City Engineer Bob Schisel summarized the awards the city received at the Asphalt Paving Association of Iowa (APAI) Annual Convention.

CONSENT ITEMS

Council Member Farber requested Item No. 23 be held for separate discussion. Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated, except for Item No. 23. Seconded by Wethal. Motion carried 7-0.

1. Minutes and Reports Submitted: Arts and Cultural Affairs Advisory Commission of October 24, 2023; City Council Proceedings of December 4, 2023; Community Development Advisory Commission of November 29, 2023; Zoning Advisory Commission of December 6, 2023; Proof of Publication for City Council Proceedings of November 6, 2023, and November 20, 2023. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Ryan Berger for vehicle damage; Shelly Francois for vehicle damage; Elizabeth Neuhaus for property damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advising that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Elizabeth Neuhaus for property damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 402-23 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

5. 2024 Federal Legislative Priorities: Upon motion the documents were received, filed, and approved.

6. Kennedy Mall, Inc. 2023 Property Tax Appeal Stipulation of Settlement Approval - Parcel No. 1028276901: Senior Counsel recommended approval of the Stipulation of Settlement for a 2023 property tax appeal filed by Kennedy Mall, Inc. for their property located at Parcel No. 1028276901. Upon motion the documents were received, filed, and approved.

7. Kennedy Mall, Inc. 2023 Property Tax Appeal Stipulation of Settlement Approval - Parcel No. 1028276002: Senior Counsel recommended approval of the Stipulation of Settlement for a 2023 property tax appeal filed by Kennedy Mall, Inc. for their property located at Parcel No. 1028276002. Upon motion the documents were received, filed, and approved.

8. Temporary Agreement Between the City of Dubuque and ITC Midwest, LLC to Operate an Electric Transmission System in the City of Dubuque: Upon motion the documents were received and filed, and Resolution No. 403-23 Approving an agreement between the City of Dubuque and ITC Midwest, LLC to operate an electric transmission system in the City of Dubuque was adopted.

9. Tree City USA Application Approval Request: Upon motion the documents were received, filed, and approved.

10. 2023 Pavement Marking Project: Acceptance of Public Improvement Construction Contract - Project Code: 5521000013: Upon motion the documents were received and filed, and Resolution No. 404-23 Accepting the 2023 Pavement Marking Project and authorizing the payment to the contractor was adopted.

11. Reservation of Easements by the City of Dubuque, Iowa: Twin Ridge Sanitary Sewer Extension and Lagoon Abandonment Project - (CIP#7102754): Upon motion the documents were received and filed, and Resolution No. 405-23 Approving the Reservation of Easements by the City of Dubuque, Iowa in connection with the Twin Ridge Sanitary Sewer Extension and Lagoon Abandonment Project was adopted.

12. Request to Distribute Request for Qualifications (RFQ) to hire a Mechanical/Electrical/Plumbing Systems Design Consultant & Architectural Design Consultant and Create an RFQ Review Committee: Upon motion the documents were received, filed, and approved.

13. Final Plat of Links Glen Place No. 2: Upon motion the documents were received and filed, and Resolution No. 406-23 Approving the Final Plat of Survey of Links Glen Place No. 2 in the City of Dubuque, Iowa was adopted.

14. Problem Property Assessment: Upon motion the documents were received and filed, and Resolution No. 407-23 Authorizing the city to collect delinquent problem property charges in accordance with 14-1J1 International Property Maintenance Code Section 106.5 and/or Section 109.5 Code of Ordinances of the City of Dubuque, Iowa was adopted.

15. College Student Brochures: City Manager provided copies of brochures for area college students that detail free Jule bus rides and area events. Upon motion the documents were received and filed.

16. City of Dubuque Aerial Photography Project: Upon motion the documents were received, filed, and approved.

17. Approval for Organizational Culture Change Consulting Services Contract Amendment: City Manager recommended City Council approval to issue an amendment to the contract with ViDL Solutions in the amount of \$100,000 to extend agreed-upon work to include the City's leadership team. Upon motion the documents were received, filed, and approved.

18. Purchase of One 35 ft. Gillig Electric Bus: Upon motion the documents were received, filed, and approved.

19. Signed Contract(s): MSA Professional Services, Inc for the Creek Crossing Restoration; Origin Design Co. for the Old Highway Road Water Main Connection Loop; Top Grade Excavating, Inc. for the Old Highway Road Water Main Connection Loop; Tschiggfrie Excavating for the Burlington Water Main Improvements. Upon motion the documents were received and filed.

20. Improvement Contracts / Performance, Payment and Maintenance Bonds: Cornerstone Concrete LLC for the 2023 Concrete work in the public right of way. Upon motion the documents were received, filed, and approved.

21. Request for Participation Initial Customer Notification Lead Service Line Replacement Pilot Program: Upon motion the documents were received and filed.

22. Certified Lists - Police Officer, Police Captain, Police Lieutenant, and Police Corporal: Civil Service Commission submitted the certified lists for the positions of Police Officer, Police Captain, Police Lieutenant, and Police Corporal. Upon motion the documents were received, filed, and made a matter of record.

23. Approval of Retail Alcohol Licenses: Council Member Farber stated her intent to abstain from voting on this item due to her ownership of Magoo's Pizza, whose liquor license was listed on the resolution for renewal. Motion by Jones to receive and file the documents and adopt Resolution No. 408-23 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits. Seconded by Resnick. Motion carried 6-0 with abstention from Farber.

PUBLIC HEARINGS

1. Resolution Approving the Development Agreement by and among the City of Dubuque, Iowa, 400 Ice Harbor, LLC, and Hodge Company Providing for the Sale of City-owned Real Estate to 400 Ice Harbor, LLC and the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Motion by Roussell to receive and file the documents and adopt Resolution No. 409-23 Approving a Development Agreement by and among the City of Dubuque, 400 Ice Harbor, LLC, and Hodge Company Including the disposal of an interest in real property owned by the City of Dubuque by sale pursuant to the Development Agreement. Seconded by Sprank. Mike Fullan, 2074 Creekwood Dr., spoke on behalf of Hodge Company in support of the resolution. Motion carried 7-0.

2. Resolution Adopting the Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal District, Version 2023.4: Motion by Jones to receive and file the

documents and adopt Resolution No. 410-23 Approving the Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal District, Version 2023.4. Seconded by Wethal. Motion carried 7-0.

PUBLIC INPUT

Bradley Plummer, 1041 Shady Oaks Dr., read a letter that he submitted to the City Council regarding Action Item No. 2, in which he expressed concern for the increased odor generated from the Water & Resource Recovery Center.

City Clerk Breitfelder announced receipt of Mr. Plummer's letter, as well as input from Jordan Pape, Chief Sustainability Officer with Tucker Freight, 1080 E. 12th St., regarding his support of the proposed ordinance for Action Item No. 3.

ACTION ITEMS

1. Greater Dubuque Development Corporation - Quarterly Update: Motion by Jones to receive and file the documents and listen to the presentation. Seconded by Sprank. President and CEO Rick Dickinson to present the quarterly update on the activities of the Greater Dubuque Development Corporation (GDDC) and responded to a question from the City Council regarding GDDC's impact on the community. Motion carried 7-0.

2. Water & Resource Recovery Center Odor Abatement Efforts Update: Water & Resource Recovery Center (W&RRC) Director Deron Muehring made a presentation on odor abatement efforts at the Water & Resource Recovery Center (W&RRC). Responding to questions from the City Council, Mr. Muehring stated that the city hired US Peroxide, LLC (USP) to provide recommendations on odor abatement, and that an improvement package will be submitted for Fiscal Year 2025 to fund the addition of hydrogen peroxide to the waste stream. City Manager Van Milligen stated that the city accepts high strength waste from businesses both in and around the city because it's a needed service. City Council Members acknowledged the increase in odors and emphasized the need to address the odors swiftly. City Council Members requested an update at the second City Council meeting in January. Motion carried 7-0.

3. Central Avenue / White Street Truck Route Amend Commercial Motor Vehicles Ordinance: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Sprank. Responding to a question from the City Council, City Attorney Brumwell stated that the \$50 fine for violating the ordinance has been the fine amount for at least a decade. City Manager Van Milligen stated that rebuilding the Central Avenue Corridor was not in the city's five-year Capital Improvement Program (CIP), and that completion of the Central Avenue & White Street Corridor Traffic Study will provide additional traffic recommendations. City Manager Van Milligen acknowledged that the ordinance will be challenging to enforce. City Manager Van Milligen also announced the following trucking or business community representatives will participate in the traffic study request for proposals (RFP) committee: Joe Kirk, Terry Mozena, and Rick Dickinson. City Council Members expressed support for the ordinance and spoke about various factors that will impact truck traffic on Central Avenue and White Street, including automated speed enforcement and truck routing software. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 55-23 Amending City of Dubuque Code of Ordinances Title 9 Motor Vehicles and Traffic, Chapter 16 Miscellaneous City Provisions, Division 2 Trucks and/or Machinery, Section 9-16-321.901 Motor Truck Routes.

Seconded by Sprank. Motion carried 7-0.

4. Update: 3000 Jackson Street, H & W Building: Motion by Sprank to receive and file the documents and listen to the presentation. Seconded by Roussell. Housing and Community Development Director Alexis Steger provided an update on 3000 Jackson Street, H & W Building. Responding to questions from the City Council, Ms. Steger stated that the streets currently closed around the H&W Building due to the stabilization work will not be reopened by January 1st, and that plans have been established with the Public Works Department to address snow removal on the closed streets if necessary. City Council Members expressed disappointment that the closed streets will not be reopened by January 1st and requested an update at the first City Council meeting in January. Motion carried 7-0.

5. Agreement with Kwik Trip, Inc. - Kwik Trip, Inc. Convenience Store/Gas Station at Intersection of Seippel Road and Airborne Road: Motion by Roussell to receive and file the documents and adopt Resolution No. 411-23 Approving an agreement between the City of Dubuque, Iowa and Kwik Trip, Inc. for construction of certain off-site public roadway and utility improvements at the intersection of Seippel Road and Airborne Road related to the proposed site improvements at said intersection. Seconded by Jones. Motion carried 7-0.

6. Amending Taxicab Driver Licensing Requirements: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 56-23 Amending City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 7 Vehicles for Hire and Public Transportation, Article B Motorized Vehicles For Hire, Section 4-7B-8 Taxicab Business License and Taxicab Driver's Permit. Seconded by Wethal. Motion carried 7-0.

7. Police Department Supervisor Wage Compression: Motion by Sprank to receive and file the documents and approve a budget allocation of \$80,482 from Fiscal Year 2024 savings to provide 5% increase for Police Department Lieutenants, Captains, and the Assistant Chief, and 6% increase for the Chief. Seconded by Jones. City Council Members associated this action item to city workforce attraction and retention. Motion carried 7-0.

8. Fire Department Organizational Changes and Wage Compression: Motion by Wethal to receive and file the documents and approve the Fiscal Year 2024 Fire Department organizational changes, creation of a new civilian fire inspector position, and wage adjustments. Seconded by Roussell. Responding to a question from the City Council, Fire Chief Amy Scheller spoke about the Deputy Fire Chief position resulting from readjustments to the department. City Council Members expressed support for the Deputy Fire Chief position. Motion carried 7-0.

9. Work Session Request: Travel Dubuque: Motion by Jones to schedule the work session for February 5, 2024, at 6:00 p.m. Seconded by Roussell. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Council Member Jones reported on participating in the emergency services annual holiday event at Hills and Dales.

Council Member Farber reported on speaking at the University of Dubuque's Graduate

Physician Assistant Graduation Ceremony.

Mayor Cavanagh reported on his recent presentation on the Bee Branch Watershed to the Mississippi River Cities and Towns Initiative (MRCTI)

CLOSED SESSION

Motion by Jones to convene in closed session at 9:09 p.m. to discuss Purchase or Sale of Real Estate – Chapter 21.5(1)(j) Code of Iowa. Seconded by Roussell. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 9:53 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:53 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

MINUTES

Government Body: CITY OF DUBUQUE CIVIL SERVICE COMMISSION

Date: December 13, 2023

Time: 4:15 PM

Place of Meeting: City Hall – Conference Room A – 50 W 13th St.

Present: Commissioners Dan White (virtually), Carla Heathcote (virtually), Scott Crabill
Also present: Police Captain Scott Baxter, Fire Chief Amy Scheller, Strategic Workforce Equity Coordinator Kecia Dougherty

Commissioner Crabill called the meeting to order at 4:17 p.m.

1. Approval of minutes from the November 8, 2023 meeting. Motion by White to approve the minutes as submitted. Seconded by Heathcote. Motion carried 3-0.
2. Police and Fire Department Reports. Fire Chief Scheller provided information on staffing numbers (vacancies, retirements, etc.) and new equipment recently acquired (fire engine). Police Captain Baxter provided information on staffing numbers (new hires and retirements) and new equipment (squad cars).
3. Certify the list for the position of Police Officer. Motion by Crabill to certify the list for the position of Police Officer. Seconded by White. Motion carried 3-0.
4. Certify the list for the positions of Police Captain, Police Lieutenant, and Police Corporal. Motion by Heathcote to certify the lists for Police Captain, Police Lieutenant, and Police Corporal. Seconded by White. Motion carried 3-0.
5. Adjournment. Motion by Crabill to adjourn at 4:27 p.m. Seconded by White. Motion carried 3-0.

Submitted by Pamela McCarron, Permit Clerk

*Carnegie-Stout Public Library
Library Board of Trustees Update
From the Meeting November 16, 2023*

Present: Victor Lieberman, President; Alanda Gregory, Vice-President; and Trustees, Robert Armstrong, Greg Gorton, Christy Monk, and Pam Mullin

- The Board approved library expenditures
- Library year-to-date statistics are seeing some trending increases. Total circulation is up 8%, visitor count is up 13%, and computer and Wi-Fi usage is up 60%. Maker Space Visits are up 38%
- The library is adding a new streaming service that features Spanish-language movies, television series, children's content, live theatrical performances and live opera. The Shelf.TV is a new platform for public libraries built. Promotion of the service will begin this Winter.
- The database software ResCarta, which provides access to the Telegraph Herald archives has had a significant software upgrade. The upgrades include faster searching speeds and enhanced security features.
- A new laser cutter/engraver has been added to the Maker Space. The previous unit had reached its end-of-life and replacement parts are no longer available. The new unit is much larger and has the capability for some larger and exciting new projects.
- The December/January Art @ your Library installation will open on December 1. Fourteen local artists will be featuring their work for the holiday show, which will be on display until January 22.

October 2023 Highlights	Count
Total Checkouts	39,341
Total Visitors	16,871
Total Program Attendance	2,476
Total Computer/Wi-Fi Use	17,196

Library Board of Trustees



Victor Lieberman, Board President
Alanda Gregory, Vice-President
Andy Bland, Board Secretary
Robert Armstrong
Greg Gorton
Christy Monk
Pam Mullin



Nick Rossman, Library Director

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

5:30 p.m.

Thursday, December 14, 2023

City Council Chambers, Historic Federal Building

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

Board Members Excused: Gwen Kosel

Board Members Unexcused: None

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

CALL TO ORDER: The meeting was called to order by Chairperson McCoy at 5:35 p.m.

MINUTES: Motion by Ahlvin, seconded by Stierman, to approve the minutes of the November 16, 2023 Zoning Board of Adjustment meeting as submitted. Motion carried by the following vote: Aye – Ahlvin, Mauss, and Stierman; Nay – None; Abstain – McCoy.

DOCKET – 48-23: Application of Greg Prehm, 25 Bissel Lane to construct a building 10' from the side and rear property lines where 20' is required for each in a C-3 General Commercial zoning district.

Greg Prehm, 8505 Southern Hills Court, spoke in favor of the request. He explained that he purchased two small parcels with the intention of constructing a shop/garage like those on Cedar Cross Road. He would have overhead access doors. He explained that he would occupy one space and have two others to rent out.

There was no public input.

Staff Member Duba detailed the staff report noting the character of the neighborhood, the proposed shop, and the requested variance for reduced setbacks. He expressed that the shop could have impacts on surrounding properties and recommended a condition of requiring screening around the subject property. He explained that the contractor shop development would require site plan review and approval by the city's Development Review Team.

Staff Member Duba summarized a letter of opposition submitted from Stephen Barry, an adjacent property owner, who expressed concern about aesthetics and character, noise and mess, and a general detraction for the adjacent residences and potential future development.

Chairperson McCoy expressed concerns about noise from a machine shop and cited criteria 2, 3, and 5 as concerns.

Board Member Stierman asked the applicant about the size of the proposed shop and if it could be smaller. Mr. Prehm replied that he had considered building the shop with a 0' south setback but decided to center it a little more on the site. He stated that he was hoping to have three shops to make the cash flow work for the property. He expressed that he was trying to be similar in size to shops on Cedar Cross Road.

Board Member Mauss shared some of the concerns expressed in the letter of opposition, and asked if the Board is just reviewing setbacks or if uses could be discussed also. Mr. Prehm observed that the letter seems to focus on the use, which was handled at the rezoning hearings and that he's just asking for a setback variance. He stated that he's not against some restrictions in use and noted he's seeking contractors such as plumbers and electricians to occupy the spaces and thinks it would be a quiet shop used mostly for storage and not an auto mechanic shop.

Chairperson McCoy asked if it was within the Board's purview to restrict uses. Staff Member Moon stated that the Board may talk about how use impacts adjacent properties and propose ways to limit that impact. Chairperson McCoy noted that limiting hours would seem to fit this, but even that gets complicated with respect to enforcement.

Staff Member Schrobilgen stated that the variance is pertaining to the setback of the structure and not the specific uses. He said that the Board can make any reasonable condition. He added that it isn't clear if a condition limiting permitted uses would be considered reasonable. Chairperson McCoy concurred, noting that the variance would apply to future owners and any permitted uses that might be on the property.

Staff Member Moon noted that exterior storage would be limited and screened, if the site allowed for it. Mr. Prehm stated that he plans to store everything inside to keep it out of the seasonal elements and to keep people from climbing on equipment.

Board Member Ahlvin asked how high a fence could be built. Staff Member Schrobilgen replied that there is no maximum height and noted the recommended condition to require site screening is a code requirement and cannot be waived through a waiver from site design standards.

Chairperson McCoy expressed that there did not appear to be enough support to approve the request at this meeting and explained to Mr. Prehm that he could request to table the request to a future meeting in order to allow him to iron out some of these questions before coming back to the Board. Board Member Ahlvin expressed that he would like to know what the shop would look like and what materials would be used. Mr. Prehm requested to table the item to a future meeting.

Motion by McCoy, seconded by Mauss, to approve the request to table Docket 48-23 to a future meeting. Motion carried by the following vote: Aye – Ahlvin, Mauss, Stierman,

and McCoy; Nay – None.

DOCKET – 49-23: Application of Edward Marinko, 2925 Shiras Avenue to construct a 168 sq. ft. shed for a total of 1,168 sq. ft. of detached accessory structures where 1,000 sq. ft. maximum is permitted in an R-1 Single-Family Residential zoning district.

Edward Marinko, 2925 Shiras Avenue, spoke in favor of the request. He explained that he's lived there 40 years, the parcel is 336,000 square feet in area, and he likes to take care of the property. He explained that he's hoping to build a 12' x 14' shed that would increase the square footage of detached accessory structures to 1,136 square feet. He intends to use the shed to store wood cutting equipment that he uses to maintain his property. He expressed that he didn't know about the maximum area limit for accessory structures.

There was no public input.

Staff Member Schrobilgen detailed the staff report noting the size of the proposed shed, the size of the applicant's existing detached accessory structures, and stated that the applicant's square footage estimate of 1,136 square feet could be used and that staff's number of 1,168 is an estimate. He recommended the Board review the project with the size as published in the staff report to reduce confusion and that the size is not substantially different. He noted that while the shed will be on sleds, it will have to meet setbacks and that it should have little to no impact on adjacent property owners or the neighborhood due to the large size of the property.

The Board had no questions or concerns.

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

DOCKET – 50-23: Application of Resurrection Church to install a 112 sq. ft. sign 15' in height where 32 sq. ft. and 10' in height is permitted in an R-1 Single-Family Residential zoning district.

Mark Jobgen, 5525 Wintergreen Drive, and Sam Bechen, 16494 Middle Road, spoke in favor of the request. They explained that they want to install a larger sign and have a portion of the sign have an electronic message board. They noted that they plan to install it on one side of the entry drive, and that utility easements are driving the sign location and that the sign will be located outside of the visibility triangle. They expressed that this size sign is typical for the neighborhood and nearby commercial properties.

Chairperson McCoy asked if they were amenable to a condition of maintaining the size of the electronic message sign as shown in the application. Mr. Jobgen replied yes. Chairperson McCoy asked about the lighting of the upper portion, and Mr. Bechen replied that it would be illuminated with external up lighting. Chairperson McCoy asked if they plan to run the sign 24-7, and Mr. Jobgen replied yes.

There was no public input.

Staff Member Duba detailed the staff report noting the requested sign size and height compared to the allowances. He detailed other freestanding signs for commercial properties in the area. He explained that this stretch of Asbury is commercial, including commercial zoning across the street, so no residential uses should be impacted by the sign.

Board Member Mauss asked if the sign could be lower, and Mr. Bechen replied that they raised it to ensure it remains visible when vehicles are entering and exiting the driveway. Board Member Ahlvin stated that the subject property was a unique R-1 zoning district with respect to use and proximity to commercial uses.

Mr. Jobgen asked if they could place it on the east side of the drive to help visibility and noted that it wouldn't go too far east since it would then go over the hill and not be visible again. The Board sought confirmation from staff on whether that is appropriate. Staff Member Duba indicated that yes, it could be placed elsewhere on the site if reviewed and approved by the Board.

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

DOCKET – 51-23: Application of Andrew and Amy Mozena, Kane Street to construct a residence 716' from the front property line where 50' maximum is permitted in an R-1 Single-Family Residential zoning district.

Andrew Mozena, 296 North Grandview Avenue, spoke in favor of the request. He explained that they recently purchased four lots between Kane and Kaufman that they are zoned residential. He noted that in order to build the house where they want, they need to be further than 50' from the street.

There was no public input.

Staff Member Schrobilgen detailed the staff report noting the location of the proposed dwelling according to the diagram. He explained the code requirements for utility connection, fire safety and emergency response. He noted the proposed location is at least 50' above Kaufmann Avenue and surrounded by trees. He stated that staff had no expectations that the dwelling would impact surrounding properties. He recommended the Board consider conditions of approval that require the property owner to obtain approval from the appropriate city departments regarding emergency apparatus access requirements, fire safety requirements, and utility connection requirements.

Chairperson McCoy asked the applicant if he was aware of building codes related to access, safety, and fire requirements, and Mozena replied yes.

Board Member Ahlvin asked if 716' is the maximum distance the home could be set back

from the street, and Staff Member Schrobilgen replied yes, but clarified that some flexibility is afforded to the applicant to account for unexpected site conditions but that any substantial deviation from a setback distance approved by the Board would require the property owner to return to the Board for another review/approval. Mr. Mozena noted that the house can't go further back because there is a cliff in that direction.

Motion by McCoy, seconded by Mauss, to approve the request with the following condition: that the property owner receives approval from the appropriate city departments for:

- 1) The property owner shall obtain approval from all appropriate city departments regarding the emergency apparatus access requirements, fire safety requirements, and utility connection requirements.

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

Chairperson McCoy stated the two dockets for 2613 University Avenue would be heard together.

DOCKET – 52-23: Application of Alex Ellerbeck, 2613 University Avenue, to operate businesses with a deficit of 10 off-street parking spaces in a C-1 Neighborhood Commercial zoning district.

DOCKET – 53-23: Application of Alex Ellerbeck, 2613 University Avenue, to allow an indoor restaurant as a conditional use in C-1 Neighborhood Commercial Zoning district.

Alex Ellerbeck, 5670 Clay Ridge Drive, spoke in favor of the request. He explained that they intend to have half the first floor as a salon of 900 square feet, and half with a coffee shop with gelato of 900 square feet. He noted they have 10 parking spots, and parking on Van Buren is usually empty. He stated they may be able to create more parking on-site.

Bill Gourley, 2607 Van Buren Street, expressed concerns about the lack of parking on the subject property and in the vicinity. He said Van Buren is narrow when vehicles are parked along both sides and close to the intersection, and expressed concern that this could lead to safety issues.

Staff Member Moon detailed the staff report noting that she would talk about both the conditional use permit request and the variance request. She described the proposed uses of the property, including the requested indoor restaurant/coffee shop which requires the conditional use permit, a beauty salon, a spray tanning booth, a residence on the second floor, and storage for those uses in the basement. She noted the unique shape of property.

Staff Member Moon listed the parking requirements associated with the beauty salon, spray tanning booth, coffee shop, and residential uses. She outlined the parking requirement calculations, factoring in a parking credit for past uses and the number of

existing spaces. She explained that even if the conditional use permit is denied for the coffee shop, a parking variance would still be required for a deficit of three spaces. She noted that staff had received a couple of calls from members of the public inquiring about the details of this request.

Chairperson McCoy expressed concerns about parking and suggested that the applicant might want to consider reworking their proposal. He noted that the Board has heard parking concerns with other properties in this vicinity before.

Board Member Ahlvin agreed with McCoy's concerns about parking. He stated that he's interested in knowing the proposed hours of operation and seeing a site plan.

Board Member Mauss shared concerns about parking and wondered how much parking could be added to the site. He noted that this intersection has difficult visibility. He asked the applicant about the basement use, and Mr. Ellerbeck replied that it would be for storage for businesses in the building.

Board Member Stierman shared concerns about parking and expressed that the potential for all uses in the building requiring the maximum parking spaces at the same time may be low, but the Board still needs to consider it.

Staff Member Moon clarified that if the conditional use permit were approved from the coffee shop, any future restaurant would have to be similar in operation and size to the coffee shop or would need to seek a new conditional use permit and may potentially require an additional parking variance. She expressed that any new curb cuts on the site would require review by Engineering staff.

Chairperson McCoy expressed to the applicant that many factors need clarification, but the request can be tabled to give them time to work through the concerns expressed. Staff Member Moon noted that staff will work with the applicant to address those questions with Engineering. Mr. Ellerbeck requested to table to a future meeting.

Board Member Mauss asked if a parking lease with a neighboring property could count toward their required parking, and Staff Member Moon stated it had been done in the past, but it would be a private agreement between property owners and that is difficult for the city to regulate and/or enforce.

Motion by Mauss, seconded by McCoy, to approve the request to table Docket 52-23 to a future meeting. Motion carried by the following vote: Aye – Ahlvin, Mauss, Stierman, and McCoy; Nay – None.

Motion by Mauss, seconded by McCoy, to approve the request to table Docket 53-23 to a future meeting. Motion carried by the following vote: Aye – Ahlvin, Mauss, Stierman, and McCoy; Nay – None.

DOCKET – 54-23: Application of Zachary Hinman, 475 Summit Street to construct a deck 10' from the front property line where 20' minimum is required in an R-2 Two-Family Residential zoning district.

Zachary Hinman, 475 Summit Street, spoke in favor of the request. He explained that he would like to build a 32 square foot deck, which is larger than the 25 square feet allowed.

Chairperson McCoy asked if the applicant was amenable to a condition that that deck be of an open design. Mr. Hinman replied yes.

There was no public input.

Staff Member Schrobilgen detailed the staff report noting the size of the proposed deck at 4' x 8' and the allowance limiting the projection into the front setback to 5'. He noted most properties on this side of Summit Street have reduced front yard setbacks. He said that the deck would be outside of the visibility triangle. He stated the property is in a historic district and a conservation district, and the proposed deck has been reviewed and approved by historic preservation staff. He also noted that any potential future changes to the property would need to be reviewed by the City staff regarding Historic Review.

Motion by Ahlvin, seconded by Mauss, to approve the request with the following condition:

- 1) The deck shall remain of an open design.

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

ITEMS FROM PUBLIC: None.

ITEMS FROM BOARD: Chairperson McCoy made an inquiry regarding the loss of parking on a multi-tenant residential building in the downtown area. Staff discussed how the property may be legally nonconforming with respect to parking and may have had a right to park on an adjacent property through a private agreement, which the city would not be able to enforce on. Staff stated they would research the matter further and report back to the Board at a future meeting.

ITEMS FROM STAFF: Staff Member Schrobilgen addressed Board Member Stierman's comment from earlier in the meeting regarding allowing shared parking agreements between private property owners. He noted that when staff is aware of a shared parking agreement, staff will consider those uses/activities when calculating the total number of required parking spaces for a property. He explained that it either needs to be an obvious shared parking situation or additional information needs to be provided by the applicant.

ADJOURNMENT: Motion by McCoy, seconded by Mauss, to adjourn the December 14, 2023 Zoning Board of Adjustment meeting. Motion carried by the following vote: Aye – Ahlvin, Mauss, Stierman, and McCoy; Nay – None

The meeting was adjourned at 6:45 p.m.

Respectfully submitted,

Shena Moon, Associate Planner

Adopted

**City of Dubuque
City Council Meeting**

Consent Items # 02.

ITEM TITLE: Notice of Claims and Suits
SUMMARY: Chris Berntgen for vehicle damage.
**SUGGESTED
DISPOSITION:** Suggested Disposition: Receive and File; Refer to City Attorney

ATTACHMENTS:

Description

Claim by Chris Berntgen

Type

Supporting Documentation

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

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

The Claim must be filed with the City Clerk at City Hall, 50 W. 13th St., Dubuque, IA 52001. It will then be referred by the City Clerk 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.

1. Name of Claimant: CHRIS BEWITGEN
2. Address: 985 W. LOCUST ST DUBUQUE, IA 52001
3. Telephone Number: 563-542-2789
4. Date of Incident: 12/14/23
5. Time of Incident: 2:17 PM
6. Location of Incident (Be specific): CEDAR CROSS & LAKE RIDGE RD INTERSECTION DUBUQUE, IA 52003

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.)

I WAS STOPPED WAITING TO TURN ONTO LAKE RIDGE RD FROM CEDAR CROSS RD. DRIVER OF JULE BUSLINE MADE A TIGHT TURN TO GO AROUND MY CAR & AND HIT MY FRONT DRIVER SIDE DRIVER OF JULE BUS LINE WAS CHARGED WITH FAILURE TO EXECUTE A

8. What were weather conditions like? TURN BY DUBUQUE POLICE DEPT
9. Give name and address of any witnesses: WEATHER WAS CLEAR

DUBUQUE POLICE DEPT OFFICER CHRIS SKORUPSKI BADGE #638

10. Did police investigate? (If so, give names of officers.) SEE ATTACHED POLICE REPORT CASE # 2023-009092

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

NO INJURIES

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.)

FRONT END DAMAGE TO MY 2012 CHEVY EQUINOX

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? 10,000

16. Why do you claim the City of Dubuque is responsible? DRIVER OF BUS WAS CHARGED WITH FAILURE TO EXECUTE A TURN AND HIT ME WHILE I WAS LEGALLY STOPPED IN A TURN LANE

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 22ND day of DECEMBER, 2023.

Chris Buntgen
(Signature)

CHRIS BUNTGEN
(Print Name)

Received via email 12/28/23 at 8:11 am

**City of Dubuque
City Council Meeting**

Consent Items # 03.

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: Ryan Berger for vehicle damage; Chris Berntgen for vehicle damage; Shelly Francois for vehicle damage and personal injury.

**SUGGESTED
DISPOSITION:**

Suggested Disposition: Receive and File; Concur

ATTACHMENTS:

Description

ICAP Referral

Type

Staff Memo

MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 12/15/2023

RE: Claim Against the City of Dubuque by Ryan Berger

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Ryan Berger	12/5/2023	11/2/2023	Vehicle Damage

This is a claim in which claimant alleges Claimant's vehicle was damaged after driving around a work area where City employees were resealing the road. Road seal (tar) stuck to Claimant's tires and wheel wells/fenders.

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
Arielle Swift, Public Works Director
Ryan Berger

MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 12/28/2023

RE: Claim Against the City of Dubuque by Chris Berntgen

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Chris Berntgen	12/22/2023	12/14/2023	Vehicle Damage

This is a claim in which claimant alleges Claimant's vehicle was damaged due to being struck by a City bus.

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

cc: Michael C. Van Milligen, City Manager
Ryan Knuckey, Director of Transportation Services
Chris Berntgen

MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 12/15/2023

RE: Claim Against the City of Dubuque by Shelly Francois

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Shelly Francois	12/8/2023	10/16/2023	Vehicle Damage & Personal Injury

This is a claim in which claimant alleges Claimant was injured and vehicle was damaged due to being struck by a City bus.

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
Ryan Knuckey, Director of Transportation Services
Shelly Francois

**City of Dubuque
City Council Meeting**

Consent Items # 04.

ITEM TITLE: Approval of City Expenditures

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

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

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

ATTACHMENTS:

Description

Type

Council Memo

City Manager Memo

Resolution

Resolutions

Expenditure Report_Uploaded 12.29.23

Supporting Documentation

Expenditure Report - Exceptions_Uploaded 12.29.23

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: December 21, 2023

Finance is submitting the following expenses to City Council for approval at the January 3rd meeting. Payments on these expenses will be made January 4, 2024.

In addition, Finance is submitting expenses paid since December 20, 2023 to City Council for review. The payments for these claims were approved either by prior City Council action or meet the criteria as an exemption to prior City Council approval.

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

RESOLUTION NO.

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

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

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

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

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

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

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

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

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

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

COUNCIL APPROVAL

PAYDATE 01-04-24

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
A & G ELECTRIC COMPANY	\$ 255.20	Electrical Permits - University Ave & Wooten St
AAAE	1,881.00	Digicast ID media software
ADDOCO INC	440.00	MULCH FOR JOTC
AIRGAS USA LLC	21.51	Medical Oxygen for Ambulances
ALLIANT ENERGY	19.73	FY24: 411 E. 15th St - Blum Site Electricity
ALLIANT ENERGY	21.04	FY24: 411 E. 15th St - Blum Site Electricity
ALLIANT ENERGY	42.34	6505 Middle Rd - Electricity
ALLIANT ENERGY	4,023.99	FY24: 305 W. 6th St - Federal Building Electricity
ALLIANT ENERGY	1,911.90	FY24: 1300 Main St - City Annex Electricity
ALLIANT ENERGY	665.24	FY24: 1503 W 3rd St - Cell Tower Electricity
ALLIANT ENERGY	28.51	FY24: 2356 Washington St - Bee Branch Camera Elect
ALLIANT ENERGY	23.89	FY24: 510 E. 22nd St Electricity
ALLIANT ENERGY	62.31	FY24: 1805 Central Ave - Old Engine House LB/HSE
ALLIANT ENERGY	631.34	FY24: 535 E. 16th St - Pump Station Electricity
ALLIANT ENERGY	101.03	ELECTRIC BILLS THRU JUNE 2024
ALLIANT ENERGY	1,795.48	FY24: 1157 Central Ave - MFC Building Electricity
ALLIANT ENERGY	3,338.08	FY24: 50 W. 13th St - City Hall Electricity
ALLIANT ENERGY	34.21	FY24: 2543 White St - SCADA Flow Meter Electricity
ALLIANT ENERGY	272.83	FY24: W. 5th Restrooms Electricity
ALLIANT ENERGY	47.08	FY24: 431 Rhomberg - Constr. Trailer Electricity
ALTORFER INC	25.00	Unit 3104 Total Misc charges
ALTORFER INC	10.02	#3292 9W-0844 Socket 155-2260 Plug KT conn
ALTORFER INC	724.00	Unit 3509 Perform Service Level 12 Automatic trans
ALTORFER INC	3,105.00	Unit 3509 Filter Lube Bulk oil Full engine Service
MEDICAL ASSOCIATES	406.66	Ambulance Refund
UNITED	203.64	Ambulance Refund
AETNA	465.34	Ambulance Refund
MEDICAL ASSOCIATES	355.15	Ambulance Refund
HELMSMAN MANAGEMENT SERVICES	583.34	Ambulance Refund
AMERICAN LEGAL PUBLISHING CORP	500.00	Web Hosting Fee - Annual
ANN E DAUDERMAN	132.75	First Line Leadership training
Aquatic Informatics Inc.	1,675.00	HACHWIMS SOFTWARE UPGRADE
ARAMARK UNIFORM SERVICES	103.09	Monthly linen, towels, dry mop supplies
AT&T Mobility National Accounts, LLC	5,776.11	AT&T Monthly First Net Charges-Nov20-Dec19 2023
AV FUEL	23,364.15	Aviation fuel for resale
BERNARD COMMUNICATIONS COMPANY	99.95	Public & Private Wireless Service
BLACK HILLS/IOWA GAS UTILITY CO	2,686.44	FY24: 305 W. 6th St - Federal Building Natural Gas
BLACK HILLS/IOWA GAS UTILITY CO	274.51	FY24: 1300 Main St - City Annex Natural Gas
BLACK HILLS/IOWA GAS UTILITY CO	378.57	UTILITY EXPENSE - GAS
BLACK HILLS/IOWA GAS UTILITY CO	339.77	UTILITY EXPENSE - GAS
BLACKSTONE ENVIRONMENTAL INC	360.00	West Blum Site Assessment
Bradley M Cavanagh	206.69	12/7/23 DC White House Invite - Mayor Reimbursemen
BRANDON J BAUER	316.27	Per Diem School of Police Staff & Command
BRANDON J BAUER	316.27	Per Diem School of Police Staff & Command
CENGAGE LEARNING INC	736.05	Large print books for adult collection
CHRISTOPHER J LESTER	93.47	DECEMBER 2023 MILEAGE FOR CHRIS LESTER
Christy Burke	73.80	MFC DIRECTOR CANDIDATE, CHRISTY BURKE
CINTAS CORP	85.37	FY24: Floor Mat Services - City Hall, Annex, & Fed
CINTAS CORP	223.31	FY2024 Blanket Order - Uniforms
CINTAS CORP	46.64	FY24: Floor Mat Services - City Hall, Annex, & Fed
CINTAS CORP	152.48	FY2024 Blanket Order - Uniforms
CINTAS CORP	35.00	FY2024 Blanket Order - Uniforms
CINTAS CORP	157.31	FY2024 Blanket Order - Uniforms

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
CINTAS CORP	170.64	FY2024 Blanket Order - Uniforms
CINTAS FIRST AID & SAFETY	80.20	FY2024 Blanket PO - First Aid Supplies
CLEAN SWEEP OF I & I LLC	100.00	Disinfect Police Vehicle
COMMUNICATIONS ENGINEERING CO	10,927.25	Network Switch for Terminal Street Lift Station
COMMUNICATIONS ENGINEERING CO	550.00	Data center switches
CONSTELLATION NEW ENERGY GAS DIV	878.95	FY24:50 W. 13th St - City Hall Natural Gas: Oct-Apr
CORI L BURBACH	138.38	11/15/23 ViDL sessions snacks & drinks - C. Burbac
DEBRA A SEARLES	25.15	DECEMBER MILEAGE FOR DEB SEARLES
DELL MARKETING LP	18,575.96	4 Video Workstations
DERON L MUEHRING	174.28	Travel Reimb: iStorm 2023 Conference
Digitech Computer LLC	8,680.29	Ambulance Billing Cash Receipts
DITTMER RECYCLING INC	50.00	FY24: City Hall/Legal/Fed Bldg - Shredding Service
DITTMER RECYCLING INC	100.00	FY24: City Hall/Legal/Fed Bldg - Shredding Service
DITTMER RECYCLING INC	50.00	FY24: City Hall/Legal/Fed Bldg - Shredding Service
DUBUQUE COUNTY E911 BOARD	440.70	FY24: Emergency Radio System Access Fee - 5 Radios
DUBUQUE COUNTY RECORDER	104.00	Dubuque County Recorder Fees PreAnnex 17257 Chicor
DUBUQUE COUNTY RECORDER	284.00	November 2023 Recording Fees
DUBUQUE COUNTY SHERIFF	6,020.46	Nov 2023 DDTF Shared Expenses
DUBUQUE HOSE & HYDRAULICS	49.35	Bin Fill 11.30.2023
DUBUQUE HOSE & HYDRAULICS	644.69	bin fill 12.1.203
DUBUQUE HOSE & HYDRAULICS	11.77	XCC12 Ny Lock Jam Nut NR Zinc 3/4
DUBUQUE HOSE & HYDRAULICS	101.72	E505101-100 Nylon Loom Brake Cleaner
DUBUQUE HOSE & HYDRAULICS	135.62	Y37-11 2 x3 Narrow Mach XAV32 Grade C Lock Nut
DUBUQUE HOSE & HYDRAULICS	70.89	XFB10212 HHCS G8 NF Z/Y XFB104 XCG10 Parts
DUBUQUE HOSE & HYDRAULICS	436.87	Bin Fill 12/14/2023 brake cleaner, tarp strap
DUBUQUE HOSE & HYDRAULICS	76.14	Unit 3413 N29620 BIT SP S-D 5/8
DUBUQUE MAIN STREET LIMITED	24,052.75	FY24 Contracted POS-DMainSt
EASTERN IOWA EXCAV & CONCRETE LLC	92,829.48	JFK W 32nd Street Intersection Improvement Project
Ed Stivers Ford Inc	44,324.00	FY2023 Police Patrol Vehicles
Ed Stivers Ford Inc	44,324.00	FY2023 Police Patrol Vehicles
Ed Stivers Ford Inc	44,324.00	FY2023 Police Patrol Vehicles
Ed Stivers Ford Inc	44,324.00	FY2023 Police Patrol Vehicles
ELECTRICAL ENG & EQUIP COMPANY	170.00	BATTERY CHARGER FOR BUNKER HILL PUMP STAT GEN.
ELLIOTT EQUIPMENT COMPANY	269,727.00	1 New 2023 Freightliner Schwarze Street Sweeper
Engine 18 Solutions LLC	1,375.00	Blue Card Certification Training & Refresher
EVOLOGIC INC	23,655.00	Emergency SCADA PLC Migration - Terminal Street
FERGUSON WATER WORKS SUPPLY #2516	3,352.38	5/8" Meters For Stock
FERGUSON WATER WORKS SUPPLY #2516	3,850.00	1" T10 METER AND 5/8" METERS FOR STOCK
FERGUSON WATER WORKS SUPPLY #2516	3,352.61	5/8" Meters For Stock
FERGUSON WATER WORKS SUPPLY #2516	312,500.00	R900'S FOR STOCK
FINLEY HOSPITAL	4,219.75	Franchise Fees
FINLEY HOSPITAL	177.30	Franchise Fees
FOTH INFRASTRUCTURE & ENVIRO LLC	59,648.07	Relocate Taxiway Alpha Construction Engineering
FOTH INFRASTRUCTURE & ENVIRO LLC	2,344.54	Install PV System Construction-AIP #77
FOTH INFRASTRUCTURE & ENVIRO LLC	26,221.00	Construct Hangar #105 Construction Engineering
GE Software Inc	1,920.00	EKOS Fuel Site Module 7/1/2023- 6/30/24
GIESE SHEET METAL CO INC	758.25	ST3-Exhaust fans in bathroom blowing fuses
GILLIG LLC	69.96	82-60186-000 2 element Filters
GILLIG LLC	866.58	04-45230-000 bracket Brake Valve Mtg
Global Flight Solutions, LLC	4,000.00	Air Service Consulting
GRANICUS INC	35,566.37	Subscription renewal for WebQA/GIS
GRAYMONT WESTERN LIME INC	4,787.68	FY2024 High Calcium Quicklime Blanket PO
GRAYMONT WESTERN LIME INC	4,769.28	FY2024 High Calcium Quicklime Blanket PO
GRAYMONT WESTERN LIME INC	4,824.48	FY2024 High Calcium Quicklime Blanket PO
GRAYMONT WESTERN LIME INC	4,809.76	FY2024 High Calcium Quicklime Blanket PO
HAWKEYE ELECTRIC DUBUQUE INC	975.00	ST2-New outlet in cabinet for microwave

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
HAWKINS INC	8,009.95	FY24 - 25 Sodium Hypochlorite(Chlorine)
HDR ENGINEERING INC	17,601.67	E/W Corridor Capacity Improv-University Overlap
HEATHER M SATTERLY	363.90	TRAVEL REIMBURSEMENT FOR HEATHER SATTERLY
HEATHER M SATTERLY	386.23	TRAVEL REIMBURSEMENT FOR HEATHER SATTERLY
HENDERSON PRODUCTS INC	163.20	81556 Pin 1.25 x 5.0 TG Pivot
HERBST UPHOLSTERY	90.00	Unit 1843 Replace back rest cover
HERBST UPHOLSTERY	150.00	Unit 1838 Police Car - Remove old cover and cushion
HUGH R MCCARRON	44.25	Trvl Reimb - APAI Annual Conf - Des Moines, IA
HYVEE JOHNSTON	7,790.52	Meal for new Officers at ILEA
I & S Group, Inc.	3,520.00	Prof Svcs - Pretreatment Program Assistance
ICON ENTERPRISES INC	1,972.50	Dubuque Custom Banners
IMON COMMUNICATIONS LLC	25,844.51	2201-Z Joint Fiber Build
IMON COMMUNICATIONS LLC	7,122.00	2205-D Joint Fiber Build
IMON COMMUNICATIONS LLC	711.00	2201-L Joint Fiber Build
IMON COMMUNICATIONS LLC	12,511.30	2201-Q - Joint Fiber Build
INGRAM LIBRARY SERVICES INC.	79.74	Teen YA Library Materials for collection
INGRAM LIBRARY SERVICES INC.	597.25	Children's Books for Library collection
IOWA COMMUNITIES ASSURANCE POOL	5,563.44	FY24 DAMAGE CLAIMS
ISAIAH R HOFF	25.11	Attorney General Meeting
J & R SUPPLY COMPANY	495.00	FORD TAPPING MACHINE PARTS
J & R SUPPLY COMPANY	1,700.00	1 1/2" TAPPING SADDLE -LAKERIDGE DR. TAPS
J & R SUPPLY COMPANY	2,600.00	CURB STOPS AND STOP BOXES FOR 1 1/2" TAPS
JAMES J GRAVES	60.00	Decals for new vehicles
Jon J Thill	28.49	Mileage Reimbursement - Nov 2023
Joseph V Featherstone	250.00	LEAD SERVICE LINE LETTERS-MARSHALLESE TRANSLATION
KEY CITY CONCRETE CREATIONS	10,643.28	2023 Concrete Work in the Public ROW - Keller
LEGISLATIVE SERVICE AGENCY	75.00	Iowa Code Books
LESLEIN TRUCKING	19,548.90	FY24 Blanket PO - Sludge Hauling
MAV RESTORATIONS LLC	1,600.00	1761 Clarke LHH21 Construction
MCDERMOTT EXCAVATING	9,420.08	Wilbricht Lane Detention Basin Project
MCGRATH AUTOMOTIVE GROUP INC	3,514.65	#2614 Module sensor Clamp gasket converter
MCGRATH AUTOMOTIVE GROUP INC	164.95	#2614 Replace Glow Plug Module and program
MEDLINE INDUSTRIES INC	303.96	Ambulance Supplies
MERCY FAMILY PHARMACY	381.57	Fessler, Thomas prescriptions
MERCY MEDICAL CENTER	35,038.29	FY 2024 Franchise Fees
Mia Burbach	163.16	11/24/23 Mileage - WLC Conf - Mia Burbach reimburs
MICS CONSTRUCTION	2,550.00	2829 Jackson LHH21 Change Order #1
MIDWEST CONCRETE INC	67,421.55	JFK Sidewalk Project
MIKE FINNIN FORD LLC	108.62	HL3 Z 7A191 B Gasket HL3Z 7A098 A Screen Asy
MIKE FINNIN FORD LLC	82.63	HL3 Z 7A194 C Pan Asy Trans 7T4Z &Z302 A
MIKE FINNIN FORD LLC	1,481.77	NIMZ 5G203 A Tube Asy NIMZ 5G203 Tube Asy
MIKE FINNIN FORD LLC	212.73	DG1Zn8C607 E Motor and fan Asy
MIKE FINNIN FORD LLC	349.97	Unit 2617 LC3Z 12286 D Wire Asy LC3Z 12029
MIKE FINNIN FORD LLC	208.88	Unit 1845 XT 12 AULV - Automatic Tran Seal Gasket
MI-T-M EQUIPMENT SALES & SERVICE	2,530.00	Repair 3307 Power washer Shop Supplies Trip
MOLO OIL COMPANY	21,007.00	87E Fuel Bid for Garage Kerper Ct 11/7/2023
MULGREW OIL COMPANY	2,427.05	#2 Dyed 2% Bio-Blend Diesel Landfill wk 12/11/2023
MULGREW OIL COMPANY	2,576.65	#2 Dyed 2% Bio-Blend Diesel Landfill wk 12/11/2023
MULGREW OIL COMPANY	2,450.60	#2 Dyed 2% Bio-Blend Diesel Landfill wk 12/18/2023
MULGREW OIL COMPANY	1,409.65	#2 Dyed 2% Bio-Blend Diesel Landfill wk 12/18/2023
NAN MCKAY & ASSOCIATES, INC	450.00	Admin Plan HOTMA Policy Workshop
NATHAN M STEFFEN	44.25	Trvl Reimb - APAI Annual Conf - Des Moines, IA
NICHOLAS EDWARDS, MD	3,333.33	EMS Director Yearly Salary for EMS Support
NORLAB INC	574.00	San sewer liquid powder tracing dye 16 bottles
O'REILLY AUTOMOTIVE INC	28.99	MPact Gloves MPT58-011
O'REILLY AUTOMOTIVE INC	26.15	S724 ABS SNS CN Part

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
O'REILLY AUTOMOTIVE INC	37.98	10.3 oz Silicon
ORIGIN DESIGN CO	696.00	Old Highway Rd. Water Main Connection Loop
OVERHEAD DOOR COMPANY	111.00	ST2-Overhead Door Maintenance
PAMELA J CONNOLLY	224.00	FALL 2023 FAST KIDZ RUNNING- PAM CONNOLLY
PHELPS THE UNIFORM SPECIALISTS	46.82	Uniform cleaning for mechanic; shop towels cleanin
PIGOTT INC.	559.50	Inv 139434 Office Chair RBlosch Planning Dept
RACOM CORPORATION	50,200.48	Camera Maintence Serv. Supp. Contract 2023/24
RACOM CORPORATION	105.00	Repair on Police Vehicles
RACOM CORPORATION	78.75	Repair on Police Vehicles
RACOM CORPORATION	9,409.34	P3818-PVE Cameras
Rebecca Maher-Jacobson	273.93	Travel reimbursement for Becky Maher-Jacobson
RILCO FLUID CARE	3,229.50	TEC Guard Extreme Tec Guard Armor Syn Bld Washer F
ROBERT D SCHIESL	44.25	Trvl Reimb - APAI Annual Conf - Des Moines, IA
ROSENBAUER MINNESOTA LLC	4,137.87	V99Repairs Vin:71011/TREX A1N0004-0001
SADLER POWER TRAIN INC	150.40	6" Oval Amber LED Warning Light Lamp
SARAH A BERNA	96.00	TRAVEL REIMBURSEMENT FOR SARAH BERNA
SARAH A BERNA	232.37	TRAVEL REIMBURSEMENT FOR SARAH BERNA TO AUSTIN, TX
SerJon Bennett	36.15	Gas for PT Testing in Ames, IA
STONE HOLLOW	120.00	K9 Boarding for Wisco
STRAND ASSOCIATES INC	7,550.00	WTP & Water Dist.Sys SCADA Upgrade
STRAND ASSOCIATES INC	5,079.58	WRRC Misc Service - FY21-Tsk 20-09-#1154-085
STRAND ASSOCIATES INC	7,876.87	Old Mill Rd Pumping Station
STRAND ASSOCIATES INC	47,016.54	Old Mill Rd Pumping Station
STRAND ASSOCIATES INC	223.81	17th St Railroad Culvert Crossing-Task Order 22-01
STRAND ASSOCIATES INC	480.34	SCADA on call services for flow meters
STRAND ASSOCIATES INC	11,010.00	Maus Park Pump Station
STRAND ASSOCIATES INC	2,315.52	42 inch forcemain and Terminal St. Pumping Station
STRAND ASSOCIATES INC	7,115.00	Granger Creek Pumping Station Design
STRAND ASSOCIATES INC	2,242.75	Bergfeld Pond Outlet Structure Repair
THE METRIX COMPANY	191.81	FY2024 Franchise Fees
THOMPSON TIRE & RETREAD	1,011.84	Unit 3403 11R225 PC G177M2 20075338
THOMPSON TIRE & RETREAD	2,753.28	Unit 3245 11R225 Radial Casing Replace Tires
THOMPSON TIRE & RETREAD	443.92	Unit 3403 Medium Truck Dsmnt/Mnt Loose
THOMPSON TRUCK & TRAILER INC	253.58	Jet 2 parts
THREE RIVERS FS INC	718.85	55 GL Suprex SAE 15-40 265 GL Tank
THREE RIVERS FS INC	291.02	Diesel Exhaust fluid bulk 12/18/2023 Land Fill
TOP GRADE EXCAVATING INC	6,650.00	Old Highway Rd. Water Main Connection Loop Project
TRI CITY ELECTRIC COMPANY OF IA	6,538.00	OSP - Creston Flex
UNITED TACTICAL SYSTEMS	1,946.00	Pepperball Gun
VERGENT POWER SOLUTIONS INC	19,317.77	Qtrly Payments-Factory Protection Plan - Turbines
VERIZON WIRELESS SERVICES LLC	411.65	Staff cell phones and data for surface tablets
VERIZON WIRELESS SERVICES LLC	2,049.93	Staff cell phone replacements
Walker Consultants, Inc.	3,600.00	Parking Equipment Design
WATER SOLUTIONS UNLIMITED INC	10,806.85	FY24 Blanket PO - Phosphate for Water Treatment
WB McCloud & Co, Inc.	530.00	Monthly pest prevention inspections/treatments
WELU PRINTING COMPANY	233.32	3000 #10 window envelopes
WELU PRINTING COMPANY	688.52	#9 Reply Blue Envelops
WELU PRINTING COMPANY	831.36	LEAD SERVICE LINE LETTERS/ENVELOPES
WELU PRINTING COMPANY	331.99	5000 #10 window envelopes
WELU PRINTING COMPANY	36.68	FY24 Welu Printing Police Business Cards
WELU PRINTING COMPANY	46.66	Business Cards for Dozbaba
WELU PRINTING COMPANY	36.68	BUSINESS CARDS FOR WEGMANN
WELU PRINTING COMPANY	36.68	FY24 Welu Printing Police Business Cards
WESTPHAL & COMPANY, INC	450.00	Building electrical services
WHKS AND COMPANY	6,237.54	Professional Services - Burlington Street
WHKS AND COMPANY	163.15	Design service Althaus Retaining Wall

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
WHKS AND COMPANY	1,060.82	Iowa St Ramp-Emergency Repairs
WILKENS DIEUJUSTE	132.75	First Line Leadership training
	<u>\$ 1,692,931.53</u>	

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
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VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
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VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
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VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
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VENDOR NAME

NET AMOUNT

INVOICE DESCRIPTION

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EXCEPTIONS TO COUNCIL APPROVAL

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
240600064	12/20/2023	7G DISTRIBUTING LLC	\$	78.45 Alcohol Charges for Bunker Hill
512176	12/27/2023	A-1 CRANE RENTAL & MACHINERY MOVING		480.00 Cedar St/Digester Mixer/Pump @ Catfish
1007031	12/27/2023	ACCURATE ANALYTICAL TESTING		65.00 308 E 22nd St LHH21 Dust Wipes
1007031	12/27/2023	ACCURATE ANALYTICAL TESTING		16.00 1346 Jackson EBL Dust Wipes
1007031	12/27/2023	ACCURATE ANALYTICAL TESTING		104.00 1365 Loras LHH21 Clearance Dust Wipes
1007031	12/27/2023	ACCURATE ANALYTICAL TESTING		65.00 503 Southern Apt 2 Initial Dust Wipes
1007031	12/27/2023	ACCURATE ANALYTICAL TESTING		65.00 Healthy Homes Dust Wipes
1007031	12/27/2023	ACCURATE ANALYTICAL TESTING		78.00 Healthy Homes Dust Wipes
1007031	12/27/2023	ACCURATE ANALYTICAL TESTING		60.00 Healthy Homes Dust Wipes
1007031	12/27/2023	ACCURATE ANALYTICAL TESTING		60.00 Healthy Homes Dust Wipes
1007031	12/27/2023	ACCURATE ANALYTICAL TESTING		65.00 Healthy Homes Dust Wipes
512149	12/27/2023	ACCURATE CONTROLS INC		246.00 JOTC Technical Support Call
1006977	12/27/2023	ADDOCO INC		640.00 MULCH FOR GREENHOUSE AREAS
1006977	12/27/2023	ADDOCO INC		1,200.00 MULCH FOR PORT OF DBQ
1006952	12/20/2023	ADVANTAGE SHEET METAL INC		349.04 City Hall Lower Level Eng HP - Install Actuator
1006952	12/20/2023	ADVANTAGE SHEET METAL INC		105.00 6505 Penn Ave - No Heat - Power Shut off to House
1007043	12/27/2023	ADVANTAGE SHEET METAL INC		657.50 4 Actuators on 2nd in Baseboard Radiation
1007043	12/27/2023	ADVANTAGE SHEET METAL INC		360.00 3rd Fl SE Corner-Checked Pump-Power & Amp Draw
1007043	12/27/2023	ADVANTAGE SHEET METAL INC		3,833.75 City Hall-HR Dept-Heat Pump-High Pressure
1007043	12/27/2023	ADVANTAGE SHEET METAL INC		190.00 Fed Bldg - Drained Chiller condensing system
1007043	12/27/2023	ADVANTAGE SHEET METAL INC		1,105.50 Fed Bldg-Chiller Alarm-Cooling Tower Fan
1006978	12/27/2023	AHLERS & COONEY PC		6,506.00 Ahler professional Oct and Nov services
1006978	12/27/2023	AHLERS & COONEY PC		133.50 Ahler professional Oct and Nov services
1006978	12/27/2023	AHLERS & COONEY PC		2,922.50 Ahler professional Oct and Nov services
512150	12/27/2023	ALLIANT ENERGY		170.97 3955720368:: Energy Costs for 1511 W 3RD
512150	12/27/2023	ALLIANT ENERGY		90.45 Energy Costs for Various Locations
512150	12/27/2023	ALLIANT ENERGY		446.05 Energy Costs for Various Locations
512150	12/27/2023	ALLIANT ENERGY		133.14 Energy Costs for Various Locations
512150	12/27/2023	ALLIANT ENERGY		85.61 Energy Costs for Various Locations
512150	12/27/2023	ALLIANT ENERGY		15,111.77 Energy Costs for Various Locations
512150	12/27/2023	ALLIANT ENERGY		268.80 Energy Costs for Various Locations
512150	12/27/2023	ALLIANT ENERGY		27.38 ELECTRIC BILLS THRU JUNE 2024
512150	12/27/2023	ALLIANT ENERGY		2,334.66 ELECTRIC BILLS THRU JUNE 2024
512150	12/27/2023	ALLIANT ENERGY		47,934.25 Energy Costs for Various Locations
512150	12/27/2023	ALLIANT ENERGY		612.56 FBO Jet Center Bld lower level
512150	12/27/2023	ALLIANT ENERGY		44.00 Dmarc Bld electrical service
512150	12/27/2023	ALLIANT ENERGY		236.77 Quonset Hangar Electrical
512150	12/27/2023	ALLIANT ENERGY		26.45 H Lites, T-Hangars 61 - 68 electrical service
512150	12/27/2023	ALLIANT ENERGY		31.77 C Lites, T-Hangars 31 - 38 electrical service
512150	12/27/2023	ALLIANT ENERGY		221.39 Flight Ops Bld electrical service
512150	12/27/2023	ALLIANT ENERGY		151.39 Admin, Jet Center Bld electrical service
512151	12/27/2023	ALLIANT ENERGY		14.95 Self Fueler electrical service
512150	12/27/2023	ALLIANT ENERGY		391.67 Parking Lots 1 & 2 Lites electrical service
512150	12/27/2023	ALLIANT ENERGY		102.94 Parking Lot Lites electrical service
512150	12/27/2023	ALLIANT ENERGY		162.54 SRE Bld electrical service
512150	12/27/2023	ALLIANT ENERGY		37.11 B Lites, T-Hangars 21 - 28 electrical service
512150	12/27/2023	ALLIANT ENERGY		1,431.40 ARFF Bld electrical service
512150	12/27/2023	ALLIANT ENERGY		127.71 Corp Hangar #88 electrical service
512150	12/27/2023	ALLIANT ENERGY		22.40 Old County Garage electrical service
512150	12/27/2023	ALLIANT ENERGY		102.86 Dmarc Bld electrical service
1006979	12/27/2023	ALTORFER INC		250.00 Safety Training for Garage
1007035	12/27/2023	Anthony C Bradley		800.00 Radon Testing HH/21LHH December 2023
1007042	12/27/2023	Application Research Inc		378.00 Background Checks
1007042	12/27/2023	Application Research Inc		522.00 Background Checks
1007042	12/27/2023	Application Research Inc		600.00 Background Checks
1007009	12/27/2023	ARAMARK UNIFORM SERVICES		103.09 Monthly linen, towels, dry mop supplies
1006968	12/20/2023	A-TEC RECYCLING INC		1,494.82 ITEMS RECYCLED & PROCESSED LANDFILL 11/28/23
1006981	12/27/2023	AV FUEL		21,750.53 Aviation fuel for resale
1006981	12/27/2023	AV FUEL		21,874.19 Aviation fuel for resale
1006981	12/27/2023	AV FUEL		22,188.06 Aviation fuel for resale
1006981	12/27/2023	AV FUEL		35.00 Avfuel hub online POS
512167	12/27/2023	B L MURRAY COMPANY INC		66.39 Cleaning supplies, soaps, sweeper
1006982	12/27/2023	BAKER & TAYLOR CO BOOKS		108.73 Continuations for Library collection
1007018	12/27/2023	BARCO MUNICIPAL PRODUCTS INC		9,992.00 10mm Cross Chain, Tire Adjusters, Quick Hooks
1006964	12/20/2023	BARD MATERIALS CENTRAL		2,401.74 CY2023 Various Concrete Products
1006964	12/20/2023	BARD MATERIALS CENTRAL		561.94 CY2023 Various Concrete Products
1006964	12/20/2023	BARD MATERIALS CENTRAL		835.56 CY2023 Various Concrete Products
1006964	12/20/2023	BARD MATERIALS CENTRAL		253.98 CY2023 Various Concrete Products
1006964	12/20/2023	BARD MATERIALS CENTRAL		1,539.84 CY2023 Various Concrete Products
1006964	12/20/2023	BARD MATERIALS CENTRAL		330.97 CY2023 Various Concrete Products
1006964	12/20/2023	BARD MATERIALS CENTRAL		484.95 CY2023 Various Concrete Products
1006964	12/20/2023	BARD MATERIALS CENTRAL		523.45 CY2023 Various Concrete Products
1006964	12/20/2023	BARD MATERIALS CENTRAL		253.98 CY2023 Various Concrete Products
1006964	12/20/2023	BARD MATERIALS CENTRAL		731.92 CY2023 Various Concrete Products
1006964	12/20/2023	BARD MATERIALS CENTRAL		178.99 CY2023 Various Concrete Products
1006964	12/20/2023	BARD MATERIALS CENTRAL		549.73 CY2023 Various Concrete Products
1006964	12/20/2023	BARD MATERIALS CENTRAL		573.94 CY2023 Various Concrete Products
1006964	12/20/2023	BARD MATERIALS CENTRAL		879.49 1285 Rockdale Rd Storm Pipe Collars
512185	12/27/2023	BENJAMIN R HUNT		90.00 BASKETBALL REFEREE, BEN HUNT FROM 12/13/23-12/26/2
1007025	12/27/2023	BERVEN INDUSTRIES LLC		8,728.80 Solid airfield deicing product

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1007014	12/27/2023	BI-COUNTY DISPOSAL INC	60.00	Weekly transfer of LF scrap metal
1006980	12/27/2023	BLACK HILLS/IOWA GAS UTILITY CO	314.61	2601 Jackson/821 Garfield Black Hills
1006980	12/27/2023	BLACK HILLS/IOWA GAS UTILITY CO	704.67	FY24 INTERMODAL GAS UTILITIES
1006980	12/27/2023	BLACK HILLS/IOWA GAS UTILITY CO	1,034.72	FY24 JOTC GAS UTILITIES
1006980	12/27/2023	BLACK HILLS/IOWA GAS UTILITY CO	353.38	Locust Ramp Electricity FY24
1006980	12/27/2023	BLACK HILLS/IOWA GAS UTILITY CO	108.62	FY24 Blanket PO-Gas Costs
1006980	12/27/2023	BLACK HILLS/IOWA GAS UTILITY CO	35.26	FY24 Blanket PO-Gas Costs
1006980	12/27/2023	BLACK HILLS/IOWA GAS UTILITY CO	80.79	FY24 Blanket PO-Gas Costs
1006980	12/27/2023	BLACK HILLS/IOWA GAS UTILITY CO	131.39	FY24 Blanket PO-Gas Costs
1006980	12/27/2023	BLACK HILLS/IOWA GAS UTILITY CO	175.68	Flight Ops Bld natural gas service
1006980	12/27/2023	BLACK HILLS/IOWA GAS UTILITY CO	185.61	Corp Hangar #88 natural gas service
1006980	12/27/2023	BLACK HILLS/IOWA GAS UTILITY CO	290.79	SRE Bld natural gas service
1006980	12/27/2023	BLACK HILLS/IOWA GAS UTILITY CO	314.82	ARFF/Maint Bld natural gas service
1006980	12/27/2023	BLACK HILLS/IOWA GAS UTILITY CO	117.10	FBO Office natural gas service
1006980	12/27/2023	BLACK HILLS/IOWA GAS UTILITY CO	173.56	Terminal building natural gas service
1006980	12/27/2023	BLACK HILLS/IOWA GAS UTILITY CO	111.16	Admin, Jet Center Bld natural gas service
1006980	12/27/2023	BLACK HILLS/IOWA GAS UTILITY CO	389.46	FBO Hangar natural gas service
1006980	12/27/2023	BLACK HILLS/IOWA GAS UTILITY CO	1,201.57	UTILITY EXPENSE - GAS
1006980	12/27/2023	BLACK HILLS/IOWA GAS UTILITY CO	456.12	GAS BILLS THRU JUNE 2024
1006980	12/27/2023	BLACK HILLS/IOWA GAS UTILITY CO	181.49	GAS BILLS THRU JUNE 2024
1006980	12/27/2023	BLACK HILLS/IOWA GAS UTILITY CO	35.26	GAS BILLS THRU JUNE 2024
1006980	12/27/2023	BLACK HILLS/IOWA GAS UTILITY CO	149.70	GAS BILLS THRU JUNE 2024
1007027	12/27/2023	BLACKSTONE ENVIRONMENTAL INC	1,415.50	Indoor Air Sampling at the MSC 11/30/23
1006972	12/20/2023	BOUND TO STAY BOUND BOOKS INC	135.39	Children's Books for Library collection
512204	12/27/2023	Bradley M Cavanagh	375.37	11/15/23 NLC City Summit-Mayor Reimbursement
512197	12/27/2023	BRUNE ENTERPRISES LLC	845.00	Lawn Mowing Services - FY24
512152	12/27/2023	BUTT'S FLORIST & GREENHOUSE	55.00	FLOWER ARRANGEMENTS FOR MFC
1006973	12/20/2023	BYWATER SOLUTIONS LLC	2,375.00	Annual Support/Development Aspen Discovery and KOH
1007056	12/27/2023	CAPITAL SANITARY	93.20	Janitorial Supplies - JOTC building
1006975	12/20/2023	CAPITAL SANITARY	73.22	Janitorial Supplies
1006975	12/20/2023	CAPITAL SANITARY	47.66	Janitorial Supplies
1006975	12/20/2023	CAPITAL SANITARY	109.83	Janitorial Supplies
1006975	12/20/2023	CAPITAL SANITARY	231.18	Janitorial Supplies
1006975	12/20/2023	CAPITAL SANITARY	1,837.29	VACUUMS FOR 5 FLAGS
1007056	12/27/2023	CAPITAL SANITARY	148.87	Janitorial Supplies
1007056	12/27/2023	CAPITAL SANITARY	64.49	Janitorial Supplies - JOTC building
1007056	12/27/2023	CAPITAL SANITARY	36.61	Janitorial Supplies - JOTC building
1007056	12/27/2023	CAPITAL SANITARY	31.02	Janitorial Supplies - JOTC building
1007056	12/27/2023	CAPITAL SANITARY	623.28	Bathroom toiletries for Library bathrooms
1007056	12/27/2023	CAPITAL SANITARY	25,764.00	Paper Bid
512181	12/27/2023	CATHOLIC CHARITIES OF THE	67,565.10	Catholic Charities Ecumenical Tower_FY24 Agreement
1006991	12/27/2023	CENGAGE LEARNING INC	260.71	Large print books for adult collection
1006991	12/27/2023	CENGAGE LEARNING INC	108.76	Large print books for adult collection
1006991	12/27/2023	CENGAGE LEARNING INC	94.37	Large print books for adult collection
1006991	12/27/2023	CENGAGE LEARNING INC	85.57	Large print books for adult collection
1006991	12/27/2023	CENGAGE LEARNING INC	25.59	Large print books for adult collection
1006991	12/27/2023	CENGAGE LEARNING INC	29.59	Large print books for adult collection
512179	12/27/2023	CENTER POINT INC	145.02	Large Print books for Adult collection
512202	12/27/2023	CGM LLC	5,000.00	Hosting and Services for ACP website November 2023
512200	12/27/2023	CHARLES A SINGLETON	90.00	BASKETBALL REFEREE, CHARLES A. SINGLETON
1007010	12/27/2023	CHARLES R GAU	55.68	NOVEMBER MILEAGE FOR CHARLIE GAU
1006983	12/27/2023	CINTAS CORP	205.79	Mats, Cloths, shop towels JOTC FY24
1006983	12/27/2023	CINTAS CORP	205.79	Mats, Cloths, shop towels JOTC FY24
1006983	12/27/2023	CINTAS CORP	208.19	Mats, Cloths, shop towels JOTC FY24
1006983	12/27/2023	CINTAS CORP	208.19	Mats, Cloths, shop towels JOTC FY24
1006983	12/27/2023	CINTAS CORP	68.45	Cleaning Supplies / Mats - Intermodal facility
1006983	12/27/2023	CINTAS CORP	193.15	Mats, Cloths, shop towels JOTC FY24
1006983	12/27/2023	CINTAS CORP	215.38	Cintas Ramp Rugs FY24
1006983	12/27/2023	CINTAS CORP	53.98	Various Maintenance - FY24
1006983	12/27/2023	CINTAS CORP	16.30	Various Maintenance - FY24
1006983	12/27/2023	CINTAS CORP	53.98	Various Maintenance - FY24
1006983	12/27/2023	CINTAS CORP	16.30	Various Maintenance - FY24
1006983	12/27/2023	CINTAS CORP	53.98	Various Maintenance - FY24
1006983	12/27/2023	CINTAS CORP	16.30	Various Maintenance - FY24
512153	12/27/2023	CINTAS FIRST AID & SAFETY	124.02	Replenish Safety Supplies Garage
512153	12/27/2023	CINTAS FIRST AID & SAFETY	330.90	Replenish Safety Supplies Garage
512153	12/27/2023	CINTAS FIRST AID & SAFETY	160.85	FIRST AIDE CABINET RESTOCKED
512214	12/27/2023	WICKED RIVER EVENT PRODUCTION	300.00	FARMERS MARKET REFUND
512211	12/27/2023	JUBECK NEW WORLD BREWING	300.00	FARMERS MARKET REFUND
512212	12/27/2023	STONE CLIFF WINERY	300.00	DEPOSIT REFUND SE23 FOR WEDDINGS
512213	12/27/2023	WICKED RIVER	300.00	EVENT REFUND SE23-145
512210	12/27/2023	CITY OF DUBUQUE	50.00	DEPOSIT REFUND FOR EVENTS - 2023
1007037	12/27/2023	City of Dubuque/Grand River Center	2,691.80	11/27/23 Legislative Dinner
1007033	12/27/2023	CL SMITHCO	4,463.37	Pallets, Drum Recon, Poly Drum & Freight 11/17/23
1007044	12/27/2023	CLAREY'S SAFETY EQUIPMENT INC	1,714.49	CO Monitors for EMS Bags
512154	12/27/2023	CLARKE UNIVERSITY	2,874.26	Franchise Fees
512154	12/27/2023	CLARKE UNIVERSITY	313.45	Franchise Fees
512184	12/27/2023	CLEAVER-BROOKS SALES AND SERVICE	4,715.55	Blower Motor for the Boiler
512195	12/27/2023	COHESIVE KNOWLEDGE SOLUTIONS	12,500.00	Get Control annual contract for 2024
1006974	12/20/2023	COMOLEC INTERNET SERVICES	126.45	COMOLEC INTERNET SERVICE
1006953	12/20/2023	COMOLEC SERVICES INC	120.00	KDUB Tower Fees - 8 Units

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1006984	12/27/2023	COMMUNICATIONS ENGINEERING CO	146,785.51	Medline Project - Switches to be installed
1006985	12/27/2023	Cottingham & Butler Insurance Services Inc	20,440.00	Full Comp Study - Installment 4 of 5
1006985	12/27/2023	Cottingham & Butler Insurance Services Inc	3,000.00	Police and Fire policy analysis
1006954	12/20/2023	CRESCENT ELECTRIC	25.68	Lighting and ballasts replacements
1006954	12/20/2023	CRESCENT ELECTRIC	135.71	Central Ramp lights GELAMPS
1007029	12/27/2023	Danielle Stowell	10,583.82	FY2023 Agreement
512155	12/27/2023	DELAWARE CO SOLID WASTE COMMISSION	7,006.95	Delaware Co. Solid Waste Commission FY 2024 Q1
1006987	12/27/2023	DEMCO INC	1,409.63	Processing supplies for library collections
512156	12/27/2023	DESMAN, INC	600.00	22200242
1007036	12/27/2023	DETCO INDUSTRIES, Inc.	245.83	Odor Ends for JOTC Garage
512194	12/27/2023	DIETZ ENTERPRISES LLC	11,694.00	2485 Trygg Healthy Homes Work
512194	12/27/2023	DIETZ ENTERPRISES LLC	11,888.00	1105 Cleveland HH Invoice 1
512194	12/27/2023	DIETZ ENTERPRISES LLC	1,691.00	3589 Keymeer OAHMP Partial Work
512194	12/27/2023	DIETZ ENTERPRISES LLC	22,294.00	465 Esther HH Work- Invoice 1
512198	12/27/2023	Dinges Partners Group	3,550.00	30 Sets of Turnout Gear
1007006	12/27/2023	DITTMER RECYCLING INC	4,465.44	Monthly Co-Mingled Recycling Fees
1007021	12/27/2023	DORSEY & WHITNEY LLP	12,500.00	Series 2023A Issuance and Nov services
1007021	12/27/2023	DORSEY & WHITNEY LLP	10,000.00	Series 2023A Issuance and Nov services
1007021	12/27/2023	DORSEY & WHITNEY LLP	10,000.00	Series 2023A Issuance and Nov services
512173	12/27/2023	DUANE F ROLING	105.00	BASKETBALL REFEREE, DUANE ROLING
512157	12/27/2023	DUBUQUE COMMUNITY SCHOOL DIST	802.73	FY 2024 Franchise Fees
512157	12/27/2023	DUBUQUE COMMUNITY SCHOOL DIST	767.64	FY 2024 Franchise Fees
512157	12/27/2023	DUBUQUE COMMUNITY SCHOOL DIST	113.86	FY 2024 Franchise Fees
1006989	12/27/2023	DUBUQUE COUNTY HISTORICAL SOCIETY	1,365.56	FY 2024 Franchise Fees
1006989	12/27/2023	DUBUQUE COUNTY HISTORICAL SOCIETY	235.19	FY 2024 Franchise Fees
512158	12/27/2023	DUBUQUE COUNTY RECORDER	567.00	Dubuque County Recorder Fees -11/2023 \$656-\$89=\$56
512158	12/27/2023	DUBUQUE COUNTY RECORDER	37.00	Bethany Home
512158	12/27/2023	DUBUQUE COUNTY RECORDER	57.00	Deed With Resolution
512158	12/27/2023	DUBUQUE COUNTY RECORDER	118.00	Official Receipt 2023-00010485
1006955	12/20/2023	DUBUQUE FIRE EQUIPMENT INC	870.00	1-1/2" Fire Hose Nozzle (Brass) Landfill
512159	12/27/2023	DUBUQUE VISITING NURSE ASSOCIATION	1,063.10	VNA Nov 2023 Invoice-LHH21
512159	12/27/2023	DUBUQUE VISITING NURSE ASSOCIATION	1,063.10	2021 Lead VNA November 2023
512159	12/27/2023	DUBUQUE VISITING NURSE ASSOCIATION	1,259.01	November 2023 HH VNA Invoice
1006965	12/20/2023	DUBUQUELAND DOOR COMPANY	1,674.47	AUTOMATIC WASH BAY DOOR CABLES SERVICE
1006965	12/20/2023	DUBUQUELAND DOOR COMPANY	268.88	NORTH MIDDLE DOOR PROGRAMMING REMOTE LANDFILL
1006965	12/20/2023	DUBUQUELAND DOOR COMPANY	788.58	Repairs at the MSC DOOR IS COCK-EYED IN THE HOLE
1007052	12/27/2023	DUBUQUELAND DOOR COMPANY	62,700.01	OUB WKS CIP BUILDINGS PROJ 5429900006-301-67500
1007052	12/27/2023	DUBUQUELAND DOOR COMPANY	1,750.00	LANDFILL FURNISH REPLACE HJ751L5 RT HAND SIDE DOOR
1007038	12/27/2023	Dustin Allen	70.17	Gas from Academy for new officers
512160	12/27/2023	DYERSVILLE COMMERCIAL	60.00	Dyersville Commercial FY24 subscription
512160	12/27/2023	DYERSVILLE COMMERCIAL	150.00	Eastern Iowa Shopping News Subscription
1006990	12/27/2023	EAST CENTRAL INTERGOVERN ASSOC	35,203.53	ECIA Membership Dues FY24
240600061	12/14/2023	ELAVON INC	554.98	BUNKER HILL CC FEES
512188	12/27/2023	ENGRAVED GIFT COLLECTION LLC	75.00	Logo plates for runway lite giveaways
512190	12/27/2023	ESO SOLUTIONS INC	3,265.60	Software Support
512148	12/20/2023	Estate of Esther Jane Thome	339,920.00	Closing for 2820 Brunswick
1007013	12/27/2023	EXPRESS EMPLOYMENT PROFESSIONALS	1,286.63	HR Temp Admin Assistant week ending 12/10/23
1007013	12/27/2023	EXPRESS EMPLOYMENT PROFESSIONALS	1,419.12	Administrative Assistant Stark 36 HOURS 12/10/23
1007013	12/27/2023	EXPRESS EMPLOYMENT PROFESSIONALS	2,356.08	HR Temp Admin Assistants - week of 12/17/23
512192	12/27/2023	FACTUAL DATA	72.65	CDBG Credit Check November 2023
512191	12/27/2023	FAST LANE MOTOR PARTS LLC	104.27	JOTC shop supplies
1007020	12/27/2023	FEHR-GRAHAM & ASSOCIATES LLC	977.50	Bee Branch Trail
1007020	12/27/2023	FEHR-GRAHAM & ASSOCIATES LLC	228.00	Bee Branch Trail
1007008	12/27/2023	FOTH INFRASTRUCTURE & ENVIRO LLC	1,351.27	Install PV System Construction-AIP #77
1007008	12/27/2023	FOTH INFRASTRUCTURE & ENVIRO LLC	27,904.12	Construct Hangar #105 Construction Engineering
512209	12/27/2023	Gardens of Dubuque LLC	17,297.69	TIF Fall-Nov 2022/FY23
512208	12/27/2023	Gavin Sarvis	60.00	BASKETBALL REFEREE, GAVIN SARVIS
1006992	12/27/2023	GOODYEAR TIRE & RUBBER	2,413.08	FY24 GOODYEAR TIRES
1006992	12/27/2023	GOODYEAR TIRE & RUBBER	2,539.41	FY24 GOODYEAR TIRES
512161	12/27/2023	GREATER DUBUQUE DEVELOPMENT CORP	28,625.00	FY24 Contracted POS-GDDC/Econ Dev Svcs
512161	12/27/2023	GREATER DUBUQUE DEVELOPMENT CORP	6,625.00	FY24 Contracted POS-GDDC/Econ Dev Svcs
1007058	12/27/2023	Gulf Coast Trauma Institute	10,623.93	December Consulting
1006956	12/20/2023	HANLEY AUTO BODY INC	17,370.98	Accidents 7-22-2023 Repair Unit 2606
512206	12/27/2023	Hawkeye State Scale, Inc.	988.80	Terminal baggage scales calibration
1006993	12/27/2023	HDR ENGINEERING INC	3,483.98	PROFESSIONAL SERVICES
1006993	12/27/2023	HDR ENGINEERING INC	3,919.14	Waste Diversion Project Task 08/27/23-09/30/23
512205	12/27/2023	Heartland Business Systems, LLC	1,248.00	Mitel MiVoice Phone - New Position
1007046	12/27/2023	HEIAR BROTHERS FENCING INC	5,282.20	Airport security fence repair
1006957	12/20/2023	HEIAR FENCING & SUPPLY INC	2,250.00	548 W 7th St - Demo House
1007051	12/27/2023	HEIMAN INC	117.06	Master Intake Repair Kit for Engine 501
1007032	12/27/2023	HENRY SCHEIN INC	678.16	Various Ambulance Supplies
1007032	12/27/2023	HENRY SCHEIN INC	528.46	Various Ambulance Supplies
512187	12/27/2023	HERITAGE WORKS INC	5,150.00	2023-12 Heritage Works 20th Century Neighborhood
1007007	12/27/2023	HILLS & DALES CHILD DEVELOPMENT	343.94	FY 2024 Franchise Fees
1007007	12/27/2023	HILLS & DALES CHILD DEVELOPMENT	78.76	FY 2024 Franchise Fees
512162	12/27/2023	HOLY FAMILY CATHOLIC SCHOOLS	106.02	FY 2024 Franchise Fees
512162	12/27/2023	HOLY FAMILY CATHOLIC SCHOOLS	1,424.83	FY 2024 Franchise Fees
512180	12/27/2023	HOTEL JULIEN DUBUQUE	221.61	Tyler HRM and UB implementation Hotel
512180	12/27/2023	HOTEL JULIEN DUBUQUE	295.48	Tyler HRM and UB implementation Hotel
512180	12/27/2023	HOTEL JULIEN DUBUQUE	82.83	Tyler HRM and UB implementation Hotel

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512180	12/27/2023	HOTEL JULIEN DUBUQUE	221.61	Tyler HRM and UB implementation Hotel
512180	12/27/2023	HOTEL JULIEN DUBUQUE	221.61	Tyler HRM and UB implementation Hotel
512180	12/27/2023	HOTEL JULIEN DUBUQUE	221.61	Tyler HRM and UB implementation Hotel
512180	12/27/2023	HOTEL JULIEN DUBUQUE	73.87	Tyler HRM and UB implementation Hotel
512180	12/27/2023	HOTEL JULIEN DUBUQUE	165.66	9/11/23 Hotel Room for Interview Anthony Bueno
512180	12/27/2023	HOTEL JULIEN DUBUQUE	147.74	9/17/23 Hotel Room for Interview Jordan Walters
512196	12/27/2023	IMON COMMUNICATIONS LLC	7,420.45	Fiber Splicing - JFK Hwy 20 to Wacker
1007016	12/27/2023	INGRAM LIBRARY SERVICES INC.	115.72	Teen YA Library Materials for collection
1007016	12/27/2023	INGRAM LIBRARY SERVICES INC.	342.23	Teen YA Library Materials for collection
1007016	12/27/2023	INGRAM LIBRARY SERVICES INC.	905.71	Children's Books for Library collection
1007016	12/27/2023	INGRAM LIBRARY SERVICES INC.	584.76	Children's Books for Library collection
1007022	12/27/2023	IOWA DEPARTMENT OF HUMAN SERVICES	30,269.86	GEMT Claims for January 2024
512182	12/27/2023	IOWA DEPARTMENT OF PUBLIC SAFETY	50.00	Certification Fees
512163	12/27/2023	IOWA FINANCE AUTHORITY	1,254.74	IFA Debt Payment
512175	12/27/2023	IOWA NORTHLAND REGIONAL COUNCIL	2,864.42	DCSWMC LOCAL MATCH 1ST QUAR FY24
1007030	12/27/2023	JEFFREY T PREGLER	364.50	Tuition Reimbursement - Fall 2023
512207	12/27/2023	Johannan J Frost	90.00	BASKETBALL REFEREE, JOHANNAN FROST
1007024	12/27/2023	JOHNSON CONTROLS	5,865.35	Fire Alarm Test/Inspect & Smoke Clean/Sensitivity
1007024	12/27/2023	JOHNSON CONTROLS	8,738.74	Alarm & Detection Regular Maint
1006988	12/27/2023	JON W DIENST	41.66	Mileage Reimbursement - October 2023
1006988	12/27/2023	JON W DIENST	54.56	Mileage Reimbursement - November 2023
1007057	12/27/2023	Joseph V Featherstone	268.00	Translation Cards for Bus
512201	12/27/2023	JUSTIN M HOGAN	53.71	Oct/Nov 2023 Mileage & Parking Fees
512174	12/27/2023	KENNETH J WELTER	180.00	BASKETBALL REFEREE, KEN WELTER
1006971	12/20/2023	KIECKS CAREER APPAREL	1,212.92	New Officer Uniforms
1006971	12/20/2023	KIECKS CAREER APPAREL	1,312.92	New Officer Uniforms
1006976	12/20/2023	KIESLER POLICE SUPPLY INC	1,372.10	Ammunition for training - FY24
1006958	12/20/2023	KONE INC	2,474.00	Ramps Elevator Maintenance FY24
1006958	12/20/2023	KONE INC	2,034.00	FY24: Federal Building - Quarterly Elevator Maint.
1006958	12/20/2023	KONE INC	263.29	FY24:City Hall & Annex Monthly Elevator Maintenanc
1006958	12/20/2023	KONE INC	210.00	FY24: 1805 Central - Old Engine House Elevator
1007017	12/27/2023	KRUSER SEPTIC SERVICE INC	485.00	Van Jet/Inspect Line with Camera-1101 Central Ave
1006969	12/20/2023	LENZ MONUMENT	118.15	sandblast 1 large rim wit 2 smaller rim pieces
512164	12/27/2023	LORAS COLLEGE	26,151.35	CNT # 32400394 DMSAWA,DCET&LORAS 07/01/23-09/30/23
512164	12/27/2023	LORAS COLLEGE	3,805.75	FY 2024 Franchise Fees
1007045	12/27/2023	MAQUOKETA VALLEY ELECTRIC COOP	529.88	FY24 Blanket PO - Electricity Costs
1007045	12/27/2023	MAQUOKETA VALLEY ELECTRIC COOP	1,457.68	FY24 Blanket PO - Electricity Costs
1007045	12/27/2023	MAQUOKETA VALLEY ELECTRIC COOP	219.80	FY24 Blanket PO - Electricity Costs
1007045	12/27/2023	MAQUOKETA VALLEY ELECTRIC COOP	86.85	Energy Costs
1007045	12/27/2023	MAQUOKETA VALLEY ELECTRIC COOP	142.18	Energy Costs
1007045	12/27/2023	MAQUOKETA VALLEY ELECTRIC COOP	1,754.58	Energy Costs
1007045	12/27/2023	MAQUOKETA VALLEY ELECTRIC COOP	39.96	Obstruction lite electrical
1007045	12/27/2023	MAQUOKETA VALLEY ELECTRIC COOP	39.65	Obstruction lite electrical
1007045	12/27/2023	MAQUOKETA VALLEY ELECTRIC COOP	88.53	Airport Ent Rd & GA Sign electrical
1007045	12/27/2023	MAQUOKETA VALLEY ELECTRIC COOP	4,615.98	Terminal Building electrical
1007045	12/27/2023	MAQUOKETA VALLEY ELECTRIC COOP	472.32	Airfield lighting electrical
512203	12/27/2023	Master Builders of Iowa	545.00	Master Builders of IA - Annual Dues
1007034	12/27/2023	MAV RESTORATIONS LLC	1,500.00	531 W 17th St LHH21 Change Order
1007034	12/27/2023	MAV RESTORATIONS LLC	1,800.00	2911 Jackson LHH18 Construction/CO
1006994	12/27/2023	MCDERMOTT EXCAVATING	16,943.04	Wilbriht Lane Detention Basin Project
512165	12/27/2023	MEDICAL ASSOCIATES	381.00	Fitness for Duty Exam
1007005	12/27/2023	MERGENT INC	195.00	Harris IA Manufacturers Directory
1007000	12/27/2023	MICHAEL C VAN MILLIGEN	5.50	12/13 business luncheon Alex Dixon-MVM reimburseme
1007041	12/27/2023	Michael Williams	850.00	Basic Photo Package
1007004	12/27/2023	MICS CONSTRUCTION	34,690.00	2829 Jackson LHH21 Construction Payment*
1007012	12/27/2023	MIDWEST TAPE LLC	164.16	Children's AV and Video for collection
1007012	12/27/2023	MIDWEST TAPE LLC	1,309.34	DVD, BluRay, CD audio, and di
1007012	12/27/2023	MIDWEST TAPE LLC	412.83	DVD, BluRay, CD audio, and di
512193	12/27/2023	MILLWORK HOTEL ASSOCIATES LLC	2,456.16	1365 Loras LHH21 Relocation
512166	12/27/2023	MIRACLE CAR WASH CORP	19.63	Vehicle 0914 - Jeep - Full Car Wash
1006959	12/20/2023	MUTUAL WHEEL COMPANY	32.86	296962N Roll Pin 291142 MVI Button
1006959	12/20/2023	MUTUAL WHEEL COMPANY	81.80	5817A IHC Marker
1007047	12/27/2023	NAPA AUTO PARTS & SUPPLY	77.98	Parts for tractor 6
1006960	12/20/2023	NORTHEAST IOWA COMMUNITY COLLEGE	3,398.00	AED's for MFC & Old Engine House
1006960	12/20/2023	NORTHEAST IOWA COMMUNITY COLLEGE	85.00	T. Kress - CPR & First Aid Training
1007048	12/27/2023	NORTHEAST IOWA COMMUNITY COLLEGE	200.00	Continuing Education Hours Sponsorship
1006998	12/27/2023	O'CONNOR & ENGLISH INSURANCE AGENCY	54,446.97	O'Connor Cyber renewal fees
512168	12/27/2023	ORKIN LLC	300.00	PEST CONTROL INTERMODAL
1006967	12/20/2023	OVERDRIVE INC	1,275.09	Downloadable audio and ebooks for adult collection
1006967	12/20/2023	OVERDRIVE INC	436.99	Downloadable audio and ebooks for adult collection
1006967	12/20/2023	OVERDRIVE INC	2,217.65	Downloadable audio and ebooks for adult collection
1006967	12/20/2023	OVERDRIVE INC	236.00	Downloadable audio and ebooks for adult collection
1007053	12/27/2023	OVERDRIVE INC	312.09	Teen ebooks and eaudio for collection
1007053	12/27/2023	OVERDRIVE INC	483.01	Downloadable audio and ebooks for adult collection
1007053	12/27/2023	OVERDRIVE INC	442.31	Downloadable audio and ebooks for adult collection
1007053	12/27/2023	OVERDRIVE INC	611.69	Teen ebooks and eaudio for collection
512169	12/27/2023	OVERHEAD DOOR COMPANY	534.00	DOOR OPENER FOR STORAGE UNIT#4-VETS PARK
512169	12/27/2023	OVERHEAD DOOR COMPANY	107.00	Terminal inbound/outbound baggage door repair
1007055	12/27/2023	PARKING INC	37.50	Iowa Ramp Reset Time on Kiosk
1007019	12/27/2023	PASSPORT LABS INC	1,359.50	Passport Parking Meter App FY24
1007040	12/27/2023	Patrick Quarnstrom	90.00	BASKETBALL REFEREE, PATRICK QUARNSTROM

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
240600066	12/20/2023	PAYMENTUS GROUP INC	11.00	Online Utility Billing
1007028	12/27/2023	HELPS THE UNIFORM SPECIALISTS	46.82	Uniform cleaning for mechanic; shop towels cleanin
512177	12/27/2023	PIGOTT INC.	5,481.57	Engine House 1 Furniture Purchase & Install - FINA
512186	12/27/2023	PLANET TECHNOLOGIES INC	633.60	Microsoft room licenses
1007059	12/28/2023	PORTZEN CONSTRUCTION INC	36,775.02	COMISKEY PARK REDEVELOPMENT PROJECT-PHASE 1
1007059	12/28/2023	PORTZEN CONSTRUCTION INC	100,055.09	COMISKEY PARK REDEVELOPMENT PROJECT-PHASE 1
1007011	12/27/2023	RAPIDS REPRODUCTION INC	246.85	MSC RECEPTION FRONT DESK RENOVATIONS 03/23
1006995	12/27/2023	ROBERT D SCHIESL	59.00	Trvl Reimb - ASCE Structural Eng Conf - Ames, IA
1007026	12/27/2023	ROBERT G WRIGHT JR	10,700.00	1365 Loras LHH21 Construction
1007023	12/27/2023	ROCHESTER ARMORED CAR CO INC	312.09	Armored Car Transportation Landfill 11/30/23
240600065	12/20/2023	RXBENEFITS INC	100,498.73	FY24 Prescription Admin & Claims- 11/25 to 12/8/23
240600070	12/29/2023	RXBENEFITS INC	89,739.32	FY24 Prescription Admin & Claims-12/9 to 12/22/23
512170	12/27/2023	SADLER POWER TRAIN INC	72.80	CTK5029 Fleetstrips Coolant Test Kit
512178	12/27/2023	SAFEGUARD BUSINESS SYSTEMS INC	654.10	PEO PARKING TICKET BOOKS
240600069	12/27/2023	SISCO	240.00	FY24 Short Term Disability Insurance Premium
1006996	12/27/2023	SPAHN & ROSE LUMBER	64.82	Caulk for building roofs
1007039	12/27/2023	Specialized Petroleum Services	934.80	245 Premium Diesel Fuel System Cleaner 12/13/2023
512199	12/27/2023	SPIRIT OF EQ	150.00	Mentor coaching for Gina Hodgson - 12/13/23
240600068	12/22/2023	STANDARD INSURANCE CO	6.72	FY24 Life Insurance Premium Additional Amount
1007015	12/27/2023	SUSAN M STOPPELMOOR	664.00	RECREATION CLASS INSTRUCTOR
1006966	12/20/2023	SYN-TECH SYSTEMS INC	426.00	Self fueler Fuelmaster modem
1006961	12/20/2023	TELEGRAPH HERALD	406.94	TH NOTICES FOR 290 BRYANT AND 1266 JACKSON
1006961	12/20/2023	TELEGRAPH HERALD	7.73	Public hearing notice cancellation - Jet Truck
512171	12/27/2023	THEISENS INC	71.99	Tranist Uniform shoes
512171	12/27/2023	THEISENS INC	57.37	Tranist Uniform shoes
512183	12/27/2023	THOMPSON TRUCK & TRAILER INC	190.00	Jet 2 parts
1006997	12/27/2023	TIMOTHY L SPECHT	7,875.00	2860 Central Rehab Construction Payment #2
1006986	12/27/2023	TODD E DALISING	1,190.59	ICAS Conference travel reimbursement-Dalsing
1006999	12/27/2023	TRICON CONSTRUCTION GROUP	9,565.00	CONTRACT 32400232 FLOOD CNTRL MAIN PROJ BEE BRANCH
1006999	12/27/2023	TRICON CONSTRUCTION GROUP	478,260.87	Construct Hangar #105
1007054	12/27/2023	TRI-STATE PORTA POTTY INC	210.00	ADA unit to DBQ Metro Landfill 12/02/23
1006962	12/20/2023	TRUCK COUNTRY OF IOWA INC	150.67	101C/3973819 Tensioner Belt unit 3403
1006962	12/20/2023	TRUCK COUNTRY OF IOWA INC	83.79	101C/5478594 Thermostat Unit 3403
1006962	12/20/2023	TRUCK COUNTRY OF IOWA INC	219.80	101D/ABP A31P925VL 12V starting Battery GRP
1006962	12/20/2023	TRUCK COUNTRY OF IOWA INC	214.82	101F/A06-46255-012 PDM-Pneumatic ABS, M2
1006962	12/20/2023	TRUCK COUNTRY OF IOWA INC	402.76	101D/FG FS20121 Fuel Filter/Head Assembly
1006962	12/20/2023	TRUCK COUNTRY OF IOWA INC	198.90	MTE engine diagnostics
1007049	12/27/2023	TRUCK COUNTRY OF IOWA INC	363.02	Jet 2 truck batteries
240600062	12/20/2023	US BANK	9.00	SVC Fee Analysis SVC CHG
240600063	12/20/2023	US BANK	14.00	SVC Fee Analysis SVC CHG
512172	12/27/2023	VERIZON WIRELESS SERVICES LLC	100.10	Fixed Route Signs Data
512172	12/27/2023	VERIZON WIRELESS SERVICES LLC	255.56	Fixed Route Rangers Data
240600060	12/14/2023	VERMONT SYSTEMS, INC	70.55	FY24 Vermont CC Fees
240600059	12/14/2023	VERMONT SYSTEMS, INC	42.11	FY24 Vermont CC Fees
1007001	12/27/2023	WARTBURG THEOLOGICAL SEMINARY	89.51	FY2024 Franchise Fees
1007001	12/27/2023	WARTBURG THEOLOGICAL SEMINARY	459.61	FY2024 Franchise Fees
1007002	12/27/2023	WELU PRINTING COMPANY	645.22	Reading loOgs, summer calendar and brochures
1006963	12/20/2023	WENZEL TOWING SERVICE	225.00	1660 Kaufman to Kerper Ct 2010 WorkStar
1007003	12/27/2023	WHKS AND COMPANY	7,056.00	EAGLE VALLEY, WESTBROOK, AND ENGLISH RIDGE CONTRAC
512189	12/27/2023	WISCONSIN INDEPENDENT NETWORK LLC	10,575.52	Internet service
1006970	12/20/2023	WOODMAN ELECTRICAL CONTRACTORS	4,035.96	Terminal HVAC PM support program 12/1/23 - 11/30/2
1007050	12/27/2023	ZOLL MEDICAL CORPORATION	1,074.00	CPR Stat-Padz Electrodes
			<u>\$</u>	<u>2,326,026.50</u>

**City of Dubuque
City Council Meeting**

Consent Items # 05.

ITEM TITLE: Purchase Agreement with Dubuque Community School District as part of the Althausen Street Watermain and Sanitary Sewer Reconstruction Project

SUMMARY: City Manager recommending City Council approval of a Purchase Agreement with Dubuque Community School District (DCSD) for certain rights of way and easement acquisitions related to the proposed Althausen Street Watermain and Sanitary Sewer Reconstruction project.

RESOLUTION Approving a Purchase Agreement between the City of Dubuque, Iowa and Dubuque Community School District for Purchase of Rights of Way and an Easement along Althausen Street and Eagle Street as part of the Althausen Street Watermain and Sanitary Sewer Reconstruction Project

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

ATTACHMENTS:

Description

MVM Memo
Staff Memo
Resolution
Purchase Agreement
ROW and Easements Map

Type

City Manager Memo
Staff Memo
Resolutions
Supporting Documentation
Supporting Documentation



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Purchase Agreement with Dubuque Community School District as part of the Althausen Street Watermain and Sanitary Sewer Reconstruction Project

DATE: December 22, 2023

City Engineer Gus Psihoyos is recommending City Council approval of a Purchase Agreement with Dubuque Community School District (DCSD) for certain rights of way and easement acquisitions related to the proposed Althausen Street Watermain and Sanitary Sewer Reconstruction project.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Nate Kieffer, PE/PLS

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Purchase Agreement with Dubuque Community School District as part of the Althausen Street Watermain and Sanitary Sewer Reconstruction Project

DATE: December 18, 2023

INTRODUCTION

The purpose of this memorandum is to request City Council approval of a Purchase Agreement with Dubuque Community School District (DCSD) for certain rights of way and easement acquisitions related to the proposed Althausen Street Watermain and Sanitary Sewer Reconstruction project.

BACKGROUND

The existing water main on Althausen Street near Jefferson Middle School was constructed in 1922. The water main on this section of street have had a significant number of water main breaks in recent years. The water main is an old cast iron main that is at the end of its useful life. Additionally, public works staff televised the sanitary sewer main in the area. This pipe was constructed in 1924 and is also at the end of its useful life. Sewer camera video shows multiple sags and breaks in the sewer main.

DISCUSSION

The Althausen Street Watermain and Sanitary Sewer Reconstruction Project includes the reconstruction of an existing 6" clay sanitary sewer with 8" PVC sanitary sewer. The project also includes the reconstruction of an existing 6" cast iron water main with 6" DR-14 PVC watermain. New fire hydrants and associated main line valves will be replaced. Lead water services will be replaced from the main to the house with new copper services. Sanitary Sewer laterals will be replaced from the main to the right of way line. As a result of the utility replacement in the street, extensive street pavement, curb and gutter and some sidewalk will be replaced. ADA ramps at Althausen Street and Eagle Street and Althausen Street and Merz Street will be replaced.

The construction is planned to occur in the summer of 2024 and be complete prior to school starting that fall. The project is adjacent to Jefferson middle School on the east side of the school. Engineering and Water Department staff are coordinating with the school district and adjacent property owners.

Because some of the existing and proposed public utilities in the project area are located within property owned by DCSD, certain easements and right of way acquisitions are necessary for construction and long-term ownership and maintenance of said utilities. In addition to this, several existing and proposed public sidewalks and associated curb ramps in the project area are located within DCSD private property and should be located within a public street right of way. The Purchase Agreement provides for the acquisition of easements and rights of way to address these issues.

A copy of the Purchase Agreement executed by DCSD is attached.

RECOMMENDATION

I recommend that the City approve the agreement with DCSD for certain rights of way and easement acquisitions related to the proposed Althausen Street Watermain and Sanitary Sewer Reconstruction project per the terms of the attached Purchase Agreement.

ACTION TO BE TAKEN

I respectfully request adoption of the attached resolution approving said Purchase Agreement.

Attach.

Prepared by: Nate Kieffer, PE/PLS

cc: Bob Schiesl, Assistant City Engineer
Jon Dienst, CE II

APPROVING A PURCHASE AGREEMENT BETWEEN THE CITY OF DUBUQUE, IOWA AND DUBUQUE COMMUNITY SCHOOL DISTRICT FOR PURCHASE OF RIGHTS OF WAY AND AN EASEMENT ALONG ALTHAUSER STREET AND EAGLE STREET AS PART OF THE ALTHAUSER STREET WATERMAIN AND SANITARY SEWER RECONSTRUCTION PROJECT

WHEREAS, as part of the Althausen Street Watermain and Sanitary Sewer Reconstruction Project, certain rights of way and easement acquisitions are necessary for the future ownership and maintenance of the existing and proposed public utilities along Althausen Street and Eagle Street; and

WHEREAS, certain areas of existing public sidewalk and associated curb ramps in the project area are located within property owned by Dubuque Community School District along Althausen Street and Eagle Street and by City standards should be located within a public street right of way; and

WHEREAS, the City of Dubuque (City) and the Dubuque Community School District (DCSD) have agreed that the right of way and easement acquisitions are necessary for the construction project, long-term maintenance of the public utilities, and to ensure that the public sidewalks are located within public street rights of way; and

WHEREAS, the City has negotiated a Purchase Agreement, subject to City Council approval, with DCSD for the right of way and easement acquisitions associated with the project; and

WHEREAS, the City Council finds that it is in the best interest of the City of Dubuque to approve the Purchase Agreement attached hereto.

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

Section 1. The Purchase Agreement between City and DCSD attached hereto is hereby approved.

Passed, Approved, and Adopted this 3rd day of January 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breittfelder, City Clerk

Prepared by: Nate Kieffer, City of Dubuque, City Hall, 50 W 13th Street., Dubuque, IA 50201 515-382-1698
Return to: Nate Kieffer, City of Dubuque, City Hall, 50 W 13th Street., Dubuque, IA 50201 515-382-1698

PURCHASE AGREEMENT

PARCEL 1 COUNTY Dubuque
PROJECT N/A NAME Althausen/Eagle St. Water Main Project
SELLER: Dubuque Community School District

THIS AGREEMENT entered into this day of December, 2023, by and between Seller and the City of Dubuque, Iowa, Buyer.

- 1a. SELLER AGREES to sell and furnish to Buyer a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy the following real estate, hereinafter referred to as the premises, situated in parts of the following: PARTS OF LOT 2 OF MIN LOT 472; LOTS 31, 32, 33, 43, & LOT 2-42 TAYLOR & COOLEYS; LOTS 12 THRU 16 STINES SUB; LOTS 2-11A STINES SUB; LOTS 2-9, 10, 11, 12, GMEHLES SUB; LOTS 1 THRU 9 ALTHAUSERS SUB, CITY OF DUBUQUE, IOWA., in the County of DUBUQUE, State of Iowa, as shown on the attached Easement Exhibits and Right of Way Acquisition Plats, including the following buildings, improvements and other property: None.
2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER GRANTS Buyer the immediate possession right to enter the premises for the purpose of gathering survey and soil data. SELLER MAY surrender possession of the premises or building or improvements or any part thereof prior to the time at which he has hereinafter agreed to do so, and agrees to give Buyer ten (10) days notice of Seller's intention to do so by calling Buyer.
3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, and surrender physical possession of the premises as shown on or before the dates listed below.

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE OF PERFORMANCE
\$ <u> </u>	on conveyance of title	<u> </u>
\$ <u> </u>	on surrender of possession	<u> </u>
\$ <u>15,521.72</u>	on possession and conveyance	<u>30 days after Buyer approval</u>
\$ <u> </u>	cost-to-cure settlement	<u> </u>
\$ <u>15,521.72</u>	TOTAL LUMP SUM	<u> </u>

Breakdown	Ac./Sq.Ft.
Land by Fee Title	<u>6.527</u> Ac./Sq.Ft. in the name of the City of Dubuque
Permanent Utility Easement	<u>100</u> Ac./Sq.Ft. in the name of the City of Dubuque
Permanent Easement	<u> </u> Ac./Sq.Ft.
Temporary Easement	<u> </u> Ac./Sq.Ft.
Road Easement to Fee Title	<u> </u> Ac./Sq.Ft. in the name of the City of Dubuque

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: None
5. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title.
6. Buyer may include mortgages, lienholders, encumbrancers and taxing authorities as payees on warrants issued in payment of this agreement. In addition to the Total Lump Sum, Buyer agrees to pay \$150.00 for the cost of adding title documents required by this transaction to Seller's abstract of title. If requested to do so, SELLER WILL deliver to the Buyer an abstract of title to the premises. Buyer agrees to pay the cost of

abstract continuation. SELLER AGREES to provide such documentation as may be required by Iowa Land Title Standards to convey merchantable title to Buyer. SELLER ALSO AGREES to obtain court approval of this agreement, if requested by Buyer, in the event title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

7. Buyer agrees that any agricultural drain tiles that are located within the premises and are damaged or require relocation by highway construction shall be repaired or relocated at no expense to Seller.
8. If Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Seller.
9. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
10. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. SELLER CONSENTS to any change of grade of the street and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.
11. Seller states and warrants that, to the best of Seller's knowledge, there is no burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance, nor underground storage tank on the premises described and sought herein, except:
None
12. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
13. Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required under Section 6B.52 of the Code of Iowa.
14. It is understood and agreed that Seller waives all rights under Iowa Code Section 306.23.
15. This Purchase Agreement is subject to approval by the City of Dubuque City Council.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

By: Carolyn Mauss By: Kate Parks
Kate Parks
Dubuque Community School District Board President

This section to be completed by a Notary Public.
Both columns must be completed.

SELLER'S ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Dubuque } ss:

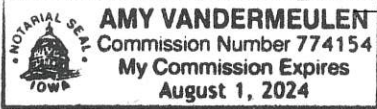
On this 12 day of December, A.D. 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared

X to me personally known
or _____ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Amy VanderMeulen (Sign in Ink)
Amy VanderMeulen (Print / Type Name)

Notary Public in and for the State of Iowa
My commission expires 08/01/2024



CAPACITY CLAIMED BY SIGNER:

- ☐ INDIVIDUAL
☐ CORPORATE
Title(s) of Corporate Officer(s):

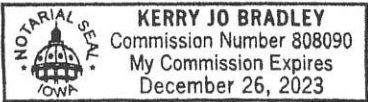
☐ Corporate Seal is affixed
☐ No Corporate Seal procured
☐ PARTNER(s):
☐ Limited Partnership
☐ General Partnership
☐ ATTORNEY-IN-FACT
☐ EXECUTOR(s) or TRUSTEE(s)
☐ GUARDIAN(s) or CONSERVATOR(s)
☐ OTHER:

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA: ss: On this 18 day of December, 2023, before me, the undersigned, personally appeared RUSSELL KIEFER AND GUS PSIHOS, known to me to be the AUTHORIZED REPRESENTATIVES of Buyer and who did say that said instrument was signed on behalf of Buyer by the authority duly recorded in its minutes, and acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of Buyer and by it voluntarily executed.



Kerry Jo Bradley
Notary Public in and for the State of Iowa

BUYER'S APPROVAL

ZMN, IC 12-18-2023
Recommended by: (Date)
Right of Way Project Agent:

Gus Psihoyos 12/18/23
Approved by: (Date)
Gus Psihoyos
City of Dubuque, Iowa

EXHIBIT A																			
INDEX LEGEND																			
LOCATION: LOT 6 OF ALTHAUSER'S SUBDIVISION OF LOT 2 OF LOT 1 AND PART OF LOT 1 OF LOT 1 OF MINERAL LOT NUMBER 474, LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 2 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF DUBUQUE, DUBUQUE COUNTY, IOWA																			
REQUESTOR: CITY OF DUBUQUE, IOWA, 50 W 13TH ST, DUBUQUE, IA 52001																			
PROPRIETOR: DUBUQUE COMMUNITY SCHOOL DISTRICT (JEFFERSON JUNIOR HIGH), 2300 CHANEY RD, DUBUQUE, IA 52001																			
SURVEYOR COMPANY: MSA PROFESSIONAL SERVICES INC., 400 ICE HARBOR DRIVE, SUITE 110, DUBUQUE, IA 52001																			
RETURN TO: JOHN DEWEY, MSA PROFESSIONAL SERVICES INC., 400 ICE HARBOR DRIVE, SUITE 110, DUBUQUE, IA, 52001																			
FOR RECORDER USE																			
<p>DESCRIPTION OF PERMANENT PUBLIC UTILITY EASEMENT: PART OF LOT 6 OF ALTHAUSER'S SUBDIVISION OF LOT 2 OF LOT 1 AND PART OF LOT 1 OF LOT 1 OF MINERAL LOT NUMBER 474, LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 2 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF DUBUQUE, DUBUQUE COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 9 OF SAID ALTHAUSER'S SUBDIVISION OF LOT 2 OF LOT 1 AND PART OF LOT 1 OF LOT 1 OF MINERAL LOT NUMBER 474; THENCE NORTH 08 DEGREES 17 MINUTES 19 SECONDS EAST ALONG THE EAST LINE OF SAID ALTHAUSER'S SUBDIVISION OF LOT 2 OF LOT 1 AND PART OF LOT 1 OF LOT 1 OF MINERAL LOT NUMBER 474 A DISTANCE OF 185.00 FEET; THENCE NORTH 81 DEGREES 42 MINUTES 41 SECONDS WEST A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 81 DEGREES 42 MINUTES 41 SECONDS WEST A DISTANCE OF 10.00 FEET; THENCE NORTH 08 DEGREES 17 MINUTES 19 SECONDS EAST PARALLEL WITH THE EAST LINE OF SAID LOT 6 A DISTANCE OF 10.00 FEET; THENCE SOUTH 81 DEGREES 42 MINUTES 41 SECONDS EAST A DISTANCE OF 10.00 FEET; THENCE SOUTH 08 DEGREES 17 MINUTES 19 SECONDS WEST PARALLEL WITH THE EAST LINE OF SAID LOT 6 A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. CONTAINING 100 SQUARE FEET (0.002 ACRES) MORE OR LESS.</p>																			
<table><thead><tr><th>LINE</th><th>BEARING</th><th>LENGTH</th></tr></thead><tbody><tr><td>L10</td><td>N81°42'41"W</td><td>17.00'</td></tr><tr><td>L11</td><td>N81°42'41"W</td><td>10.00'</td></tr><tr><td>L12</td><td>N08°17'19"E</td><td>10.00'</td></tr><tr><td>L13</td><td>S81°42'41"E</td><td>10.00'</td></tr><tr><td>L14</td><td>S08°17'19"W</td><td>10.00'</td></tr></tbody></table>		LINE	BEARING	LENGTH	L10	N81°42'41"W	17.00'	L11	N81°42'41"W	10.00'	L12	N08°17'19"E	10.00'	L13	S81°42'41"E	10.00'	L14	S08°17'19"W	10.00'
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<p>LOT 5</p> <p>ALTHAUSER'S</p> <p>10'x10' PUBLIC UTILITY EASEMENT AREA</p> <p>POINT OF BEGINNING</p> <p>LOT 6</p> <p>LOT 7</p> <p>LOT 8</p> <p>SUBDIVISION</p> <p>LOT 9</p> <p>RIGHT-OF-WAY TO BE ACQUIRED BY OTHER DOCUMENT</p> <p>40'</p> <p>MERZ STREET</p> <p>40'</p> <p>ALTHAUSER STREET</p> <p>SOUTHEAST CORNER LOT 9 OF ALTHAUSER'S SUBDIVISION</p>																			
<p>PERMANENT PUBLIC UTILITY EASEMENT EXHIBIT</p> <p>ALTHAUSER AND EAGLE STS. WATERMAIN</p> <p>CITY OF DUBUQUE</p> <p>DUBUQUE COUNTY, IOWA</p> <p>1 OF 1</p> <p>PROJECT NO.: 00492008 P.B.: FILE</p> <p>PROJECT DATE: 1/19/23 PLOT DATE: 7/28/23</p> <p>DRAWN BY: SRS CHECKED BY: EJS</p> <p>MSA</p>																			
<p>LICENSED LAND SURVEYOR</p> <p>JOHN DEWEY</p> <p>23252</p> <p>IOWA</p>																			
<p>I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.</p> <p>JOHN DEWEY</p> <p>LICENSE NO. 23252</p> <p>MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023</p> <p>PAGES OR SHEETS COVERED BY THIS SEAL: 1 OF 1</p> <p>7/28/23</p> <p>DATE</p>																			

INDEX LEGEND	
LOCATION: LOTS 1-9, OF ALTHAUSER'S SUBDIVISION OF LOT 2 OF LOT 1 AND PART OF LOT 1 OF LOT 1 OF MINERAL LOT NUMBER 474, LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 2 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF DUBUQUE, DUBUQUE COUNTY, IOWA	
REQUESTOR: CITY OF DUBUQUE, IOWA, 50 W 13TH ST, DUBUQUE, IA 52001	
PROPRIETOR: DUBUQUE COMMUNITY SCHOOL DISTRICT (JEFFERSON JUNIOR HIGH), 2300 CHANEY RD, DUBUQUE, IA 52001	
SURVEYOR COMPANY: MSA PROFESSIONAL SERVICES INC., 400 ICE HARBOR DRIVE, SUITE 110, DUBUQUE, IA 52001	
RETURN TO: JOHN DEWEY, MSA PROFESSIONAL SERVICES INC., 400 ICE HARBOR DRIVE, SUITE 110, DUBUQUE, IA, 52001	
FOR RECORDER USE	
DESCRIPTION OF ACQUISITION PLAT: PART OF LOTS 1-9 OF ALTHAUSER'S SUBDIVISION OF LOT 2 OF LOT 1 AND PART OF LOT 1 OF LOT 1 OF MINERAL LOT NUMBER 474, LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 2 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF DUBUQUE, DUBUQUE COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF SAID ALTHAUSER'S SUBDIVISION; THENCE SOUTH 00 DEGREES 16 MINUTES 01 SECOND EAST ALONG THE EAST LINE OF LOTS 1-4 OF SAID ALTHAUSER'S SUBDIVISION A DISTANCE OF 163.68 FEET; THENCE SOUTH 08 DEGREES 17 MINUTES 19 SECONDS WEST ALONG THE EAST LINE OF LOTS 4-9 OF SAID ALTHAUSER'S SUBDIVISION A DISTANCE OF 290.90 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH 81 DEGREES 42 MINUTES 33 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 9 A DISTANCE OF 37.00 FEET; THENCE NORTH 53 DEGREES 17 MINUTES 23 SECONDS EAST A DISTANCE OF 28.28 FEET; THENCE NORTH 08 DEGREES 17 MINUTES 19 SECONDS EAST PARALLEL WITH THE EAST LINE OF SAID LOTS 4-9 A DISTANCE OF 240.00 FEET; THENCE NORTH 77 DEGREES 19 MINUTES 01 SECOND EAST A DISTANCE OF 16.06 FEET; THENCE NORTH 08 DEGREES 17 MINUTES 19 SECONDS EAST PARALLEL WITH THE EAST LINE OF SAID LOT 4 A DISTANCE OF 25.00 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 01 SECOND WEST PARALLEL WITH THE EAST LINE OF SAID LOTS 1-4 A DISTANCE OF 138.68 FEET; THENCE NORTH 42 DEGREES 07 MINUTES 44 SECONDS WEST A DISTANCE OF 37.25 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 84 DEGREES 26 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 27.00 FEET TO THE POINT OF BEGINNING. CONTAINING 5,365 SQUARE FEET (0.123 ACRES) MORE OR LESS.	
LEGEND - BOUNDARY LINE - PROPERTY LINE - PLATTED LINE - RIGHT OF WAY LINE - 1" IRON ROD FOUND - CAPPED IRON ROD FOUND - SQUARE IRON ROD FOUND - 1.0" IRON PIPE FOUND - 0.75" IRON ROD SET W/ORANGE CAP "MSA PLS P23252"	
BEARING BASED ON IOWA STATE PLANE COORDINATE SYSTEM NAD 83, NORTH ZONE.	
GRAPHIC SCALE 0 60 120 1 INCH = 60 US FEET	
TABLE LINE BEARING LENGTH L4 N81°42'33"W 37.00' L5 N53°17'23"E 28.28' L6 N77°19'01"E 16.06' L7 N08°17'19"E 25.00' L8 N42°07'44"W 37.25' L9 S84°26'00"E 27.00'	
ACQUISITION PLAT ALTHAUSER AND EAGLE STS. WATERMAIN CITY OF DUBUQUE DUBUQUE COUNTY, IOWA	
1 OF 1 PROJECT NO.: 00492995 F.B.: FILE PROJECT DATE: 1/18/23 PLOT DATE: 7/28/23 DRAWN BY: SRS CHECKED BY: EJS	
MSA	
LICENSED LAND SURVEYOR JOHN DEWEY 23252 IOWA	
I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA. JOHN DEWEY LICENSE NO. 23252 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023 PAGES OR SHEETS COVERED BY THIS SEAL: 1 OF 1 DATE 7/28/23	

INDEX LEGEND

LOCATION: LOT 1 OF ALTHAUSER'S SUBDIVISION; LOT 2 OF THE SUBDIVISION OF MINERAL LOT NUMBER 472; LOT 33 OF TAYLOR & COOLEY'S SUBDIVISION AND THE ALLEY IN ALTHAUSER'S SUBDIVISION VACATED IN BOOK A2, PAGE 552; ALL LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 2 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF DUBUQUE, DUBUQUE COUNTY, IOWA

REQUESTOR: CITY OF DUBUQUE, IOWA, 50 W 13TH ST, DUBUQUE, IA 52001

PROPRIETOR: DUBUQUE COMMUNITY SCHOOL DISTRICT (JEFFERSON JUNIOR HIGH), 2300 CHANEY RD, DUBUQUE, IA 52001

SURVEYOR COMPANY: MSA PROFESSIONAL SERVICES INC., 400 ICE HARBOR DRIVE, SUITE 110, DUBUQUE, IA 52001

RETURN TO: JOHN DEWEY, MSA PROFESSIONAL SERVICES INC., 400 ICE HARBOR DRIVE, SUITE 110, DUBUQUE, IA, 52001

FOR RECORDER USE

DESCRIPTION OF ACQUISITION PLAT:
PART OF LOT 1 AND THE ALLEY VACATED IN BOOK A2, PAGE 552 IN ALTHAUSER'S SUBDIVISION OF LOT 2 OF LOT 1 AND PART OF LOT 1 OF LOT 1 OF MINERAL LOT NUMBER 474; LOT 2 OF THE SUBDIVISION OF MINERAL LOT NUMBER 472; LOT 33 OF TAYLOR & COOLEY'S SUBDIVISION OF A PART OF MINERAL LOT NO. 472; ALL LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 89 NORTH, RANGE 2 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF DUBUQUE, DUBUQUE COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF LOT 33 OF SAID TAYLOR & COOLEY'S SUBDIVISION; THENCE NORTH 88 DEGREES 29 MINUTES 13 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 33 AND THE NORTH LINE OF LOT 2 OF SAID SUBDIVISION OF MINERAL LOT 472 A DISTANCE OF 308.52 FEET; THENCE SOUTH 84 DEGREES 26 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 2 AND THE NORTH LINE OF A VACATED ALLEY OF SAID ALTHAUSER'S SUBDIVISION AND THE NORTH LINE OF LOT 1 OF SAID ALTHAUSER'S SUBDIVISION A DISTANCE OF 24.34 FEET; THENCE SOUTH 88 DEGREES 29 MINUTES 13 SECONDS WEST A DISTANCE OF 312.67 FEET; THENCE SOUTH 43 DEGREES 29 MINUTES 06 SECONDS WEST A DISTANCE OF 28.28 FEET TO THE WEST LINE OF SAID LOT 33; THENCE NORTH 01 DEGREE 31 MINUTES 01 SECOND WEST ALONG THE WEST LINE OF SAID LOT 33 A DISTANCE OF 23.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1,162 SQUARE FEET (0.027 ACRES) MORE OR LESS.

LEGEND

- BOUNDARY LINE

- PROPERTY LINE

- PLATTED LINE

- RIGHT OF WAY LINE

○ - 0.75" IRON ROD SET W/ORANGE CAP "MSA PLS P23252"

BEARING BASED ON IOWA STATE PLANE COORDINATE SYSTEM NAD 83, NORTH ZONE.

GRAPHIC SCALE

0 50 100

1 INCH = 50 US FEET

POINT OF BEGINNING
NW CORNER OF LOT
33 OF TAYLOR &
COOLEY'S SUB.

EAGLE STREET

VIOLA STREET

LOT 1

LOT 2

ALTHAUSER'S
SUBDIVISION

VACATED ALLEY

MINERAL
LOT
472

LOT 2

TAYLOR &
COOLEY'S
SUBDIVISION

LOT 33

LOT 32

LINE

BEARING

LENGTH

L1

S84°26'00"E

24.34'

L2

S43°29'06"W

28.28'

L3

N01°31'01"W

23.00'

ACQUISITION PLAT

ALTHAUSER AND EAGLE STS. WATERMAIN
CITY OF DUBUQUE
DUBUQUE COUNTY, IOWA

1 OF 1

PROJECT NO.: 00492008 F.B.: FILE

PROJECT DATE: 1/18/23 PLOT DATE: 7/28/23

DRAWN BY: SRS CHECKED BY: EJS

MSA

LICENSED LAND SURVEYOR
JOHN DEWEY
23252
IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA
JOHN DEWEY
LICENSE NO. 23252
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023
PAGES OR SHEETS COVERED BY THIS SEAL: 1 OF 1

7/28/23
DATE

**City of Dubuque
City Council Meeting**

Consent Items # 06.

ITEM TITLE: Follow Up on TIF Issue Related to Gardens of Dubuque Project
SUMMARY: City Manager recommending City Council approval to allocate \$34,595.38 from the City's Fiscal Year 2023 General Fund savings to cover the Gardens of Dubuque Project TIF payments for November 2023 and May 2024.

SUGGESTED DISPOSITION: Suggested Disposition: Receive and File; Approve

ATTACHMENTS:

Description

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: Follow Up on TIF Issue Related to Gardens of Dubuque Project

DATE: December 22, 2023

Economic Development Director Jill Connors is recommending City Council approval to allocate \$34,595.38 from the City's Fiscal Year 2023 General Fund savings to cover the Gardens of Dubuque Project TIF payments for November 2023 and May 2024. Moving forward, approximately \$34,655 per year will need to be allocated for the same purpose at a net annual cost to the city of \$22,805.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director
Jennifer Larson, Chief Financial Officer



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: Follow Up on TIF Issue Related to Gardens of Dubuque Project

DATE: December 14, 2023

INTRODUCTION

This memorandum provides information regarding a communication gap from Economic Development to the Finance and Budget Department and requests the allocation of \$34,595.38 from the City's Fiscal Year 2023 General Fund savings to cover November 2023 and May 2024 TIF payments to the Gardens of Dubuque project. It also provides an explanation of general funds needed annually until June 1, 2037.

BACKGROUND

On September 28, 2020, the City entered into a Development Agreement with Gardens of Dubuque for the creation of 50 apartments at 1895 Radford Road. The Development Agreement provides for 15 years of 100% of allowable increment TIF payments beginning November 1, 2023. The project was included in the Radford Road Urban Renewal District in order to generate the funds needed to make these TIF payments.

In order to certify debt with the County in an urban renewal district (which allows the City to collect increment to fund TIF payments), Finance/Budget staff require documentation from the Economic Development Department providing the details of the Development Agreements which require TIF payments to developers. Unfortunately, our office did not provide this full information to Finance/Budget staff in a timely manner. This has delayed debt certification in this urban renewal area in order to fully fund TIF payments the City has committed to the developer.

As the City is obligated to make a TIF payment both for November 2023 and in May 2024, I had requested in an earlier memo an allocation of \$34,595.38 from the City's Fiscal Year 2023 General Fund savings to cover the TIF payments for November 2023 and May 2024. Jenny Larson has certified the Radford Road Urban Renewal District to the County as of November 30, 2023, which means there will be funding available beginning with the November 2024 payment and future payments, albeit with a gap in funding.

DISCUSSION

I had initially thought a one-time allocation of \$34,595.38 was a temporary stop gap, as the property is now certified with the County. However, upon review with CFO Jenny Larson, Senior Counsel Barry Lindahl, and City Assessor Troy Patzner, an approximately \$34,655 annual gap will continue for the duration of the 15 year agreement.

If the debt on the property had been certified with the County before December 1, 2022 (as should have been done), the base value of the property would have been set at \$199,500 (assessed value as of January 1, 2021). All City-directed tax increment above that amount would have been available for disbursement in TIF rebates to the developer.

Because it was not certified with the County until December 1, 2023, only the increment above the value as of January 1, 2022 is available. The difference between the available increment and the increment obligated to the Developer is \$34,595.38 during the current fiscal year. And an approximately \$34,655 annual shortfall will continue through the term of the agreement (June 1, 2037). This project is located in a stand-alone TIF district, which means there are no funds available from other projects in the district to subsidize this shortfall.

\$22,805 of the annual \$34,655 shortfall will need to be covered by the general fund, as the City's tax levy covers \$11,850 of that amount. What this means is that while the payment to the developer will be \$519,825 over 15 years, the actual cost to the City is \$342,075.

RECOMMENDATION/ ACTION STEP

I respectfully request a \$34,595.38 allocation from the City's Fiscal Year 2023 General Fund savings to cover the TIF payments for November 2023 and May 2024. Moving forward, approximately \$34,655 per year will need to be allocated for the same purpose.

**City of Dubuque
City Council Meeting**

Consent Items # 07.

ITEM TITLE: Approval of Termination Agreement of Iowa Economic Development Authority Master Contract P0806M01734 / Funding Agreement 08-EZ-036 with Morrison Brothers Company

SUMMARY: City Manager recommending City Council approval of a Contract Termination Agreement for Contract 08-EZ-036 among Morrison Brothers Company and the Iowa Economic Development Authority, and the City of Dubuque and approve the Mayor's signature on the Termination Agreement.

SUGGESTED DISPOSITION: Suggested Disposition: Receive and File; Approve

ATTACHMENTS:

Description

MVM Memo

Staff Memo

Termination Agreement

Type

City Manager Memo

Staff Memo

Supporting Documentation



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Approval of Termination Agreement of Iowa Economic Development Authority Master Contract P0806M01734 / Funding Agreement 08-EZ-036 with Morrison Brothers Company

DATE: December 27, 2023

Economic Development Director Jill Connors is recommending City Council approval of a Contract Termination Agreement for Contract 08-EZ-036 among Morrison Brothers Company and the Iowa Economic Development Authority, and the City of Dubuque and approve the Mayor's signature on the Termination Agreement.

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


Michael C. Van Milligen

MCVM:sv

Attachment

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



Economic Development
Department
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: Approval of Termination Agreement of Iowa Economic Development Authority Master Contract P0806M01734 / Funding Agreement 08-EZ-036 with Morrison Brothers Company

DATE: December 22, 2023

INTRODUCTION

This memorandum presents for review and approval a Contract Termination Agreement for Contract 08-EZ-036 among Morrison Brothers Company and the Iowa Economic Development Authority, and the City of Dubuque.

BACKGROUND

Established in Dubuque in 1855 as a boiler manufacturer. Morrison Brothers Company moved into oil equipment in the early 1900s, including tanks and accessories. Morrison sold the tank fabrication business in 1970s and today has over 1,200 products used in the petroleum marketing sector (downstream from the refinery) including motor fueling, aviation, agriculture, bulk handling and transportation, backup power generation, and numerous industrial applications. Morrison has a research and development focus on biofuels and related equipment for alternative energy. Morrison also makes products for fuel and water military applications, and ground water testing.

DISCUSSION

In 2008, Morrison applied to the Iowa Economic Development Authority (IEDA) for business assistance under the IEDA's Enterprise Zone program. The IEDA awarded Morrison Master Contract P0806M01734 / Funding Agreement 08-EZ-036, executed June 19, 2008. As a requirement of the Enterprise Zone contract with the IEDA, Morrison invested approximately \$2,575,000 to consolidate and expand Dubuque operations and create and maintain 10 new jobs.

As part of the agreement, the IEDA provided 260E job training credits, an investment tax credit, an R&D credit, and a refund of sales, service, and use taxes paid to contractors or subcontractors of the construction project.

Morrison has successfully completed the obligations under the contract to date and has requested termination of the contract. Although one year early from the originally stated compliance period, the IEDA is satisfied with Morrison Brothers' compliance to date and has agreed to this termination agreement; and the City of Dubuque is requested to also agree to the termination.

RECOMMENDATION/ ACTION STEP

I respectfully request City Council approval and Mayor's signature on the attached Termination Agreement.

CONTRACT TERMINATION AGREEMENT

BUSINESS:	Morrison Brothers Company
CONTRACT NUMBER:	P0806M01734
FUNDING AGREEMENT NUMBER:	08-EZ-036
APPROVAL DATE:	December 15, 2023

THIS AGREEMENT is made by and between the **IOWA ECONOMIC DEVELOPMENT AUTHORITY (IEDA or Authority)**, 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315, an agency of the State of Iowa, **Morrison Brothers Company (Business)**, 570 East 7th Street, P.O. Box 238, Dubuque, IA 52007, and the **City of Dubuque (Community)**, 50 W 13th St., Dubuque, IA 52001.

WHEREAS, the **Business** has successfully documented meeting the obligations of the above-referenced contract through December 1, 2023 and requests mutual termination of the contract as allowed by Article 10.14 of Master Contract Number P0806M01734;

WHEREAS, the **IEDA Board** approved the request as of above the Approval Date.

Pursuant to the Recipient's request, Master Contract Number P0806M01734 and Funding Agreement 08-EZ-036 are hereby terminated as of latest date signed below.

FOR BUSINESS:



SIGNATURE

Charlie Freund, Financial Operations

PRINT/TYPE NAME, TITLE *Manager*

12-21-23

Date

FOR IEDA:

Deborah Durham, Director

Date

FOR COMMUNITY:

SIGNATURE

PRINT/TYPE NAME, TITLE

Date

**City of Dubuque
City Council Meeting**

Consent Items # 08.

ITEM TITLE: Signed Contract(s)
SUMMARY: Statement of Work, Service Level Agreement, and Master Services Agreement Amendment with Milestone Systems.
SUGGESTED DISPOSITION: Suggested Disposition: Receive and File

ATTACHMENTS:

Description

Staff Memo

Type

Staff Memo

TO: Michael C. Van Milligen, City Manager

FROM: David Ness, Civil Engineer II
Dave Lyons, Sustainability Innovation Consultant

DATE: December 21, 2023

RE: Cloud Based Traffic Analytics Software Trial Phase Agreement

INTRODUCTION

The purpose of this memorandum is to request approval of a collaboration agreement with Milestone System, a video solutions software manufacturer. It would allow for the sharing of certain traffic information for a joint research project that was originally initiated on August, 2020 and has advanced to a trial phase/testing period of cloud based advanced analytics solution.

BACKGROUND

City has developed a comprehensive and unique system of traffic and public safety camera systems and sensors, all of which are fed into Milestone Systems video management system, XProtect. Per our agreement signed in August, 2020, Milestone believes significant benefit could occur from actionable insights that can be derived from data captured by the City's traffic data sources. As a world leader in IP Video Management Systems, Milestone selected the City of Dubuque to collaborate on research to develop traffic use-cases for a MILESTONE developed and cloud-based solution. City will receive a full report of the research and conclusions, and potentially preferred access to any processes/products developed.

DISCUSSION

The City has had a long and positive relationship with Milestone and its products and services. It believes that the actionable insights enabled by Milestone will benefit to the City. This project has advanced into a trial/testing period for the next year where City Traffic Engineers will deploy the software and provide feedback to Milestone on their experience with using the solution in their work. There are no budgetary requirements of the City over the next year during this trial period. Milestone will fund

the cloud services needed and will supply the software free of charge during this test period. These agreements have been reviewed by City Attorney Crenna Brumwell, Senior Council Barry Lindahl and IS Manager Chris Kohlmann.

RECOMMENDATION

We request you approve and sign the attached Statement of Work, Service Level Agreement and Master Services Agreement Amendment with Milestone Systems.

cc: Gus Psihoyos, City Engineer
Crenna Brumwell, City Attorney
Barry Lindahl, Senior Council
Chris Kohlmann, IS Manager

**City of Dubuque
City Council Meeting**

Consent Items # 09.

ITEM TITLE:	Old Highway Road Water Main Connection Loop 2023 Project Acceptance and Resolution	
SUMMARY:	City Manager recommending City Council adoption of the attached resolution to accept the improvements and authorize the final payment for the Old Highway Road Water Main Connection Loop 2023.	
	RESOLUTION Accepting Public Improvement Contract for the Old Highway Road Water Main Connection Loop Project 2023	
SUGGESTED DISPOSITION:	Suggested Disposition: Receive and File; Adopt Resolution(s)	
<u>ATTACHMENTS:</u>		
Description	Type	
MVM Memo	City Manager Memo	
OHR Project Acceptance MVM Memo	Staff Memo	
OHR Project Acceptance Resolution	Resolutions	



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Old Highway Rd Water Main Connection Loop 2023
Project Acceptance and Resolution

DATE: December 22, 2023

Water Department Director Christopher Lester is recommending City Council adoption of the attached resolution to accept the improvements and authorize the final payment for the Old Highway Rd Water Main Connection Loop 2023.

The final project construction costs are \$673,871.31 which is 3.4% less than the original bid amount.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Christopher Lester, Water Department Director
Jenny Larson, Chief Financial Officer
Charlie Gau, Water Engineering Assistant

TO: Michael C. Van Milligen, City Manager
FROM: Christopher Lester, Water Department Manager
DATE: December 21, 2023
RE: Old Highway Rd Water Main Connection Loop 2023
Project Acceptance and Resolution

INTRODUCTION

The purpose of this memorandum is to request adoption of the attached resolution to accept the improvements and authorize the final payment for the Old Highway Rd Water Main Connection Loop 2023.

BACKGROUND

The FY23 CIP (#4281000014) Budget included funding for Old Highway Rd Water Main Connection Loop 2023. The Old Highway Road water main was planned in three phases. The first phase, completed in 2022, extended water from Radford Road west approximately 1550 lineal feet to a location near 5520 Old Highway Road. The second phase, completed in 2023, extended water main east of Seippel Road to 4,650 feet immediately past the Dubuque County Fairgrounds entrance. The third and final phase of the project will complete the connection loop between the two previously phased projects in the 4th pressure zone.

DISCUSSION

Sealed bids for the Old Highway Rd Water Main Connection Loop 2023 were received and publicly opened on June 13, 2023. Top Grade Excavating of Farley, Iowa submitted the apparent low bid in the amount of \$697,604.00.

Approximately 4,650 feet of 12-inch water main was installed in the southern ditch line along Old Highway Road near the Dubuque County Fairgrounds entrance heading west and crossing into the north side of ditch line east of Sieppel Road to make final connection and complete a 4th pressure zone loop. Additionally, as part of this project, a water main was stubbed to Cousins Road and Pine View Drive for future expansion.

BUDGET IMPACT

Funding for the project comes from CIP #4281000014 Old Highway Road water main installation project with a starting balance of \$853,750.00.

The final costs for the Old Highway Rd Water Main Connection Loop 2023 are:

Description	Award	Final
Construction Cost Estimate	\$697,604.00	\$673,871.31
Contingency	\$32,640.00	\$0.00
Engineering Design (Preliminary and Final)	\$47,200.00	\$47,200.00
Bidding and Award	\$5,300.00	\$5,300.00
Construction Engineering, inc. Inspection	\$19,800.00	\$25,292.50
Total Estimate Project Cost	\$802,544.00	\$751,663.81

The construction administration and construction engineering (inspection) were completed by Origin Design of Dubuque, Iowa under a separate task order. The Task Order Adjustment is recorded under Amendment No. 1 and was approved separately to this communication.

The final project construction costs are \$673,871.31 which is 3.4% less than the original bid amount.

ACTION TO BE TAKEN

The City Council is requested to adopt the attached resolution to accept the improvements and authorize the final payment for the Old Highway Rd Water Main Connection Loop 2023.

cc: Jenny Larson, Chief Financial Officer
Charlie Gau, Water Engineering Assistant

RESOLUTION NO. -23

ACCEPTING PUBLIC IMPROVEMENT CONTRACT FOR THE OLD HIGHWAY ROAD WATER MAIN CONNECTION LOOP PROJECT 2023

WHEREAS, the public improvement contract for the Old Highway Rd Water Main Connection Loop Project 2023 (the Project) has been completed by the Contractor, Top Grade Excavating of Farley, Iowa, (Contractor), the Water Department Director has examined the work and recommends that the Project be accepted; and

WHEREAS, the final contract amount is \$673,871.31 of which retainage in the amount \$33,693.57 shall be held for 30 days after acceptance and approval, and paid at that time provided no claims from others are filed;

WHEREAS, the City Council finds that the recommendation of the Water Department Manager should be accepted.

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

Section 1. The recommendation of the Water Department Director is approved, and the Project is hereby accepted.

Section 2. The Chief Financial Officer is hereby directed to pay to the Contractor the balance of the final payment of \$33,693.57 as provided in Iowa Code chapter 573.13.

Passed, adopted, and approved this _____ day of _____, 2023.

Brad Cavanagh, Mayor

Attest:

Adrienne Breitfelder, City Clerk

**City of Dubuque
City Council Meeting**

Consent Items # 010.

ITEM TITLE:	January/February 2024 Issue of City News Newsletter	
SUMMARY:	City Manager providing a copy of the January/February 2024 issue of the City News Newsletter.	
SUGGESTED DISPOSITION:	Suggested Disposition: Receive and File	
<u>ATTACHMENTS:</u>		
Description	Type	
January/February 2024 Issue of City News Newsletter	Supporting Documentation	

City of Dubuque CITY NEWS

Inside This Issue

- 2 |** Muehring Named WRRRC Director
Winter Arts Snow Sculpting Festival, Feb. 8-11
Recycle Unwanted Holiday Lights
New Year, Volunteer!
- 3 |** New Ambulance for Fire Dept.
DBQ Shovel Crew
Seasonal Employment
Winter Public Works Reminders
- 4 |** Events Calendar
New Faces & Retirements
Citizen's Police Academy
VITA Tax Assistance

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www.cityofdubuque.org

Get news and info by email or text:
Check out all the options at
www.cityofdubuque.org/notifyme



Remember to sign up for Odd/
Even Snow Route notifications at
cityofdubuque.org/snow or simply
text DBQSNOW to 67283.

Grant Programs Available for Safe & Healthy Homes

Grants for Lead Hazard Mitigation

Dubuque residents may qualify for up to \$25,000 in grant funding to help remove lead hazards from their homes.

As part of the City's Lead and Healthy Homes Program, grant funding is available to assist with lead hazard removal and other associated costs. More than 1,300 homes have already been made lead-safe since the program began in 1997.

Eligibility for the grants is partially determined by the age of the home. Homes built prior to 1978 may qualify for up to \$20,000 for lead remediation plus an additional \$5,000 to address other household hazards. Homes built in 1978 or later are eligible for up to \$10,000 to create a healthier home.

Residents can submit an interest form online and City staff will follow up to answer any additional questions and assist with the application process.

Submit an Interest Form: www.cityofdubuque.org/healthyhomes or call 563.589.1724

Home Modifications Assistance

Low-income Dubuque residents, age 62 and older, are eligible for grants to modify their homes so they can age at home safely rather than move to a nursing home or another assisted care facility. Inspections, supplies, and modifications are all included in the grant.

Examples of home modifications include:

- Installing grab bars in a bathroom.
- Replacing doorknobs with lever style handles.
- Installing hand rails on steps to enter/exit the home.
- Repairing flooring and transitions to remove trip hazards.
- Moving switches and outlets where they are more accessible.
- Converting a bathtub to a step-in shower.

Submit an Interest Form:

www.cityofdubuque.org/ageinplace
or call 563.589.1724

Energy Assistance Programs

The **Low-Income Home Energy Assistance Program (LIHEAP)** is a federally funded program designed to assist low-income families meet the cost of home heating by providing a one-time payment to the heating utility. Assistance levels depend on income, family size, type of fuel used to heat the home, and other factors.

The **Energy Crisis Program** helps low-income families get utility services turned back on or fix a furnace.

Details at www.hacap.org/energy
or call 563-556-5130

Muehring Named Water & Resource Recovery Center Director



City Manager Mike Van Milligen has named Deron Muehring, a civil engineer in the City's engineering department with 25 years of experience in the field of sewer collection systems and wastewater management, as the new director of Dubuque's Water and Resource Recovery Center (WRRC).

As WRRC Director, Muehring is responsible for the operation of Dubuque's wastewater treatment facility on Julien Dubuque Drive as well as its associated lift stations throughout the community and the facility's environmental monitoring laboratory. The position also proposes and enforces ordinances and regulations regarding the operation of the WRRC as well as the chemical, biological, and bacterial analysis and sampling services for other City, partner agencies, and private sector activities.

Muehring has worked in the City of Dubuque Engineering Department since 1998 as Water Resource Engineer and has a long history of managing successful projects with the City, most notably playing a critical role in the implementation of the Bee Branch Watershed Flood Mitigation Project. He also has extensive experience managing the City's sanitary sewer system and has assisted in planning the WRRC's capital improvement projects.

Muehring is a civil engineer with a master of science degree in civil and environmental engineering from Marquette University and a bachelor's degree in physics from St. Cloud University. He is a member of the Water Environment Federation, the American Society of Civil Engineers, the American Public Works Association, and the International Erosion Control Association.

Muehring replaces Willie O'Brien who managed the facility since 2016. O'Brien will transition to the role of WRRC plant manager and will focus on facility operations.

RECYCLE UNWANTED HOLIDAY LIGHTS

Drop-off locations to recycle unwanted holiday lights through Jan. 13:

- City of Dubuque Municipal Services Center - 925 Kerper Court (next to the public entrance)
- Carnegie-Stout Public Library - 360 W. 11th St.
- Dubuque County Library, Asbury Branch - 5290 Grand Meadow Dr.
- Dubuque Metropolitan Area Solid Waste Agency (DMASWA) by appointment only - 101 Airborne Road. Call (563) 557-8220



Winter Arts Snow Sculpting Festival & Competition - Feb. 8 - 11, 2024

Mark your calendars for Dubuque's annual Winter Arts Festival, Iowa's sanctioned snow sculpting competition, sponsored by the Dubuque Museum of Art (DuMA) in partnership with the City of Dubuque and Winterfun, Inc. Snow sculpting will take place Thursday, Feb. 8, through noon on Sunday, Feb. 11, in Washington Park with teams competing to secure the state title and an opportunity to move onto the 2024 U.S. National Snow Sculpting Competition in Lake Geneva, Wis., in 2025.

The public is encouraged to visit Washington Park throughout the week as snow sculpting teams transform their block of 288 cubic feet of snow into inspiring creations. Stop by on Sunday, Feb. 11, from noon - 4 p.m. for free family-friendly activities including hands-on sculpting, Peoples' Choice voting, musical performances by Dubuque Symphony Orchestra ensembles, and more outdoors and inside DuMA.

www.cityofdubuque.org/winterarts
563-690-6059

Volunteer DBQ

NEW YEAR, VOLUNTEER!



Make volunteering one of your new year's resolutions!

In addition to the joy of giving back to the community, volunteering offers health benefits including reduced stress and boosting one's mood. Studies also show that volunteers experience lower rates of depression. Social connections developed through volunteering contribute to a strong support system, reducing feelings of isolation and loneliness. Volunteering can also have career and employment benefits, including gaining experience and developing skills.

Learn more about volunteer opportunities throughout the community at www.volunteerdubq.com or by calling 563-690-6171.

New Ambulance for Dubuque Fire Department

A brand new ambulance was recently placed into service by the Dubuque Fire Department. The new ambulance is housed at Fire Station #4, 1697 University Ave. It joins two others stationed at Fire Headquarters, 11 W. 9th St., and Fire Station #2, 2180 John F. Kennedy Rd.

The ambulance features a door-forward design that allows entry to the patient area from the front part of the compartment, rather than the middle. This design more efficiently utilizes the space in the ambulance, making it seem less cramped. This is the first DFD ambulance to utilize this configuration, which is gaining popularity across the country.

"We've placed an emphasis on upgrades in configuration and design to enhance safety and prioritize efficiencies for our team members," says Dubuque Fire Chief Amy Scheller. "We are both excited and thankful to have this new resource."

The department increased its number of ambulances to three in October 2022.



Approximately 80% of the department's calls for service are for emergency medical services. The third ambulance is expected to help the department advance towards its goal of responding to nearly all of its calls within six minutes.

The department has ordered two additional new ambulance units that it hopes to receive next spring.

The three active ambulances are a part of the nearly 30 vehicles that make up the full Dubuque Fire Department vehicle fleet.



Picture yourself with the
**BEST SUMMER
JOB EVER!**

**Don't let the cold and snow get you down,
starting thinking about summer - NOW!**

Whether you're looking for work that allows you to spend the summer outdoors, or maybe you're looking to really make a difference in a child's life, we've got something for you.

Seasonal jobs with the City of Dubuque Leisure Services Department offer fun and meaningful work, with flexible schedules.

If you or someone you know is interested in summer employment with the City, visit the City's website to learn more about the seasonal opportunities available.

Find more at:

www.cityofdubuque.org/seasonaljobs
or call 563.589.4263



The DBQ Shovel Crew is a program that pairs volunteers with residents who are not physically able to remove snow and ice from their city sidewalk and do not have other resources to remove the snow and ice, such as neighbors, friends, or a hired service.

Volunteer DBQ is seeking volunteers who can help throughout the winter season. The commitment is caring for one address all winter.

Want to volunteer but don't own the necessary snow and ice removal equipment? We may be able to help! Sign up and staff will follow up with you to assist in accessing shovels and deicer salt.

We are all pedestrians at some point in the day, whether walking to a car, the bus, to work, or just in your neighborhood. Your help in keeping sidewalks clear after snow and ice events is a meaningful way to help neighbors in need and the community.

Sign up as a volunteer (search for DBQ Shovel Crew):
www.volunteerDBQ.com or call 563-589-4159

Residents in need of assistance:
Please call Rob McDonald at 563-589-4159

Winter Food Scraps Collection

Residents who would like to have yard waste and food scraps collected during the winter months can schedule an appointment by either submitting a request through the City's website at www.cityofdubuque.org/yardwaste, or calling the Public Works Department at 563-589-4250. Those who subscribe to a City-issued food scrap cart will have collections made weekly on their normal collection day, no appointment needed.

Merry Mulch: Jan. 2 - 12

City crews will pick up natural Christmas trees (maximum of 8' high) with a City brush tie or one yellow yard waste sticker attached and visible from the street or alley on your regular collection day.

For set out instructions and more on what you should "know before you throw", visit www.cityofdubuque.org/curbcollection.

New Faces & Retirements

New City Employees

Ariona Albert	Recreation
SerJon Bennett	Police
Richard Bingham	Public Works
Dale Carroll	Recreation
Braden Daniels	Office of Shared Prosperity
Jeffrey Dozbaba	Housing & Comm Development
Emily Lemire	Recreation
Cathy Recker	Library
Nicholas Schemmel	Public Works
Pamela Swartz	Fire
Grant Vandevoorde	Airport

New Board/Commission Members

Equity & Human Rights Commission

Daniel Garza
Phillip Heim

Recent City Retirees

James Lembke Police
Steven Olson Police

VITA: Free & Reliable Tax Help

The Volunteer Income Tax Assistance (VITA) program offers free and reliable tax help to people who generally make \$58,000 or less, persons with disabilities, the elderly, and limited English-speaking taxpayers. IRS-certified volunteers provide free basic income tax return preparation to those who need assistance in preparing their own tax returns.



Volunteer for VITA

The VITA program relies completely on volunteers. While experience filing taxes is helpful, it's not required as you'll be trained on the ins and outs of taxes – an added perk of volunteering if you've been wanting to learn how to file your own taxes. Your commitment can be flexible to your schedule, volunteering whenever works for you on certain days, or through the drop-off option for volunteers to pick up paperwork and prepare taxes on their own time.

To receive help through VITA or to volunteer:
www.hacap.org/taxes or call 563-513-8829

 **City News** is produced by the City of Dubuque Public Information Office.
Comments are welcome at publicinfo@cityofdubuque.org or 563.589.4151.

Calendar

January

- 3** City Council Meeting, 6:30 p.m., Historic Federal Building
- 15** City facilities closed for Martin Luther King, Jr., Day
- 16** City Council Meeting, 6:30 p.m., Historic Federal Building

February

- 5** City Council Meeting, 6:30 p.m., Historic Federal Building
- 8-11** Winter Arts Snow Sculpting Festival, Washington Park
- 19** City Council Meeting, 6:30 p.m., Historic Federal Building

The public has the option to view and participate in City Council meetings in person at City Council Chambers or virtually (see agenda for details.) Meetings are aired live on CityChannel Dubuque (Mediacom cable channels 8 and 117.2 and ImOn channel 5), streamed live and archived on the City's website at www.cityofdubuque.org/media, and streamed live on the City's Facebook page at www.facebook.com/cityofdubuque.

This calendar does not include all events and is subject to change. Sign up for Dubuque's "Notify Me" e-mail/text alert system at www.cityofdubuque.org/notifyme to receive agendas, news releases, event notifications, and other timely news.

Citizen's Police Academy Coming Soon

The Dubuque Police Department will hold the 27th annual Citizen's Police Academy (CPA) on Thursday evenings from Feb. 1 to April 4, from 6 - 9:30 p.m. The purpose of this program is to build a better understanding between residents and police through education.



The CPA is a 10-week program and participants are strongly encouraged to commit to attending all sessions. CPA sessions are taught by local law enforcement professionals and other members of the criminal justice system. Each session covers a variety of topics, including arrest procedures, search and seizure, use of force, laws and policies, police procedures, domestic abuse cases, sexual abuse cases, drug enforcement, OWIs, officer safety, and prevention programs.

Requirements for participation:

- Must be at least 18 years of age
- No felony convictions
- No significant arrest history

Space is limited. Applications are due by Friday, Jan. 12, and can be found at www.cityofdubuque.org/police. Paper applications are available at the Dubuque Police Department at 770 Iowa St.

Preference will be given to Dubuque residents. The CPA does not certify participants as law enforcement officers. For more information on the CPA, contact Lieutenant Brendan Welsh at 563-589-4473 or Captain Steve Radloff and 563-587-3807.

**City of Dubuque
City Council Meeting**

Consent Items # 011.

ITEM TITLE: Parks and Recreation Advisory Commission Recommendation for Naming English Ridge and Westbrook Estates Subdivision Parks

SUMMARY: Park and Recreation Commission recommending the name of English Ridge Park for English Ridge subdivision park and Westbrook Park for the Westbrook Estates subdivision park.

SUGGESTED DISPOSITION: Suggested Disposition: Receive and File; Approve

ATTACHMENTS:

Description

MVM Memo

Staff Memo

Park Naming Policy Approved by Council

Type

City Manager Memo

Staff Memo

Supporting Documentation



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Parks and Recreation Advisory Commission Recommendation for Naming English Ridge and Westbrook Estates Subdivision Parks

DATE: December 22, 2023

The Parks and Recreation Commission unanimously agreed at their December 12, 2023, meeting to recommend naming English Ridge subdivision park English Ridge Park. The Commission also unanimously recommended naming Westbrook Estates subdivision park Westbrook Park.

The Park and Recreation Commission respectfully recommends the name of English Ridge Park for English Ridge subdivision park and Westbrook Park for the Westbrook Estates subdivision park.


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Marie Ware, Leisure Services Director
Steve Fehsal, Park Division Manager
Jared Charland, Project and Facilities Manager

TO: Michael C. Van Milligen, City Manager
FROM: Marie L. Ware, Leisure Services Director
SUBJECT: Parks and Recreation Advisory Commission Recommendation for Naming English Ridge and Westbrook Estates Subdivision Parks
DATE: December 19, 2023

INTRODUCTION

The purpose of this memo is to provide a recommendation from the City's Parks and Recreation Advisory Commission for the parks located in the English Ridge and Westbrook Estates subdivisions.

BACKGROUND

The donated areas for parks in the English Ridge and Westbrook Estates subdivisions are currently under contract to be developed by fall of 2024. A Parks and Recreation Naming Policy was approved in 2018 by City Council. It outlines guiding principles of naming and renaming and procedures for both naming and renaming.

DISCUSSION

On November 9th, 2023, Kristin Hill, Communications Specialist created and released a press release for the naming of English Ridge and Westbrook Estates subdivision parks. An online form for submission was used and paper copies were available at the Multicultural Family Center. Multiple City's social media outlets and pages were used to promote the naming opportunity. The on-site public park planning input meetings were held on November 11th and November 18th in these two neighborhoods and information was provided by the consultant during that process. The submission process was open from November 9th through December 4th, 2023.

One (1) online form was submitted for Westbrook Estates subdivision park recommending Westbrook Park. There were no submissions for the English Ridge subdivision park. No paper copies were filled out during the on-site public park planning input meetings.

This information was provided to the Parks and Recreation Commission's for their consideration at their December 12th, 2023, meeting. The Commission unanimously agreed to recommend naming English Ridge subdivision park English Ridge Park. The Commission also unanimously recommended naming Westbrook Estates subdivision park Westbrook Park.

ACTION REQUESTED

The Park and Recreation Commission respectfully recommends the name of English Ridge Park for English Ridge subdivision park and Westbrook Park for the Westbrook Estates subdivision park.

Prepared by Steve Fehsal, Park Division Manager

cc: Jared Charland, Project and Facilities Manager

CITY OF DUBUQUE

PARK & RECREATION FACILITY NAMING POLICY

The City recognizes the importance of naming its parks and recreational facilities. The name of a park, trail, recreational facility, or natural area carries context and meaning to members of the community as well as providing a means of identifying and utilizing the City's many public spaces.

To that end, this policy provides a consistent, systematic approach to naming the City's parks, trails, recreational facilities, and natural areas.

I. Guiding Principles

It is the City's right to reserve the naming or renaming of parks, trails, recreational facilities, or natural areas to serve the best interests of the City and preserve a worthy and enduring legacy for the City's parks and recreation system. Naming requests should generally fall within one of the following broad categories:

- a. Historic events, people, and places;
- b. Individuals (living or non-living) or groups who have provided exceptional service to the City of Dubuque's park system, recreation facilities or the City as a whole;
- c. Major donations, including land or other contributions for the improvement and/or expansion of the park or trails system.
- d. Geographic location, such as naming in relationship to an adjacent street.

Naming/renaming is also meant to be a permanent act to minimize confusion, encourage a thoughtful approach to naming, and to respect our City's history. Renaming current facilities should only be undertaken when clearly warranted.

II. Procedures

These procedures are meant to ensure that naming is approached in a consistent manner.

- a. Requests for naming or renaming of parks, trails, recreational facilities or natural areas shall be submitted to the Leisure Services Manager in writing. The request must contain at minimum the proposed name and reasons for the proposed name. If the request is to replace a current name, the request must contain a justification for renaming. In addition, requests should be accompanied by documentation attesting to community support for the proposed name, including signed letters or petitions.
- b. Upon receipt of a request for naming or renaming, the Leisure Services Manager shall evaluate whether the request complies with the guiding principles of this policy, authenticate supporting documents, and prepare and forward the information for the Commission's consideration.
- c. The naming or renaming request should be presented to the Commission at a public meeting within two months of receipt of the request by the Leisure Services Manager. The Commission is responsible for developing their recommendation concerning the request to be presented to the City Council.

- d. The Commission will allow for public input and comment on naming or renaming requests.
- e. At a subsequent public meeting, the City Council may consider the recommendation of the Commission and the Leisure Services Manager in reaching a final decision concerning the request.

The City Council approved Fundraising and Naming Recognition Policy will be used with this policy when and where applicable.

**City of Dubuque
City Council Meeting**

Consent Items # 012.

ITEM TITLE: Fiscal Year 2024 28E Agreement with Iowa Alcoholic Beverages Division (I-PLEDGE)

SUMMARY: City Manager recommending City Council approve the Fiscal Year 2024 I-PLEDGE 28E agreement with the Iowa Alcoholic Beverages Division.

SUGGESTED DISPOSITION: Suggested Disposition: Receive and File; Approve

ATTACHMENTS:

Description

MVM Memo

MVM Memo Ref FY24 IPLEDGE 28E Agreement

FY24 I PLEDGE 28E Agreement

Type

City Manager Memo

Staff Memo

Supporting Documentation



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: FY24 28E Agreement with Iowa Alcoholic Beverages Division (I-PLEDGE)

DATE: December 22, 2023

Chief of Police Jeremy Jensen is recommending City Council approve the FY24 I-PLEDGE 28E agreement with the Iowa Alcoholic Beverages Division.

The agreement requires the Department to conduct at least one check of these retailers per fiscal year. If a retailer is found to be out of compliance, the Department is required to conduct at least one follow up check.

As part of the agreement, the State of Iowa will reimburse the Dubuque Police Department \$75 per compliance check.

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


Michael C. Van Milligen

MCVM:sv
Attachment

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



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

December 21, 2023

TO: Michael C. Van Milligen
City Manager

FR: Jeremy Jensen
Chief of Police

RE: FY24 28E Agreement with Iowa Alcoholic Beverages Division (I-PLEDGE)

INTRODUCTION

This memo is to discuss the 28E agreement with the Iowa Alcoholic Beverages Division, I-PLEDGE Tobacco, Alternative Nicotine and Vapor Product Enforcement Program for FY24.

BACKGROUND

In FY23, the Dubuque Police Department has participated in the I-PLEDGE program in partnership with the Iowa Alcoholic Beverages Division. The I-PLEDGE program is a 28E agreement in which the Dubuque Police Department conducts compliance checks on retailers of tobacco, alternative nicotine and vapor products to confirm retailers are not selling these products to persons under the legal age. In 2020, the State of Iowa raised the legal age of purchase of these items from 18 to 21.

The agreement requires the Department to conduct at least one check of these retailers per fiscal year. If a retailer is found to be out of compliance, the Department is required to conduct at least one follow up check.

As part of the agreement, the State of Iowa will reimburse the Dubuque Police Department \$75 per compliance check.

Additionally, because a lot of the retailers that sell tobacco products also sell alcohol products, the Department also conducts checks related to the underage sale of alcoholic beverages. However, this is not part of I-PLEDGE 28E agreement.

CONCLUSION

The State of Iowa fiscal year starts in October, However, the agreement is from July 1, 2023 to June 30, 2024. It should be noted, the Dubuque Police Department has already been conducting checks within FY24.

ACTION REQUESTED

Review and approve the FY24 I-PLEDGE 28E agreement with the Iowa Alcoholic Beverages Division.



Kim Reynolds *Governor of Iowa*
Adam Gregg *Lieutenant Governor*

Stephen Larson *Administrator*

November 1, 2023

Dear I-PLEDGE Partner,

The Iowa Department of Revenue (IDR) invites your department to participate in the I-PLEDGE Tobacco, Alternative Nicotine and Vapor Product Enforcement Program for fiscal year 2024 (July 1, 2023 – June 30, 2024). The benefit of a partnership between IDR and law enforcement agencies is evidenced by the 91% statewide compliance rate obtained by tobacco retailers in FY2023.

In order to be an I-PLEDGE partner in fiscal year 2024, you must sign and return the enclosed 28E Agreement. After reviewing the agreement and verifying the contact information for your department, please sign the agreement on the last page and return the entire agreement in the self-addressed envelope provided. A copy of the executed agreement will be returned to your office along with an enforcement handbook.

It is important to remember that IDR is required to conduct one (1) compliance check of each tobacco, alternative nicotine and vapor product retailer during FY2024, with a repeat check of any business that fails the first compliance check. Section 5.1.2 of the 28E Agreement details the dates by which compliance checks need to be performed. Once compliance checks are completed, it is imperative that your department electronically submit compliance check results to IDR in a timely manner to ensure prompt payment to your department. Instructions on how to electronically submit compliance check results to IDR will be included in the enforcement handbook.

Keep in mind that alternative nicotine and vapor products are age-restricted according to Iowa Code § 453A.2, and therefore included as part of the I-PLEDGE program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products. Additional details regarding these age-restricted products will be included in the enforcement handbook.

On June 29, 2020, Governor Reynolds signed legislation which increased the state minimum age to purchase tobacco, alternative nicotine and vapor products from 18 to 21 years. State of Iowa law is reflective of the federal minimum age to purchase which was raised on December 20, 2019. Due to this law change, underage purchasers from the age of sixteen to twenty years old may be utilized in the program. If utilizing multiple underage purchasers to perform compliance checks, please ensure that a representative mix of 16, 17, 18, 19 and 20 year old underage purchasers are used when feasible.

The necessary materials to carry out the agreement will be sent to the contact person specified in Section 12.10 of the 28E Agreement. In the meantime, feel free to contact 515.281.7434 or iapledge@iowaabd.com with questions regarding the enclosed agreement.

Sincerely,

Jessica Ekman

Jessica Ekman
Tobacco Program Coordinator

28E AGREEMENT FOR TOBACCO, ALTERNATIVE NICOTINE AND VAPOR PRODUCT ENFORCEMENT

This agreement ("Agreement") is made and entered into on the Effective Date by and between the Iowa Department of Revenue ("IDR"), and Dubuque Police Department ("Department"). The parties agree as follows:

SECTION 1. IDENTITY OF THE PARTIES.

- 1.1 **IDR.** IDR is an agency of the State of Iowa is authorized, pursuant to Iowa Code chapter 453A and a memorandum of understanding with the Iowa Department of Health and Human Services, to provide enforcement for Iowa's tobacco, alternative nicotine, and vapor product laws. IDR's address for the purposes of this Agreement is: 1918 SE Hulsizer Road, Ankeny, Iowa 50021.
- 1.2 **Department.** The Department operates a duly-recognized Iowa law enforcement agency. The Department's address is: 770 Iowa St., Dubuque, IA 52001.

SECTION 2. PURPOSE. The parties have entered into this Agreement for the purpose of providing and funding tobacco, alternative nicotine, and vapor product enforcement activities in compliance with Iowa Code section 453A.2. The legal authority for this agreement is Iowa Code chapter 28E, Iowa Code section 453A.2, and MOU-2024-ABD01 Memorandum of Understanding between the Iowa Department of Health and Human Services Division of Tobacco Use and Prevention and Control and Iowa Department of Revenue.

SECTION 3. TERM. The term of the Agreement shall be from the aforementioned date through June 30, 2024, unless earlier terminated in accordance with the terms of the Agreement.

SECTION 4. FILING. Pursuant to Iowa Code section 28E.8, IDR shall electronically file the Agreement with the Iowa Secretary of State, after the Parties have executed the Agreement.

SECTION 5. RESPONSIBILITIES OF THE PARTIES.

- 5.1 **Responsibilities of the Department.**
 - 5.1.1 **Local Tobacco, Alternative Nicotine and Vapor Product Enforcement.** The Department shall provide tobacco, alternative nicotine, and vapor product enforcement of Iowa Code chapter 453A.
 - 5.1.2 **Compliance Checks.**
 - 5.1.2.1 "Compliance checks" means activity to enforce tobacco, alternative nicotine, and vapor product laws in accordance with Iowa Code section 453A.2 within the jurisdiction of the Department. Compliance checks also may include enforcement of Iowa Code section 453A.2 within additional jurisdictions upon agreement of the Parties. IDR shall make available to the Department the location of each tobacco, alternative nicotine, and vapor product permit holder subject to a compliance check by the Department at <https://tobacco.iowaabd.com/>.
 - 5.1.2.2 The Department shall perform one (1) **compliance check** of each tobacco, alternative nicotine and vapor product permit holder within

the jurisdiction of the Department during the term of the Agreement. Please note that alternative nicotine, and vapor products are age-restricted pursuant to Iowa Code section 453A.2 and are therefore included in the I-pledge program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products.

5.1.2.3 **The Department shall not begin to conduct any retailer compliance checks until October 1, 2023.**

5.1.2.4 The compliance check shall be completed and submitted for reimbursement to IDR by **February 15, 2024**. The Department should try to complete a compliance check of all seasonal businesses, such as golf courses, marinas, and bait shops, before the businesses close for the 2023 business year, but not before October 1, 2023. If the Department is unable to complete the compliance checks on seasonal businesses prior to the businesses close for the 2023 business year, the Department shall work with IDR to establish a plan for completing these compliance checks.

5.1.2.5 The Department shall conduct a second compliance check on any retailer that is found to be non-compliant during the first inspection. The second compliance check on the non-compliant retailer shall be completed and entered no later than **May 15, 2024**.

5.1.2.6 Clerks that fail compliance checks shall be ticketed criminally.

5.1.2.7 The Department shall, within seven (7) business days, notify the retail owner or manager of any violation. Within seventy-two (72) hours of the Department issuing a citation for a violation of Iowa Code § 453A.2(1) to a permit-holder or employee of a permit-holder, the Department must notify the local permit-issuing authority that issued the tobacco, alternative nicotine, and vapor product permit to the retailer where the offense was committed.

5.1.2.8 If the Department fails to complete and submit reimbursement for compliance checks to IDR by **February 15, 2024**, IDR will consult with the Department to establish a plan for completing the remaining compliance checks. In the event that the Department fails to execute the agreed upon plan, the Department agrees that IDR may authorize the Iowa State Patrol or other law enforcement agency to conduct any remaining compliance checks.

5.1.3 **Underage Purchaser Volunteers.** Utilization of underage purchaser volunteers is strongly encouraged, where feasible. The Department may compensate the underage purchasers involved in the compliance checks in a manner consistent with Section 6 . Underage purchasers from the age of sixteen to twenty years old may be utilized in the program. Keep in mind that the federal government (SYNAR) ***will not allow underage purchasers under the age of sixteen*** to be used to conduct compliance checks. Please ensure that the officers assigned to conduct the compliance checks do not work with an underage purchaser younger than age of sixteen. If utilizing multiple underage purchasers to perform compliance checks, please ensure that a representative mix of 16, 17, 18, 19 and 20 year old underage purchasers are used when feasible.

- 5.1.4 **Routine Enforcement.** In addition to conducting compliance checks, the Department agrees to regularly enforce underage tobacco, alternative nicotine and vapor product laws by ticketing underage offenders.
- 5.1.5 **Civil Proceedings.** The Department shall cooperate with city, county, and state prosecutors if civil permit proceedings are initiated against a tobacco, alternative nicotine, and vapor product permit holder. The Department shall also cooperate in proceedings against cited clerks and underage persons. Cooperation shall include, but not be limited to, sharing investigative reports and copies of issued citations, as well as providing witness statements and testimony.
- 5.1.6 **Compliance Reports.** The Department shall provide monthly reports to IDR in the manner prescribed by IDR.
- 5.1.7 **Miscellaneous.** The Department shall be responsible for the day-to-day administration of its tobacco, alternative nicotine, and vapor product enforcement activities. The Department shall provide all office space, equipment, and personnel necessary to conduct tobacco, alternative nicotine, and vapor product enforcement activities under the Agreement. The Department is solely responsible for the selection, hiring, disciplining, firing, and compensation of its officers.
- 5.2 **Responsibilities of IDR.**
 - 5.2.1 **Enforcement Guidance.** IDR shall provide guidance on tobacco, alternative nicotine, and vapor product enforcement to the Department, if needed, and cooperate with the Department in the performance of the Agreement.
 - 5.2.2 **Payment.** IDR shall pay the Department in the manner described in Section 6 of this Agreement.
 - 5.2.3 **Cooperation.** If IDR believes that any officer of the Department fails to perform duties in a manner that is consistent with the Agreement, IDR shall notify the Department. The Department shall then take such action as necessary to investigate and, if appropriate, discipline or reassign the officer away from tobacco, alternative nicotine, and vapor product enforcement activities. IDR shall have no authority to discipline or reassign an officer, except that IDR shall have the authority to stipulate that a particular officer not be assigned to provide services under the Agreement.
 - 5.2.4 **Insurance, Benefits, and Compensation.** IDR shall not provide for, nor pay, any employment costs of the Department's officers including, but not limited to, worker's compensation, unemployment insurance, health insurance, life insurance, and any other benefits or compensation, nor make any payroll payments with respect to the Department's officers. IDR shall have no liability whatsoever for all such employment costs or other expenses relating to, or for the benefit of, the Department's officers.

SECTION 6. PAYMENT TO DEPARTMENT.

- 6.1 **Method of Payment.** In consideration for providing the services required by the Agreement, the Department shall be paid on a flat fee basis of seventy-five dollars (\$75) per reported compliance check. The flat fee payment for each compliance check constitutes the full and exclusive remuneration for the compliance checks. For example, compensation of underage purchasers is the sole responsibility of the Department and is to be paid from the flat fee payment.

- 6.2 **Eligible Claims.** Compliance checks that are conducted on or after October 1, 2023 are eligible for payment provided that the results are reported in accordance with Section 5. Any compliance checks that were funded by a non-departmental entity are not eligible for payment.
- 6.3 **Allocations.** The costs of the services referred to in Section 6.1 shall be allocated as follows:
- 6.3.1 **Sole Activity.** Money paid to the Department, pursuant to the Agreement, shall be used to fund overtime of full- or part-time peace officer positions solely for tobacco, alternative nicotine and vapor product enforcement activities described in the Agreement. Money also shall be used for compensation, if any, of underage purchasers. In addition, the Department may use money paid pursuant to the Agreement for reasonable Department expenditures, including, but not limited to, officer training and equipment, provided that such expenditures do not impair the Department's ability to perform tobacco, alternative nicotine and vapor product enforcement activities.
- 6.4 **Payment in Arrears.** IDR shall verify the Department's performance and compliance with this Agreement before making payment. IDR shall pay all approved invoices in arrears and in conformance with Iowa Code section 8A.514. IDR may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code section 8A.514. Unless otherwise agreed in writing by the Parties, the Department shall not be entitled to receive any other payment or compensation from IDR or the State of Iowa for any Compliance Checks not compliant with this Agreement. The Department shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under this Agreement.

SECTION 7. ADMINISTRATION OF AGREEMENT. IDR and the Department shall jointly administer the Agreement.

SECTION 8. NO SEPARATE ADMINISTRATIVE ENTITY. No new or separate legal or administrative entity is created by the Agreement.

SECTION 9. NO PROPERTY ACQUIRED. IDR and the Department, in connection with the performance of the Agreement, shall acquire no real or personal property.

SECTION 10. TERMINATION.

- 10.1 **Termination for Convenience.** Following twenty (20) days written notice, either party may terminate the Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the Agreement to the terminating party up to and including the date of termination.
- 10.2 **Termination Due to Lack of Funds or Change in the Law.** Notwithstanding anything in this Agreement to the contrary, and subject to the limitations set forth below, IDR shall have the right to terminate this Agreement without penalty and without any advance notice as a result of any of the following:

- 10.2.1 The legislature or governor fail in the sole opinion of IDR to appropriate funds sufficient to allow IDR to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement;
 - 10.2.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by IDR to make any payment hereunder are insufficient or unavailable for any other reason as determined by IDR in its sole discretion;
 - 10.2.3 If IDR's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified;
 - 10.2.4 If IDR's duties, programs or responsibilities are modified or materially altered;
 - 10.2.5 If there is a decision of any court, administrative law judge, or an arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects IDR's ability to fulfill any of its obligations under this Agreement. IDR shall provide the Department with written notice of termination pursuant to this section.
- 10.3 **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for any party to declare another party in default of its obligations under the Agreement:
- 10.3.1 Failure to observe and perform any covenant, condition or obligation created by the Agreement;
 - 10.3.2 Failure to make substantial and timely progress toward performance of the Agreement;
 - 10.3.3 Failure of the party's work product and services to conform with any specifications noted herein;
 - 10.3.4 Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.
- 10.4 **Notice of Default.** If there occurs a default event under Section 10.3, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:
- 10.4.1 Immediately terminate the Agreement without additional written notice; or,
 - 10.4.2 Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

SECTION 11. CONTACT PERSON. At the time of execution of the Agreement, each party shall designate, in writing, a Contact Person to serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of the Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement.

SECTION 12. CONTRACT ADMINISTRATION.

- 12.1 **Amendments.** The Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to the Agreement must be fully executed by the parties.
- 12.2 **Third Party Beneficiaries.** There are no third party beneficiaries to the Agreement. The Agreement is intended only to benefit IDR and the Department.

- 12.3 **Choice of Law and Forum.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Agreement shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to IDR or the State of Iowa.
- 12.4 **Assignment and Delegation.** The Agreement may not be assigned, transferred, or conveyed in whole or in part without the prior written consent of the other party.
- 12.5 **Integration.** The Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in the Agreement.
- 12.6 **Headings or Captions.** The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.
- 12.7 **Not a Joint Venture.** Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the parties. Each party shall be deemed an independent contractor acting toward the expected mutual benefits. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to the Agreement.
- 12.8 **Supersedes Former Agreements.** The Agreement supersedes all prior Agreements between IDR and the Department for the services provided in connection with the Agreement.
- 12.9 **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of IDR and the Department, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach, the right to require performance with respect thereto, or to claim a breach with respect thereto.
- 12.10 **Notices.** Any and all notices, designations, consents, offers, acceptances, or any other communication provided for herein shall be given in writing by a reliable carrier which shall be addressed to the person listed below at the address specified. From time to time, the Parties may change the name and address of an individual designated to receive notice. Such change of the designated person shall be in writing to the other Party and as provided herein. Such change shall not require an amendment to this Agreement. Each such notice shall be deemed to have been provided:
- 12.10.1 At the time it is actually received; or,
- 12.10.2 Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
- 12.10.3 Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

Party: IDR
Name: Jessica Ekman
Title: Tobacco Program Coordinator
Address: 1918 SE Hulsizer Road

City, State Zip Code	Ankeny, Iowa 50021
Phone Number:	(515) 281-7434
E-mail Address	Ekman@iowaabd.com

Party:	The Department
Name:	Jeremy Jensen
Title:	Chief
Address:	770 Iowa St.
City, State Zip Code	Dubuque, 52001
Phone Number:	563-589-4410
E-mail Address	jjensen@cityofdubuque.org

- 12.11 **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies, or priorities allowed any party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied, or un-discharged.
- 12.12 **Severability.** If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.
- 12.13 **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Agreement.
- 12.14 **Authorization.** Each party to the Agreement represents and warrants to the other that:
- 12.14.1 It has the right, power, and authority to enter into and perform its obligations under the Agreement.
- 12.14.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery, and performance of the Agreement, and the Agreement constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.
- 12.15 **Successors in Interest.** All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.
- 12.16 **Record Retention and Access.** The Department shall maintain accurate, current, and complete records of the financial activity of this Agreement which sufficiently and properly document and calculate all charges billed to IDR throughout the term of this Agreement and for a period of at least three years following the date of final payment or completion of any required audit (whichever is later). If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later. The Department shall permit IDR, the Auditor of the State, or any other authorized representative of the State and, where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, electronically or optically stored and created records, or other records of the Department relating to invoices or payments or any other documentation or materials pertaining to this

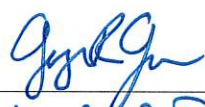
Agreement, wherever such records may be located. The Department shall not impose a charge for audit or examination of the Department's books and records. Based on the audit findings, IDR reserves the right to address the Contractor's board or other managing entity regarding performance and expenditures.

- 12.17 **Additional Provisions.** The parties agree that any Addendum, Rider, or Exhibit, attached hereto by the parties, shall be deemed incorporated herein by reference.
- 12.18 **Further Assurances and Corrective Instruments.** The parties agree that they shall, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Agreement.

SECTION 13. EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

Iowa Department of Revenue	
Signature	Date
Name:	
Title:	

Dubuque Police Department	
Signature 	Date 12/21/23
Name: Chief of Police	
Title: Jeremy R. Jensen	

**City of Dubuque
City Council Meeting**

**Items to be set for Public Hearing #
01.**

ITEM TITLE:	Proceedings to Set Public Hearing on the Issuance of Not to Exceed \$3,200,000, State Revolving Fund Sewer Revenue Loan		
SUMMARY:	City Manager recommending that a public hearing be set for January 16, 2024, on the proposition of selling not to exceed \$3,200,000 in State Revolving Fund Sewer Revenue Loan, the proceeds of which will be used to pay costs for Tamarack Sanitary Sewer Extension, Twin Ridge Sanitary Sewer Extension, and Granger Creek Lift Station Improvements.		
	RESOLUTION To fix a date for a public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed \$3,200,000		
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for January 16, 2024Suggested Disposition:		
<u>ATTACHMENTS:</u>			
Description			Type
MVM Memo			City Manager Memo
Staff Memo			Staff Memo
Resolution			Resolutions

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Proceedings to Set Public Hearing on the Issuance of Not to Exceed \$3,200,000, State Revolving Fund Sewer Revenue Loan

DATE: December 21, 2023

Chief Financial Officer Jennifer Larson recommends that a public hearing be set for January 16, 2024, on the proposition of selling not to exceed \$3,200,000 in State Revolving Fund Sewer Revenue Loan, the proceeds of which will be used to pay costs for Tamarack Sanitary Sewer Extension, Twin Ridge Sanitary Sewer Extension, and Granger Creek Lift Station Improvements.

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, Chief Financial Officer
Gus Psihoyos, City Engineer

TO: Michael C. Van Milligen, City Manger

FROM: Jennifer Larson, Chief Financial Officer

SUBJECT: Proceedings to Set Public Hearing on the Issuance of Not to Exceed
\$3,200,000, State Revolving Fund Sewer Revenue Loan

DATE: December 21, 2023

INTRODUCTION:

The purpose of this memorandum is to recommend the setting of a public hearing on the issuance of a not to exceed \$3,200,000 SRF Construction Loan. The proceeds of which will be used to fund the construction of Tamarack Sanitary Sewer Extension, Twin Ridge Sanitary Sewer Extension, and Granger Creek Lift Station Improvements.

DISCUSSION

In November 2021, the City issued a \$465,000 SRF Planning and Design Loan for the Tamarack Sanitary Sewer Extension, Twin Ridge Sanitary Sewer Extension, and Granger Creek Lift Station Improvements. The planning and design loan had a 0% interest rate and no initiation or servicing fees. The \$465,000 will be rolled into the SRF Construction Loan and is included in the issuance of not to exceed \$3,200,000 State Revolving Fund Sewer Revenue Loan.

Tamarack Sanitary Sewer Extension

In 1998 the City began to extend sanitary sewer along Granger Creek, for the Dubuque Technology Park development. The Granger Creek Interceptor sewer extension consisted of the Granger Creek Pump Station and approximately 17,600 LF of both 20 inch and 18" diameter pipe. In 2015, the City extended the interceptor sewer, continuing along Granger Creek and U.S. Highway 151/61, to the Dubuque Regional Airport. The GCIS extension increased Sewer Shed 4 to approximately 6,300 acres.

Since the GCIS and the extension to the Dubuque Regional Airport has been completed, several adjacent areas in or near Key West have connected to the City's sewer system, such as Table Mound Mobile Home park, Kerrigan Heights Subdivision, Truck Country, a portion of Twin Ridge Subdivision, and Silver Oaks Subdivision. Tamarack Business Park and the City's Crossroads Industrial Park, along with other adjacent parcels, are also able to be served by GCIS.

The City of Dubuque submitted a facility plan, based on the results of an intensive evaluation of the existing interceptor collection and pumping systems that convey sewage to the Water Resource Recovery Center (WRRRC), to Iowa Department of Natural Resources (IDNR), in September of 2021. The facility plan identified three improvement projects related to the Granger Creek Interceptor Sewer System: Granger Creek Lift Station Capacity Improvements, Twin Ridge Sanitary sewer Extension and lagoon abandonment and the Tamarack Sanitary Sewer Extension.

The Tamarack Sanitary Sewer Extension Project will extend sanitary sewer service to the existing unsewered commercial development, Tamarack Business Park, and provide future sanitary sewer service opportunities for the Crossroads Industrial Park area along with adjacent developed and undeveloped areas to the west.

The City selected Fehr Graham, as the design consultant, for this project through the RFP Process. The sanitary sewer design is based on the approved IDNR Facility plan, for the Granger Creek Interceptor Sewer Improvements. The sanitary sewer extension will cross under U.S. Highway 151/61, to the west, and continue along an unnamed tributary of Granger Creek and terminate at the south property line of the Crossroads Industrial Park property. The new sewer extension will provide direct access for the existing unsewered Tamarack Business Park development to connect to the City's sanitary sewer collection system, along with providing access to sewer service for adjacent developed and undeveloped areas to the north and west of Tamarack Business Park.

Upon completion of the project, a sanitary sewer connection fee will be established for the service area. The connection fee will be calculated by distributing the total project costs over the gross acreage served by the sewer extension. This will determine the sanitary sewer cost per acre. Future developments with connections to this sewer extension will be charged at the calculated fee per acre, for each acre that will be connected to the sewer extension.

Estimated project cost of Tamarack Sanitary Sewer Extension is \$1,657,572.

Twin Ridge Sanitary Sewer Extension and Lagoon Abandonment Project

The City of Dubuque submitted a facility plan, based on the results of an intensive evaluation of the existing interceptor collection and pumping systems that convey sewage to the Water Resource Recovery Center (WRRRC), to Iowa Department of Natural Resources (IDNR), in September of 2021. The facility plan identified three improvement projects related to the Granger Creek Interceptor Sewer System: Granger Creek Lift Station Capacity Improvements, Twin Ridge Sanitary sewer Extension and lagoon abandonment and the Tamarack Sanitary Sewer Extension.

The Twin Ridge Sanitary Sewer Extension and Lagoon Abandonment Project will extend the sanitary sewer gravity system and connect into the existing Twin Ridge Subdivision gravity sewer system along with abandoning the existing lagoon system. With the completion of this project the City will no longer need to permit, operate, and maintain the lagoon system and the parcel, currently occupied by the lagoon system, would then be available for redevelopment.

The City selected Origin Design as the design consultant for this project through the RFP Process. The sanitary sewer design is based on the approved IDNR Facility plan, for the Granger Creek Interceptor Sewer Improvements. The sanitary sewer extension will cross under U.S. Highway 151/61, to the west, and connect into the existing Twin Ridge Subdivision gravity sewer system. The lagoon system will be decommissioned and abandoned in accordance with IDNR regulations.

A sanitary sewer connection fee will not be established for the service area since the Twin Ridge Subdivision is currently served by a City owned sanitary sewer collection system.

Estimated project cost of Twin Ridge Sanitary Sewer Extension and Lagoon Abandonment Project is \$1,175,373.

Granger Creek Lift Station Improvements

The City of Dubuque submitted a facility plan, based on the results of an intensive evaluation of the existing interceptor collection and pumping systems that convey sewage to the Water Resource Recovery Center (WRRRC), to Iowa Department of Natural Resources (IDNR), in September of 2021. The facility plan identified three improvement projects related to the Granger Creek Interceptor Sewer System: Granger Creek Lift Station Capacity Improvements, Twin Ridge Sanitary sewer Extension and lagoon abandonment and the Tamarack Sanitary Sewer Extension.

The Granger Creek Lift Station Improvements Project will increase the firm pumping capacity of the existing Granger Creek Lift Station from 0.5 MGD to 2.9 MDG which will provide the needed capacity to serve existing and proposed developments within sewer shed 4.

The City selected Strand Associates, as the design consultant, for this project through the RFP Process. The Granger Creek Lift Station Improvements design is based on the approved IDNR Facility plan, for the Granger Creek Interceptor Sewer Improvements.

The increased pumping capacity is needed to serve additional areas that are now served by the original Granger Creek Interceptor Sewer (constructed in 1998) and the extension of the interceptor sewer to the Dubuque Regional Airport (constructed in 2015). The project will also provide upgrades to the existing Catfish Creek Lift Station. The installation of the new Granger Creek Lift Station control equipment, within the Catfish Creek Lift Station Building, will require some minor modifications to electrical fixtures and the replacement of the existing HVAC system, to be code compliant.

The installation of the new control equipment, for the upgraded Granger Creek Lift Station, will require the HVAC system to be replaced to ensure proper temperature control, for all electrical components, and proper ventilation for personnel entering the building. The new HVAC system will utilize some of the existing roof penetrations, used by the existing system, but will require modifications to the existing openings along with additional roof penetrations. The modified and additional roof openings will require the replacement of

the existing roofing system. The existing roofing system is in extremely poor condition and is not able to be modified to accommodate the changes.

Estimated project cost of Granger Creek Lift Station Improvements is \$1,062,672.

The State Revolving Capital Loan Notes will carry an annual 2.84% interest rate for 20 years, with an annual servicing fee of 0.25%. There is also a onetime 0.5% upfront loan origination fee.

ACTION TO BE TAKEN

I respectfully recommend the adoption of the enclosed resolution fixing the date of January 16, 2024, for a public hearing on the proposition of issuing not to exceed \$3,200,000 in State Revolving Fund Sewer Revenue Loan for Tamarack Sanitary Sewer Extension, Twin Ridge Sanitary Sewer Extension, and Granger Creek Lift Station Improvements.

Attachments

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Todd Irwin, Engineering Technician

December 20, 2023

VIA EMAIL

Jenny Larson
Chief Financial Officer
Dubuque, Iowa

Re: \$3,200,000 SRF Sewer Revenue Loan and Disbursement Agreement
File No. 430411-9

Dear Jenny:

We have prepared and attach proceedings for use at the January 3rd City Council meeting to set January 16th as the date for a hearing on the proposal to enter into the SRF Sewer Revenue Loan and Disbursement Agreement (the “Agreement”).

The documents attached include the following items:

1. Resolution fixing the date of meeting at which it is proposed to take action to enter into the Agreement. The form of notice is set out in Section 2 of the resolution.
2. Attestation Certificate with respect to the validity of the transcript.
3. Organization and Establishment Certificate.
4. Outstanding Debt Certificate with respect to the outstanding debt of the Sewer Utility.
5. Publication Certificate with respect to publication of the notice, to which must be attached the publisher’s affidavit of publication with a clipping of the notice as published.

The notice must be published at least once, not less than four (4) and not more than twenty (20) days before the meeting date set for the hearing, in a legal newspaper which has a general circulation in Dubuque. The last date on which this notice can be effectively published is January 12, 2024.

As soon as the notice appears in the newspaper, please have a copy scanned and emailed to me.

Please return one fully executed copy of these proceedings to us as soon as they are available.

Please call me if you have questions.

Best regards,

David D. Grossklaus

John P. Danos

Attachments

cc: Crenna Brumwell
Adrienne Breitfelder
Deron Muehring
Steve Brown
Todd Irwin
Tionna Pooler
Tracy Scebold
Tony Toigo
Lee Wagner

MINUTES TO SET DATE FOR HEARING
ON ENTERING INTO A LOAN AND
DISBURSEMENT AGREEMENT

430411-9 (N/I)

Dubuque, Iowa

January 3, 2024

The City Council of the City of Dubuque, Iowa, met on January 3, 2024, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, Dubuque, Iowa.

The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution hereinafter next set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the Council, the Mayor put the question upon the adoption of the said resolution and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION NO. _____

Resolution to fix a date for a public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed \$3,200,000

WHEREAS, the City of Dubuque (the “City”), in Dubuque County, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the “Utility”) in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the “Council”) and no board of trustees exists for this purpose; and

WHEREAS, pursuant to prior resolutions of the Council, the City has heretofore issued sewer revenue bonds or notes as set forth on attached outstanding debt certificate, and a portion of such prior sewer revenue debt remains outstanding (the “Outstanding Indebtedness”); and

WHEREAS, pursuant to the resolutions relating to and authorizing the Outstanding Indebtedness (the “Outstanding Bond Resolutions”) the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Indebtedness under the terms and conditions set forth in the Outstanding Bond Resolutions; and

WHEREAS, the City now proposes to enter into a Sewer Revenue Loan and Disbursement Agreement (the “Agreement”) and to borrow money thereunder in a principal amount not to exceed \$3,200,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Utility (the “Project”), and it is necessary to fix a date of meeting of the Council at which it is proposed to take action to enter into the Agreement and to give notice thereof as required by such law;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Dubuque, Iowa, as follows:

Section 1. This City Council shall meet on January 16, 2024, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once, not less than four (4) and not more than twenty (20) days before the meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE
PROCEEDINGS TO ENTER INTO A LOAN AND DISBURSEMENT AGREEMENT
IN A PRINCIPAL AMOUNT NOT TO EXCEED \$3,200,000

(SEWER REVENUE)

The City Council of the City of Dubuque, Iowa, will meet on January 16, 2024, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, for the purpose of instituting proceedings and taking action to enter into a loan and disbursement agreement (the “Agreement”) and to borrow money thereunder in a principal amount not to exceed \$3,200,000 for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Municipal Sanitary Sewer System (the “Utility”) of the City.

The Agreement will not constitute a general obligation of the City, nor will it be payable in any manner by taxation but, together with the City’s outstanding Sewer Revenue Indebtedness and any additional obligations of the City as may be hereafter issued and outstanding from time to time ranking on a parity therewith, will be payable solely and only from the Net Revenues of the Utility.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Agreement. After receiving objections, the City may determine to enter into the Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Dubuque, Iowa.

Adrienne Breitfelder
City Clerk

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the “Regulations”) of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project which is reasonably estimated to cost approximately \$3,200,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the “Bonds”), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved January 3, 2024.

Mayor

Attest:

City Clerk

• • • •

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE:

STATE OF IOWA
COUNTY OF DUBUQUE
CITY OF DUBUQUE

SS:

I, the undersigned, City Clerk of the City of Dubuque, Iowa, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for hearing on the City Council's proposal to take action in connection with a Sewer Revenue Loan and Disbursement Agreement.

WITNESS MY HAND this _____ day of _____, 2024.

City Clerk

ORGANIZATION AND ESTABLISHMENT CERTIFICATE:

STATE OF IOWA
COUNTY OF DUBUQUE
CITY OF DUBUQUE

SS:

I, the undersigned City Clerk, do hereby certify that the aforementioned City is organized and operating under the provisions of Title IX of the Code of Iowa and not under any special charter and that such City is operating under the Council-manager-ward form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

_____, Mayor
_____, City Manager
_____, Chief Financial Officer
_____, City Clerk
_____, City Treasurer
_____, Council Member/Mayor Pro Tem
_____, Council Member
_____, Council Member
_____, Council Member
_____, Council Member
_____, Council Member

And I do further certify that the City has provided for the office of Treasurer, and the Council has selected the Treasurer.

I further certify that the City established the Municipal Sanitary Sewer System (the "Utility") and that the Utility has been in continuous operation by the City since its establishment as aforesaid in supplying sanitary sewer service to the City and its inhabitants.

I further certify that the management and control of the Utility are vested in the City Council of the City, and that no board of trustees exists which has any part of the control and management of such Utility.

WITNESS MY HAND this ____ day of _____, 2024.

City Clerk

OUTSTANDING DEBT CERTIFICATE:

STATE OF IOWA
COUNTY OF DUBUQUE
CITY OF DUBUQUE

SS:

I, the undersigned, City Clerk of the City of Dubuque, Iowa (the “City”), do hereby certify that the City has no bonds or other obligations of any kind now outstanding which are secured by and payable from the revenues derived from the operation of the Municipal Sanitary Sewer System (the “Utility”), except as follows:

<u>Date</u>	<u>Type</u>	<u>Principal Amount Outstanding</u>	<u>Maturity</u>
-------------	-------------	---	-----------------

(Attach here a separate sheet listing any outstanding obligations of the City secured by and payable from the revenues of the Utility, excluding the proposed issue.)

WITNESS MY HAND this _____ day of _____, 2024.

City Clerk

PUBLICATION CERTIFICATE:

STATE OF IOWA

COUNTY OF DUBUQUE

SS:

CITY OF DUBUQUE

I, the undersigned, City Clerk of the City of Dubuque, Iowa, do hereby certify that pursuant to the resolution of its City Council fixing a date of meeting at which it is proposed to take action to enter into a loan and disbursement agreement, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2024.

City Clerk

(Attach here the publisher's original affidavit with clipping of the notice, as published.)

City of Dubuque City Council Meeting

Boards/Commissions # 01.

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.

Building Code Advisory and Appeals Board

Four, 3-Year Terms through January 1, 2027 (Expiring Terms of Brown for Alternate Electrical Construction Professional, Townsend for Electrical Construction Professional, Valaskey for HVAC Construction Professional, Wilderding for Multidisciplinary Representative, McNamer for Plumbing Construction Professional)

Applicants:

- Adam Brown, 686 S. Grandview Ave. (Qualifies for Electrical Construction Professional and Alternate Electrical Construction Professional)
- Phillip Heim, 911 Tressa St. (Qualifications to be confirmed by the 1/16 City Council meeting)
- Thomas Townsend, 1940 Amelia Dr. (Qualifies for Electrical Construction Professional and Alternate Electrical Construction Professional)
- Corey Valaskey, 1385 Alta Vista St. (Qualifies for HVAC Construction Professional and Alternate HVAC Construction Professional)

Equity and Human Rights Commission

One, 3-Year Term through January 1, 2027 (Expiring Term of Sampson Brown)

Applicants:

- Rick Baumhover, 601 Garfield Ave.
- David Heiar, 805 Carriage Hill Dr.
- Theresa Sampson Brown, 2285 Clydesdale Ct.

This commission is subject to the State of Iowa Gender Balance Law §69.16A.

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

Two 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.

Housing Appeals and Mediation Board

Four, 3-Year Terms through January 1, 2027 (Expiring Terms of Gotz, Hoffmann, Spence, and Sutton)

Applicants:

- Mary Gotz, 1844 Bennett St.
- Wendy Hopp, 2193 Southway Dr.
- Luke Hoffmann, 991 June Dr.
- Lynn Sutton, 445 Nevada St.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

Description	Type
Overview Sheet	Supporting Documentation
Building Code Advisory and Appeals Board Applications	Supporting Documentation
Equity and Human Rights Commission Applications	Supporting Documentation
Housing Appeals and Mediation Board Applications	Supporting Documentation
Gender Balance Iowa Code Section 69.16a	Supporting Documentation
Gender Balance Q&A Sheet	Supporting Documentation
Details and Openings	Supporting Documentation

**APPLICATIONS FOR CITY OF DUBUQUE
BOARDS AND COMMISSIONS
For Council Meeting,
Wednesday, January 3, 2024
6:30 p.m., Historic Federal Building, 350 W. 6th Street**

APPLICANTS ARE INVITED TO ADDRESS THE COUNCIL REGARDING THEIR APPLICATION FOR APPOINTMENT
--

Building Code Advisory and Appeals Board

Four, 3-Year Terms through January 1, 2027 (Expiring Terms of Brown for Alternate Electrical Construction Professional, Townsend for Electrical Construction Professional, Valaskey for HVAC Construction Professional, Wilderding for Multidisciplinary Representative, McNamer for Plumbing Construction Professional)

Applicants:

- Adam Brown, 686 S. Grandview Ave. (Qualifies for Electrical Construction Professional and Alternate Electrical Construction Professional)
- Phillip Heim, 911 Tressa St. (Qualifications to be confirmed by the 1/16 City Council meeting)
- Thomas Townsend, 1940 Amelia Dr. (Qualifies for Electrical Construction Professional and Alternate Electrical Construction Professional)
- Corey Valaskey, 1385 Alta Vista St. (Qualifies for HVAC Construction Professional)

Equity and Human Rights Commission

Two, 3-Year Terms through January 1, 2027 (Expiring Terms of Heiar, and Sampson Brown)

Applicants:

- Rick Baumhover, 601 Garfield Ave.
- Daid Heiar, 805 Carriage Hill Dr.
- Theresa Sampson Brown, 2285 Clydesdale Ct.

This commission is subject to the State of Iowa Gender Balance Law §69.16A.

9 Commissioners total; currently 4 males/2 females/ 3 opening

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Housing Appeals and Mediation Board

Four, 3-Year Terms through January 1, 2027 (Expiring Terms of Gotz, Hoffmann, Sutton, and Spence)

Applicants:

- Mary Gotz, 1844 Bennett St.
- Wendy Hopp, 2193 Southway Dr.
- Luke Hoffmann, 991 June Dr.
- Lynn Sutton, 445 Nevada St.

14-1A-6: BUILDING CODE ADVISORY AND APPEAL BOARD:

- A. Board Created: There is hereby created the building code advisory and appeal board.
- B. Purpose: The purpose of the board is to review proposed code adoptions and amendments for recommendation to the city council and to serve as an appeal body for the decisions of the code official.
- C. Internal Organization And Rules: The board may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code.
- D. Procedures For Operation: All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the board in all its operations.
- E. Membership:
1. The board comprises seven (7) residents of the city, appointed by the city council.
 2. Residents must be eighteen (18) years of age or older.
 3. Special experience and training qualifications:
 - a. One member must be a residential construction professional.
 - b. One member must be a commercial construction professional.
 - c. One member must be an electrical construction professional.
 - d. One member must be a plumbing construction professional.
 - e. One member must be a heating, ventilation, and air conditioning (HVAC) construction professional.
 - f. Two (2) multi-disciplinary representatives, which could be an architect, engineer, building designer, or general construction professional.
 4. Alternates: Alternate representatives shall be appointed for the residential construction professional, commercial construction professional, electrical construction professional, plumbing construction professional, and HVAC construction professional positions and shall be called upon to participate in the event of a conflict of interest or unavailability of the primary appointee.
- F. Oath: Each person, upon appointment 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.
- G. Terms: The term of office for members of the board is three (3) years or until such member's successor is appointed and qualified.
- H. Vacancies: Vacancies must be filled in the same manner as original appointments.
- I. Officers/Organization: The board must choose annually a Chairperson and Vice Chairperson, each to serve a term of one (1) year. The code official or the code official's designee shall serve as secretary of the board. The board must fill a vacancy among its officers for the remainder of the officer's unexpired term.
- J. Meetings:
1. Regular Meetings: The board must meet upon call of the Chairperson, the City Manager, or the City Manager's designee.
 2. Special Meetings: Special meetings may be called by the Chairperson or at the written request of a majority of the members.
 3. Open Meetings: All meetings must be called and held in conformance with the Iowa Open Meetings Law.
 4. Appeals: The board shall meet upon notice from the Chairman, within not less than ten (10) days and not more than ninety (90) days of the filing of an appeal, at stated periodic meetings, or at the written request of a majority of the members.
 5. Attendance:
 - a. In the event a member of the board has been absent for three (3) or more consecutive meetings of the board, without being excused by the Chairperson, such absence will be grounds for the board to recommend to the City Council that the position be declared vacant and a replacement appointed.
 - b. Attendance must be entered upon the minutes of all meetings.
 6. Minutes: A copy of the minutes of all regular and special meetings of the board must be filed with the City Council within ten (10) working days after each meeting, or by the next regularly scheduled City Council meeting, whichever is later.
 7. Quorum: Four (4) members of the board must be in attendance to constitute a quorum for the transaction of business. An affirmative vote of a majority of the members present and voting is necessary for the adoption of any motion or resolution.
- K. Compensation: Members serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official board business within the limits established in the City administrative policies and budget.
- L. Removal: The City Council may remove any member for cause upon written charges and after a public hearing.
- M. Powers: The board has the following powers, duties, and responsibilities:
1. To review proposed code adoptions and amendments for recommendation to the City Council.

2. To serve as an appeal body for the decisions of the Code official based upon the codes adopted by the City under Title 14 of this code.

3. When hearing an appeal:

a. The board may reverse or modify a decision of the code official only upon finding that:

(1) The true intent of the applicable code or the rules legally adopted thereunder have been incorrectly interpreted by the Code official; or

(2) The provisions of the applicable code do not fully apply; or

(3) An equal or better form of construction has been proposed and is appropriate.

b. The board shall require sufficient evidence or proof be submitted to substantiate any claims that an equal or better form of construction is appropriate.

c. In order to make a finding that an equal or better form of construction is appropriate the board must find the proposed material or method of construction is satisfactory for the use intended and complies with the provisions of this Code, and that the material, method, or work offered is, for the purpose intended, at least equivalent to that prescribed by this Code in suitability, strength, effectiveness, durability, fire resistance, and safety.

d. All appeal hearings shall be conducted in accordance with the procedures specified in this Code.

e. The board shall have no authority relative to interpretation of the administrative provisions of this Code nor shall the board be empowered to waive requirements of this Code.

N. Application For Appeal:

1. Any person affected by a decision of the code official or a notice or order issued under this Code shall have the right to appeal, provided a written application for appeal is filed within twenty (20) days after the decision, notice, or order was served.

2. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equal or better form of construction is proposed. The board may find a proposed form of construction to be equal or better.

O. Disqualification Of Member: A member shall not hear an appeal in which that member has a personal, professional, or financial interest.

P. Postponed Hearing: Either the City or the appellant may request a postponement of a hearing subject to the approval of the Code official. In no event may a postponement exceed ninety (90) days beyond the date of the appeal. (Ord. 21-16, 6-6-2016, eff. 7-1-2016; amd. Ord. 44-20, 12-7-2020)

Trish Gleason

From: noreply@civicplus.com
Sent: Friday, December 8, 2023 7:23 AM
To: Adrienne Breitfelder; Trish Gleason; Michael Belmont; Jeff Zasada; Jean Noel
Subject: Online Form Submittal: Board/Commission Application Form

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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: Building Code Advisory and Appeals Board

Name: Adam Brown

Please enter the best way to pronounce your name below: *Field not completed.*

How did you hear about City of Dubuque Boards and Commission? City of Dubuque Website

If other, please specify: *Field not completed.*

Gender (choose all that apply) Note: Some City Boards/Commissions are subject to the gender balance requirement in Iowa Code Section 69.16A Man

If trans or transgender please specify: *Field not completed.*

If another identity please specify:	<i>Field not completed.</i>
Street Address: PLEASE NOTE: you must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	686 S. Grandview Ave
City	Dubuque
State	IA
Zip Code:	52003
Preferred Phone Number:	563-542-6701
Email Address(es):	abrown@westphalec.com
Place of Employment:	Westphal & Co.
Business Phone Number:	563-690-0583
Job Title/ Duties:	Electrical Construction Estimator/Project Manager
Please list your experience, skills and or education that have prepared you for service on this board/commission:	I have just over 15 years in the electrical industry ranging from field foreman to project management. I hold state of Iowa Journeyman and Master Electrician licenses as well as a Wisconsin Master Electrician's license.
What contributions can you make or state reason for applying?	I am well versed in electrical theory and code. I have lived in Dubuque all of my life and know the community very well. My years in the field working along other trades has given me a well rounded understanding of many other trades skills and practices.
Describe your experience working in diverse environments:	Working in the skilled trades brings you in touch with many different people and personalities. Trade apprenticeships attract a wide and diverse breadth of people and cultures. Working alongside different walks of life was a great experience for me.
Describe your experience engaging other community members to gather their input and opinions:	I am currently participating in the 2024 Leadership Dubuque class and a good portion of this experience is meeting and working with local organizations in the private and non-profit world. Through these connections I have learned a lot more about where our community comes from and where it is going.

List two references: (Include their name and phone number)	Ron Thielen - 563-583-5749 Tom Townsend - 563-582-5947
Are you currently serving on other Boards, Commissions, or Committees?	Yes
If yes, which?	Building Code Advisory & Appeals Board (Electrical Professional Alternate)
Have you served on a Board, Commission, or Committee before?	No
If yes, which?	<i>Field not completed.</i>
Have you participated in the City Life program?	No
If so, when?	<i>Field not completed.</i>
Have you participated in the Intercultural Competency Program offered through the City of Dubuque or other organizations?	No
If yes to the above question, please list the organization that offered the program and the date of completion:?	<i>Field not completed.</i>
<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):	Adam Brown
Date:	11/8/2023

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**CITY OF DUBUQUE, IOWA
BOARD/COMMISSION APPLICATION**

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 reappointment requests require separate applications.

DATE: 10.25.2023

NAME: Phillip M Heim

Please enter the best way to pronounce your name below:
PRONUNCIATION: _____

**Example Name: Petrona Dominguez

**Pronunciation: [Peh-Tro-Nuh Dough-Mean-Gezz]

BOARD/COMMISSION APPLYING FOR: ① Finance / ② Construction
Appointed 11.6.23

How did you hear about City of Dubuque Boards and Commissions?

- ☐ City of Dubuque Website
- ☐ City Life or another City of Dubuque Program
- ☐ City of Dubuque social media
- ☒ Through a friend
- ☐ Other: Please specify: John McAndrews

GENDER (choose all that apply):

- ☒ Man
- ☐ Woman
- ☐ Trans or transgender (please specify): _____
- ☐ Another identity (please specify): _____

Note: Some City Boards/Commissions are subject to the gender balance requirement in Iowa Code Section 69.16A

(PLEASE NOTE: you must live within the City of Dubuque to be eligible for a city board or commission)

STREET ADDRESS: 911 Tressa Street

CITY, STATE and ZIP: Dubuque Iowa 52003

PREFERRED PHONE NUMBER: (563) 564-2411

E-MAIL ADDRESS(ES): pheim101@hotmail.com

JOB TITLE: Handy Andy OWNER

PLACE OF EMPLOYMENT: Handy Andy Self

You may attach additional pages if necessary.

PLEASE LIST YOUR EXPERIENCES, SKILLS, AND/OR EDUCATION THAT HAVE PREPARED YOU FOR SERVICE ON THIS BOARD/COMMISSION:

Finance class at U.N.I.
Continuing Education w/ Dave Ramsey "Financial Peace"

WHAT CONTRIBUTIONS CAN YOU MAKE OR STATE REASON FOR APPLYING:

I will try to be a voice for the people of Dubuque & make fair & honest decisions

DESCRIBE YOUR EXPERIENCE WORKING IN DIVERSE ENVIRONMENTS:

I've worked at Hodge and I have worked construction. IN both careers I work well w/ a variety of people

DESCRIBE YOUR EXPERIENCE ENGAGING OTHER COMMUNITY MEMBERS TO GATHER THEIR INPUT AND OPINIONS:

To do this takes work. You HAVE TO ASK, Listen and Watch. I ENJOY THIS WORK.

Are you currently serving on a City Board or Commission: YES _____ NO X ?

If yes, which? _____

Have you served on a City Board or Commission before: YES _____ NO X ?

If yes, which? _____

Have you participated in the City of Dubuque City Life Program: YES _____ NO X ?

If so, when? _____

Have you participated in an intercultural competency program offered through the City of Dubuque or other organizations: YES _____ NO X ?

If yes to the above question, please list the organization that offered the program and date of completion:

THESE SOUND LIKE GREAT PROGRAMS WHICH I AM HAPPY TO BE INVOLVED WITH

LIST TWO REFERENCES:

NAME: Nancy Espinoza PHONE NUMBER: 563 543 8052

NAME: John McAndrews PHONE NUMBER: 563 690 7705

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: _____

P Heim

Trish Gleason

From: noreply@civicplus.com
Sent: Tuesday, December 19, 2023 11:00 AM
To: Adrienne Breitfelder; Trish Gleason; Michael Belmont; Jeff Zasada; Jean Noel
Subject: Online Form Submittal: Board/Commission Application Form

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Board/Commission Application Form

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Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Building Code Advisory and Appeals Board

Name: Thomas Townsend

Please enter the best way to pronounce your name below: *Field not completed.*

How did you hear about City of Dubuque Boards and Commission? Other:

If other, please specify: Already on board

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>
Street Address: PLEASE NOTE: you must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	1940 Amelia Dr
City	Dubuque
State	IA
Zip Code:	52001
Preferred Phone Number:	563-543-4708
Email Address(es):	Tom@ibew704.com
Place of Employment:	IBEW Local 704
Business Phone Number:	563-582-5947
Job Title/ Duties:	Business Manager
Please list your experience, skills and or education that have prepared you for service on this board/commission:	Completed electrical apprenticeship, I hold a class a journeyman license. I represent 150 electricians in the Dubuque area. I am also a veteran of the US Navy where I served as an electrician on submarines.
What contributions can you make or state reason for applying?	I get feedback from many different contractors and electricians in the Dubuque area. I am and have been very involved in electrical issues in the city.
Describe your experience working in diverse environments:	As stated, I served in the US Navy with very diverse group of people. I have also worked in several states for a variety of contractors in various size and types of projects.
Describe your experience engaging other community members to gather their input and opinions:	I am very active in the community, as I have been a leader in my local for many years. Since becoming business manager I have been involved in many organizations and many committees.
List two references: (Include their name and phone number)	Jim Vormezelee (563) 451-8624 Andy Genthe (563) 599-5329

Are you currently serving on other Boards, Commissions, or Committees?

Yes

If yes, which?

I currently am the chair of the building code advisory and appeals board

Have you served on a Board, Commission, or Committee before?

Yes

If yes, which?

Dubuque Electrical Code Board

Have you participated in the City Life program?

No

If so, when?

Field not completed.

Have you participated in the Intercultural Competency Program offered through the City of Dubuque or other organizations?

No

If yes to the above question, please list the organization that offered the program and the date of completion:?

Field not completed.

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Signature (type your name here as electronic verification):

Thomas Townsend

Date:

12/19/2023

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Trish Gleason

From: noreply@civicplus.com
Sent: Thursday, December 7, 2023 7:38 AM
To: Adrienne Breitfelder; Trish Gleason; Michael Belmont; Jeff Zasada; Jean Noel
Subject: Online Form Submittal: Board/Commission Application Form

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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: Building Code Advisory and Appeals Board

Name: Corey Valaskey

Please enter the best way to pronounce your name below: *Field not completed.*

How did you hear about City of Dubuque Boards and Commission? Other:

If other, please specify: Past experience on the board

Gender (choose all that apply) Note: Some City Boards/Commissions are subject to the gender balance requirement in Iowa Code Section 69.16A Man

If trans or transgender please specify: *Field not completed.*

If another identity please specify:

Field not completed.

Street Address: PLEASE NOTE: you must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.

1385 Alta Vista

City

Dubuque

State

IOWA

Zip Code:

52001

Preferred Phone Number:

5635995545

Email Address(es):

cvalaskey@geislerbrothers.com

Place of Employment:

Geisler Brothers Co.

Business Phone Number:

5635837363

Job Title/ Duties:

Mechanical Engineer / Project Manager

Please list your experience, skills and or education that have prepared you for service on this board/commission:

BS - Mechanical Engineering
Professional Engineer - Iowa & Wisconsin
20+ years in the HVAC construction industry

What contributions can you make or state reason for applying?

Understanding of the construction and HVAC industry

Describe your experience working in diverse environments:

In my job I work with a wide range of people, each requiring separate talents to accomplish a shared goal.

Describe your experience engaging other community members to gather their input and opinions:

I look at situations from all points of view, to find the best outcome.

List two references: (Include their name and phone number)

Todd Geisler - Geisler Brothers Co., President - 563-583-7363
George Jackson - City of Dubuque, Mechanical Inspector - 563-589-4153

Are you currently serving on other Boards, Commissions, or Committees?

Yes

If yes, which?

Building Code and Advisory Appeals Board

Have you served on a Board, Commission, or Committee before?

Yes

If yes, which?

Building Code and Advisory Appeals Board
Mechanical Code Board
Mechanical/Plumbing Code Board

Have you participated in the City Life program?

No

If so, when?

Field not completed.

Have you participated in the Intercultural Competency Program offered through the City of Dubuque or other organizations?

No

If yes to the above question, please list the organization that offered the program and the date of completion:?

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):

Corey Valaskey

Date:

12/7/2023

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CHAPTER 2

EQUITY AND HUMAN RIGHTS COMMISSION

SECTION:

8-2-1: Commission Created

8-2-2: Purpose

8-2-3: Internal Organization And Rules

8-2-4: Procedures For Operation

8-2-5: Membership

8-2-6: Oath

8-2-7: Terms

8-2-8: Vacancies

8-2-9: Officers; Organization

8-2-10: Meetings

8-2-11: Compensation

8-2-12: Removal

8-2-13: Powers

8-2-14: Records To Be Public; Exceptions

8-2-15: Confidentiality Of Complaints

8-2-16: Subpoenas

8-2-1: COMMISSION CREATED:

There is hereby created the equity and human rights commission. (Ord. 45-15, 7-20-2015; amd. Ord. 33-21, 10-4-2021)

8-2-2: PURPOSE:

The purpose of the commission is to hold hearings, compel the production of evidence, and determine the merits of complaints alleging unfair or discriminatory practices in housing, employment, education, credit, or places of public accommodation; to investigate and study the existence, character, causes, and extent of inequity and discrimination and to attempt to eliminate inequity and discrimination by educating the public and promoting equity and human rights in the community; and to take action in the community to promote equitable and inclusive behavior and to eliminate discrimination and advance equity based on age, race, creed, color, sex, national origin, religion, ancestry, disability, marital status, familial status, sexual orientation, or gender identity. (Ord. 45-15, 7-20-2015; amd. Ord. 33-21, 10-4-2021)

8-2-3: INTERNAL ORGANIZATION AND RULES:

The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code. (Ord. 45-15, 7-20-2015)

8-2-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 45-15, 7-20-2015)

8-2-5: MEMBERSHIP:

A. The commission comprises nine (9) residents of the city, appointed by the city council from various racial, religious, cultural, and social groups within the city.

B. Residents must be eighteen (18) years of age or older.

C. Membership on the commission must comply with the provisions of Iowa Code section 69.16A, relating to gender balance. No person can be appointed or reappointed to the commission if that appointment or reappointment would cause the number of members of one gender to be greater than one-half ($\frac{1}{2}$) of the membership of the commission plus one. If the city has made a good faith effort to appoint a qualified person to fill a vacancy on the commission for a period of three (3) months but has been unable to make a compliant appointment, the city must utilize a fair and unbiased method of selecting the best qualified applicants. (Ord. 45-15, 7-20-2015)

8-2-6: OATH:

Each person, upon appointment or reappointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or reappointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 45-15, 7-20-2015)

8-2-7: TERMS:

The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. (Ord. 45-

15, 7-20-2015)

8-2-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 45-15, 7-20-2015)

8-2-9: OFFICERS; ORGANIZATION:

The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. The chairperson must appoint a secretary, who need not be a member of the commission. The commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 45-15, 7-20-2015)

8-2-10: MEETINGS:

- A. Regular Meetings: The commission must meet monthly.
- B. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.
- C. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.
- D. Attendance:
 - 1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.
 - 2. Attendance must be entered upon the minutes of all meetings.
- E. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after each meeting, or by the next regularly scheduled city council meeting, whichever is later.
- F. Quorum: Five (5) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 45-15, 7-20-2015)

8-2-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies and budget. (Ord. 45-15, 7-20-2015)

8-2-12: REMOVAL:

The city council may remove any commissioner for cause upon written charges and after public hearing. (Ord. 45-15, 7-20-2015)

8-2-13: POWERS:

The commission serves in an advisory capacity to the City Council and has the following powers, duties, and responsibilities:

- A. To investigate and study the existence, character, causes, and extent of inequity and discrimination in public accommodations, employment, apprenticeship programs, on the job training programs, vocational schools, other educational institutions, and housing in the city and to attempt the elimination of such inequity and discrimination through education, conciliation, and recommended changes to policy and practice.
- B. To hold hearings upon any complaint made against a person, an employer, an employment agency, a labor organization, or the employees or members thereof, to subpoena witnesses and compel their attendance at such hearings, to administer oaths and take the testimony of any person under oath and to compel such person, employer, employment agency, labor organization, or employees or members thereof, to produce for examination any books and papers relating to any matter involved in such complaint. The commission will issue subpoenas for witnesses in the same manner and for the same purpose on behalf of the respondent upon the respondent's request. Such hearings may be held by the commission, by any commissioner, or by any hearing examiner appointed by the commission. If a witness either fails or refuses to obey a subpoena issued by the commission, the commission may petition the district court having jurisdiction for issuance of a subpoena and the court must, in a proper case, issue the subpoena. Refusal to obey such subpoena is subject to punishment for contempt.
- C. To develop recommendations for actions to strengthen policies, practices, services and programs that will, in the judgment of the commission, promote equitable and inclusive behavior that tends to eliminate inequity and discrimination.
- D. To prepare and transmit to the Mayor and City Council from time to time, but not less often than once each year, reports describing its proceedings, hearings conducted, and the outcome thereof, decisions rendered, and the other work performed by the commission.
- E. To make recommendations to the City Council concerning advancing equity, promoting inclusion, and addressing discrimination in order to improve quality of life, livability and equity for all residents.
- F. To cooperate, within the limits of any appropriations made for its operation, with other agencies or organizations, both public and private, whose purposes are consistent with those of this chapter, in the planning and conducting of programs designed to advance equity or eliminate discrimination or cultural and intergroup tensions.
- G. To adopt, publish, amend, and rescind regulations consistent with and necessary for the civil rights enforcement provisions of this chapter.
- H. To receive, administer, dispense, and account for any restricted funds that may be voluntarily contributed to the commission and any grants that may be awarded the commission for furthering the purposes of this title. No disbursements will be made of any restricted funds without authority from the City Council. (Ord. 45-15, 7-20-2015; amd. Ord. 33-21, 10-4-2021)

8-2-14: RECORDS TO BE PUBLIC; EXCEPTIONS:

All records of the commission are public except charges, complaints, reports of investigations, statements, and other documents or records obtained in investigation of any charges. (Ord. 45-15, 7-20-2015)

8-2-15: CONFIDENTIALITY OF COMPLAINTS:

No member of the commission or its staff will disclose the filing of a charge, the information gathered during the investigation, or the endeavors to eliminate such discriminatory or unfair practice by conference, conciliation, or persuasion unless such disclosure is made in connection with the conduct of such investigation or after the commission has held a public hearing upon a complaint filed in connection with such charge. This section does not prevent any complainant, witness, or other person from publicizing the filing of a charge or complaint or the matter therein complained of. (Ord. 45-15, 7-20-2015)

8-2-16: SUBPOENAS:

The commission may issue subpoenas and order discovery in aid of investigations under this title. Such subpoenas and discovery may be ordered to the same extent and subject to the same limitations as would apply for county attorney subpoenas. (Ord. 45-15, 7-20-2015)

Trish Gleason

From: noreply@civicplus.com
Sent: Wednesday, September 6, 2023 11:30 AM
To: Adrienne Breitfelder; Trish Gleason; Gisella Aitken
Subject: Online Form Submittal: Board/Commission Application Form

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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: Equity and Human Rights Commission

Name: Rick Baumhover

Please enter the best way to pronounce your name below: RICK BAUMHOVER

How did you hear about City of Dubuque Boards and Commission? City of Dubuque Website, City of Dubuque Social Media, Through a Friend

If other, please specify: *Field not completed.*

Gender (choose all that apply) Note: Some City Boards/Commissions are subject to the gender balance requirement in Iowa Code Section 69.16A Man

If trans or transgender please specify: *Field not completed.*

If another identity please specify:

Field not completed.

Street Address: PLEASE NOTE: you must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.

601 Garfield avenue; apartment 105

City

dubuque

State

iowa

Zip Code:

52001

Preferred Phone Number:

563-495-1444

Email Address(es):

dbqhawk@yahoo.com

Place of Employment:

Dubuque advertiser; 365 magazine and Amazon Flex

Business Phone Number:

(563) 588-4365, (563) 588-0162

Job Title/ Duties:

delivery driver

Please list your experience, skills and or education that have prepared you for service on this board/commission:

i have served on several commissions/boards in the past and still currently serve on 2, i love my city and want to give back however i can.

What contributions can you make or state reason for applying?

i always have an open mind and believe that everyone is equal, nobody is better or worse than anyone else and it is our job to make everyone feel welcome and appreciated.

Describe your experience working in diverse environments:

i am friends with many people from many different races and backgrounds and i totally think and believe that everyone has a voice to listen to and to show empathy for and compassion and i welcome the opportunity to serve on this very important commission.

Describe your experience engaging other community members to gather their input and opinions:

Everyone has a voice, i will do my very best to listen to the very best of my ability and never have a closed mind on any matter or decision on whatever the situation may be.

List two references: (Include their name and phone number)

Nick Anderson 630-697-1275

Dawn Potter 563-599-4077

Are you currently serving on other Boards, Commissions, or Committees?

Yes

If yes, which?

housing commission and housing trust fund board.

Have you served on a Board, Commission, or Committee before?

Yes

If yes, which?

housing commission and cable tv commission.

Have you participated in the City Life program?

No

If so, when?

Field not completed.

Have you participated in the Intercultural Competency Program offered through the City of Dubuque or other organizations?

No

If yes to the above question, please list the organization that offered the program and the date of completion:?

Field not completed.

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Signature (type your name here as electronic verification):

Rick J Baumhover

Date:

September 6, 2023

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Trish Gleason

From: noreply@civicplus.com
Sent: Tuesday, December 5, 2023 7:26 PM
To: Adrienne Breitfelder; Trish Gleason; Gisella Aitken
Subject: Online Form Submittal: Board/Commission Application Form

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Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Equity and Human Rights Commission

Name: David J Heiar

Please enter the best way to pronounce your name below: David J Higher

How did you hear about City of Dubuque Boards and Commission? Other:

If other, please specify: notification from the City Clerk's office

Gender (choose all that apply) Note: Some City Boards/Commissions are subject to the gender balance requirement in Iowa Code Section 69.16A Man

If trans or transgender please specify: *Field not completed.*

If another identity please specify:	<i>Field not completed.</i>
Street Address: PLEASE NOTE: you must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	805 Carriage Hill Drive iowa
City	Dubuque
State	Iowa
Zip Code:	52003
Preferred Phone Number:	(563) 599-1223
Email Address(es):	daveheiar1@gmail.com
Place of Employment:	retired
Business Phone Number:	<i>Field not completed.</i>
Job Title/ Duties:	<i>Field not completed.</i>
Please list your experience, skills and or education that have prepared you for service on this board/commission:	Prior to my retirement in 2022, I committed 44 years to public service as a city administrator, city manager, and an economic development director. I worked for the cities of Bellevue, Manchester and Dubuque prior to my first retirement in 2013. I then helped establish the Jackson County Economic Alliance. These years of public service helped me to understand local government, and also taught me many skills in understanding and working with people from many backgrounds and of differing opinions.
What contributions can you make or state reason for applying?	I was appointed by the Council to this Commission in September of 2023. I am still learning about the role of the Commission in the few months I have been part of this group. In that short time frame, we have adopted goals, and I would like to be part of the implementation plan.
Describe your experience working in diverse environments:	A life in public service certainly made me aware of differences in opinions from the very beginning. However, it was not until I accepted a position with the City of Dubuque in 2005, that I had the opportunity to work with people who were racially and culturally different from me. In 2006, my wife accepted a teaching position at Lincoln elementary school. We quickly learned the roles diversity and poverty play in our society. I truly appreciated the intercultural competency training that was

required for all city employees. I also participated in a 3-day poverty training class at Loras College early in my employment with the city. I am an avid reader and continue to read books on equity, and on black/indigenous history/culture.

Describe your experience engaging other community members to gather their input and opinions:	As a local government official, it was critical to keep my mind, eyes and ears open to public input and concerns. In the Fall of 2022, I participated in a weekend seminar designed to help teach proven techniques for practicing sincere listening, leading effective dialogue and managing conflict. I also participated in the 7-part equity series of community conversations, facilitated by the Community Foundation and the Telegraph Herald. I served as a facilitator for small group discussions.
---	--

List two references: (Include their name and phone number)	Nicolas Hockenberry 319-512-9403 Anderson Sainci 863-430-8802
---	--

Are you currently serving on other Boards, Commissions, or Committees?	Yes
--	-----

If yes, which?	Equity and Human Rights Commission
----------------	------------------------------------

Have you served on a Board, Commission, or Committee before?	No
--	----

If yes, which?	<i>Field not completed.</i>
----------------	-----------------------------

Have you participated in the City Life program?	No
---	----

If so, when?	<i>Field not completed.</i>
--------------	-----------------------------

Have you participated in the Intercultural Competency Program offered through the City of Dubuque or other organizations?	Yes
---	-----

If yes to the above question, please list the organization that offered the program and the date of completion:?	City when I was employed as Economic Development Director
--	---

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

Signature (type your name here as electronic verification): David J Heiar

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Trish Gleason

From: noreply@civicplus.com
Sent: Wednesday, December 20, 2023 11:21 AM
To: Adrienne Breitfelder; Trish Gleason; Gisella Aitken
Subject: Online Form Submittal: Board/Commission Application Form

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Board/Commission Application Form

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Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Equity and Human Rights Commission

Name: Theresa Sampson Brown

Please enter the best way to pronounce your name below: Theresa Sampson Brown

How did you hear about City of Dubuque Boards and Commission? Other:

If other, please specify: Presently serving on the Commission.

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>
Street Address: PLEASE NOTE: you must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	2285 CLYDESDALE CT
City	DUBUQUE
State	Iowa
Zip Code:	52001-1550
Preferred Phone Number:	5634513792
Email Address(es):	tslaw05@outlook.com
Place of Employment:	State of Iowa, Dubuque Public Defender's Office
Business Phone Number:	563-582-9379
Job Title/ Duties:	Attorney
Please list your experience, skills and or education that have prepared you for service on this board/commission:	I am educated in law and have worked as a public defender for thirteen years. I represent a diverse population. This has enabled me to have great communication skills with all types of people. I educate people about the laws of Iowa and I look into the merits of each of my cases and decide the appropriate course of action.
What contributions can you make or state reason for applying?	I applied to the this Commission because I believe that everyone deserves to be treated fairly. I can contribute to this Commission with my expertise in law and all that involves. Especially my experience in reading laws and interpreting them, investigating claims, participating in hearings and reviewing evidence.
Describe your experience working in diverse environments:	I work in a very diverse environment. I represent the indigent people of Dubuque County that involves people from all races, genders, national origins, religions, ancestry, people with disabilities, marital status, familial status and sexual orientation.
Describe your experience engaging other community	During my career in law and previously in social work, I have worked on many committees that were intended to gather opinions and improve policies to make them more equitable

members to gather their input and opinions:	and just. Recently, while serving on the Equity and Human Rights Commission, I served on a sub-committee to work on the goals of the commission.
List two references: (Include their name and phone number)	Shea Chapin-515-669-1797 Stan Samson-563-495-3244
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which?	<i>Field not completed.</i>
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which?	Equity and Human Rights Commission
Have you participated in the City Life program?	No
If so, when?	<i>Field not completed.</i>
Have you participated in the Intercultural Competency Program offered through the City of Dubuque or other organizations?	No
If yes to the above question, please list the organization that offered the program and the date of completion:?	<i>Field not completed.</i>
<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):	Theresa Sampson Brown
Date:	12/20/2023

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14-1J-7: HOUSING APPEALS AND MEDIATION BOARD:

- 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 (10) 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 (10) 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, Chapters 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. (Ord. 30-16, 6-20-2016, eff. 7-1-2016; amd. Ord. 34-17, 7-5-2017; Ord. 50-20, 12-7-2020)

Trish Gleason

From: noreply@civicplus.com
Sent: Thursday, December 21, 2023 11:51 AM
To: Adrienne Breitfelder; Trish Gleason; Alexis Steger; Michael Belmont
Subject: Online Form Submittal: Board/Commission Application Form

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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: Mary Gotz

Please enter the best way to pronounce your name below: Gotts

How did you hear about City of Dubuque Boards and Commission? Other:

If other, please specify: Dubuque Area Landlord Association

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>
Street Address: PLEASE NOTE: you must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	1844 Bennett St
City	Dubuque
State	IA
Zip Code:	52001
Preferred Phone Number:	(563) 599-9390
Email Address(es):	mlgotz@hotmail.com
Place of Employment:	property owner
Business Phone Number:	(563) 599-9390
Job Title/ Duties:	Manager
Please list your experience, skills and or education that have prepared you for service on this board/commission:	I have over 40 yrs experience with rental properties. I have worked closely with the housing department in a personal way with my business as well as through the Dubuque Area Landlord Association and our regular meetings with city staff. I understand the construction of buildings, what is involved in maintaining a property and how the city expects us to conduct our business in regard to ordinances and inspections and fairness in our choice of residents.
What contributions can you make or state reason for applying?	I have had several years on this board and it has given me a chance to understand the full process of appeals from the city's view as well as those that come before our board as property owners. Sometimes understanding the full application of an ordinance and seeking the lawful application of such is an interesting part of serving on this board. I enjoy volunteering and find it not only interesting and fulfilling, as well as, useful to the community.
Describe your experience working in diverse environments:	I have been a part of the Inclusive Dubuque program in the past and at present am interested in the Fountain of Youth program and what it will offer for the advancement of yet

another group of people seeking housing. Our landlord association has been invited to their weekly meetings and I will be attending my first, hopefully next week.

Describe your experience engaging other community members to gather their input and opinions:

As a board member of the Dubuque Area Landlord Association, we have striven to engage a wide variety of speakers at our meetings to further the opportunities to help further the goal of the city with housing needs. We have invited city housing staff many times over the years, and recently, Caprice Jones to explain the Fountain of Youth program. I have also attended group sessions to discuss current problems with finding and maintaining housing concerning various ethnic groups and their need to be defended when problems arise and what they voice concerning discrimination.

List two references:
(Include their name and phone number)

Jerry Maro 563 543-8613
Gina Guerrero 563 220-2392

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 appeals and mediation

Have you participated in the City Life program?

No

If so, when?

Field not completed.

Have you participated in the Intercultural Competency Program offered through the City of Dubuque or other organizations?

No

If yes to the above question, please list the organization that offered the program and the date of completion:?

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): Mary Gotz

Date: 12/21/2023

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Trish Gleason

From: noreply@civicplus.com
Sent: Monday, August 7, 2023 5:32 PM
To: Adrienne Breitfelder; Trish Gleason; Alexis Steger; Michael Belmont
Subject: Online Form Submittal: Board/Commission Application Form

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Board/Commission Application Form

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Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Housing Appeals and Mediation Board

Name: Wendy Hopp

Please enter the best way to pronounce your name below: [When-Dee Hop]

How did you hear about City of Dubuque Boards and Commission? Other:

If other, please specify: A mailer about community and city boards. Also, from CCI.

Gender (choose all that apply) Note: Some City Boards/Commissions are subject to the gender balance requirement in Iowa Code Section 69.16A Woman

If trans or transgender please specify: *Field not completed.*

If another identity please specify:	<i>Field not completed.</i>
Street Address: PLEASE NOTE: you must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	2193 Southway DR
City	Dubuque
State	IA
Zip Code:	52002
Preferred Phone Number:	563-349-4777
Email Address(es):	wendy.hopp@gmail.com
Place of Employment:	Currently a Homemaker
Business Phone Number:	<i>Field not completed.</i>
Job Title/ Duties:	<i>Field not completed.</i>
Please list your experience, skills and or education that have prepared you for service on this board/commission:	I am an educator with a Masters Degree in TESOL (Teaching English to Speakers of Other Languages). I have also served as the president of the Kennedy Elementary PSA for two years in the past. During my time on the Kennedy PSA board I attended a DSCD Board Meeting and successfully got soccer goals installed at Kennedy Elementary. My teaching, para-educator, and volunteer experiences in the Dubuque schools have allowed me to grow as a skilled communicator and problem solver. I am also very comfortable with public speaking. My experiences as a student have also led me to be skilled in the areas of research and planning.
What contributions can you make or state reason for applying?	My passion about making my community a great place to live for all Dubuquers and for all living in Dubuque to have a home are my reasons for applying. In addition to the skills gained from my previous experiences described above, I can contribute a positive attitude, willingness to listen to all sides of a debate, and ability to communicate and work well with others.
Describe your experience working in diverse environments:	I have taught in both a community college and K-12 schools with students of a variety of socio-economic backgrounds , ages, and who speak a variety of first languages. Sometimes I helped these students access other resources to assist them and/or their families. Regardless of a student's background, my

goal has been to help them succeed in life and learning how to provide for themselves.

Describe your experience engaging other community members to gather their input and opinions:

I frequently use social media to gather input and opinions. However, I prefer in-person conversations. I recently attended a CCI meeting at Carnegie-Stout Library where the majority of our time was spent discussing how we can improve the housing situation in Dubuque.

List two references:
(Include their name and phone number)

Sarah Digman 563-599-0833 Jaime Izaguirre 515-282-0484

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 offered through the City of Dubuque or other organizations?

No

If yes to the above question, please list the organization that offered the program and the date of completion:?

Field not completed.

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Signature (type your name here as electronic verification): Wendy Hopp

Date: 08/07/2023

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Trish Gleason

From: noreply@civicplus.com
Sent: Friday, December 8, 2023 4:42 AM
To: Adrienne Breitfelder; Trish Gleason; Alexis Steger; Michael Belmont
Subject: Online Form Submittal: Board/Commission Application Form

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Board/Commission Application Form

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Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Housing Appeals and Mediation Board

Name: Luke Hoffmann

Please enter the best way to pronounce your name below: *Field not completed.*

How did you hear about City of Dubuque Boards and Commission? Other:

If other, please specify: on board previously

Gender (choose all that apply) Note: Some City Boards/Commissions are subject to the gender balance requirement in Iowa Code Section 69.16A Man

If trans or transgender please specify: *Field not completed.*

If another identity please specify:	<i>Field not completed.</i>
Street Address: PLEASE NOTE: you must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	991 June drive
City	Dubuque
State	IA
Zip Code:	52003
Preferred Phone Number:	5635433121
Email Address(es):	luke@rentcube.com
Place of Employment:	self employed
Business Phone Number:	5632770042
Job Title/ Duties:	owner
Please list your experience, skills and or education that have prepared you for service on this board/commission:	I own multiple rental properties in Dubuque and outside Dubuque. I am familiar with working with City staff and have encountered similar issues to what is brought to the board from others
What contributions can you make or state reason for applying?	I can give my experience as a landlord and investor to assist in reviewing items brought to the board.
Describe your experience working in diverse environments:	I own 5 companies and work in a variety of industries including real estate, construction, online commerce, capital raising, and education of youth.
Describe your experience engaging other community members to gather their input and opinions:	I started an online community of real estate investors in Dubuque about 6 years ago and we have grown the network to over 700 people. We collaborate and help each other solve day to day issues.
List two references: (Include their name and phone number)	Loren Hirschy-563-599-4479 Derek Olberding-563-582-3498

Are you currently serving on other Boards, Commissions, or Committees?

Yes

If yes, which?

Housing appeals and mediation

Have you served on a Board, Commission, or Committee before?

Yes

If yes, which?

Housing appeals and mediation

Have you participated in the City Life program?

No

If so, when?

Field not completed.

Have you participated in the Intercultural Competency Program offered through the City of Dubuque or other organizations?

No

If yes to the above question, please list the organization that offered the program and the date of completion:?

Field not completed.

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Signature (type your name here as electronic verification):

Luke hoffmann

Date:

12/8/23

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**CITY OF DUBUQUE, IOWA
BOARD/COMMISSION APPLICATION**

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 reappointment requests require separate applications.

DATE: 12/20/2023

NAME: Lynn Sutton

Please enter the best way to pronounce your name below:
PRONUNCIATION: _____

**Example Name: Petrona Dominguez

**Pronunciation: [Peh-Tro-Nuh Dough-Mean-Gezz]

BOARD/COMMISSION APPLYING FOR: Housing Appeal and Mediation

How did you hear about City of Dubuque Boards and Commissions?

- ☐ City of Dubuque Website
- ☐ City Life or another City of Dubuque Program
- ☐ City of Dubuque social media
- ☐ Through a friend
- ☐ Other: Please specify: Presently on the board

GENDER (choose all that apply):

- ☐ Man
- ☒ Woman
- ☐ Trans or transgender (please specify): _____
- ☐ Another identity (please specify): _____

Note: Some City Boards/Commissions are subject to the gender balance requirement in Iowa Code Section 69.16A

(PLEASE NOTE: you must live within the City of Dubuque to be eligible for a city board or commission)

STREET ADDRESS: 445 Nevada Street

CITY, STATE and ZIP: Dubuque, IA 52001

PREFERRED PHONE NUMBER: (563) 564-8865

E-MAIL ADDRESS(ES): Llook Good @ outlook.com

JOB TITLE: Assembler

PLACE OF EMPLOYMENT: Anderson Window

You may attach additional pages if necessary.

PLEASE LIST YOUR EXPERIENCES, SKILLS, AND/OR EDUCATION THAT HAVE PREPARED YOU FOR SERVICE ON THIS BOARD/COMMISSION:

I have served on the Housing Appeal Board
for the past 2 years, and would like to
continue another term

WHAT CONTRIBUTIONS CAN YOU MAKE OR STATE REASON FOR APPLYING:

I have served on the housing commission
I also advocate and mediate differences
between landlords and tenants

DESCRIBE YOUR EXPERIENCE WORKING IN DIVERSE ENVIRONMENTS:

Everyone is welcome and has a voice
to be heard. I always encourage them
to follow the right method for a concern
or complaint.

DESCRIBE YOUR EXPERIENCE ENGAGING OTHER COMMUNITY MEMBERS TO GATHER THEIR INPUT AND OPINIONS:

To help them take ownership of
what is happening

Are you currently serving on a City Board or Commission: YES ☒ NO ☐?
If yes, which? _____

Have you served on a City Board or Commission before: YES ☒ NO ☐?
If yes, which? _____

Have you participated in the City of Dubuque City Life Program: YES ☐ NO ☒?
If so, when? _____

Have you participated in an intercultural competency program offered through the City of Dubuque or other organizations: YES ☒ NO ☐?

If yes to the above question, please list the organization that offered the program and date of completion:

Intercultural Competency - 2018

LIST TWO REFERENCES:

NAME: Tom LeTudice PHONE NUMBER: 608-642-1269
NAME: Matt Zanger PHONE NUMBER: 563-581-2738

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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: Leym Sutton

69.16A Gender balance.

1. All appointive boards, commissions, committees, and councils of the state established by the Code, if not otherwise provided by law, shall be gender balanced. No person shall be appointed or reappointed to any board, commission, committee, or council established by the Code if that appointment or reappointment would cause the number of members of the board, commission, committee, or council of one gender to be greater than one-half the membership of the board, commission, committee, or council plus one if the board, commission, committee, or council is composed of an odd number of members. If the board, commission, committee, or council is composed of an even number of members, not more than one-half of the membership shall be of one gender. If there are multiple appointing authorities for a board, commission, committee, or council, they shall consult each other to avoid a violation of [this section](#).

2. All appointive boards, commissions, committees, and councils of a political subdivision of the state that are established by the Code, if not otherwise provided by law, shall be gender balanced as provided by [subsection 1](#) unless the political subdivision has made a good faith effort to appoint a qualified person to fill a vacancy on a board, commission, committee, or council in compliance with [subsection 1](#) for a period of three months but has been unable to make a compliant appointment. In complying with the requirements of [this subsection](#), political subdivisions shall utilize a fair and unbiased method of selecting the best qualified applicants. [This subsection](#) shall not prohibit an individual whose term expires prior to January 1, 2012, from being reappointed even though the reappointment continues an inequity in gender balance.

[86 Acts, ch 1245, §2041; 87 Acts, ch 218, §8; 88 Acts, ch 1150, §1; 2009 Acts, ch 162, §1, 2](#)

Referred to in §8D.3, 15F.102, 15H.3, 23.3, 28A.7, 35A.2, 80.28, 84A.1A, 84A.4, 135.43, 135.109, 142A.3, 148.2A, 155A.2A, 159A.13, 216A.12, 216A.92A, 216A.132, 216A.162, 217.43, 235B.1, 252B.22, 256.5A, 256.35A, 272.3, 273.15, 284.15, 303A.5, 314.22, 418.5, 455A.20, 455B.150, 514E.2, 542.4, 904A.2A

Q&A

New gender balanced boards requirements for cities

Iowa has required gender balance on state-level boards and commissions for many years, under Iowa Code section 69.16A. Last session, the General Assembly passed legislation that applies this requirement to the local level. This Q&A explains background on the legislation, the new requirements in the legislation for cities and how cities can comply.

Q: What are the new requirements for gender balance on city boards and commissions?

A: During the 2009 legislative session, legislation (HF243) was passed that extends to cities and counties gender balance requirement for all appointive boards, commissions, committees and councils created by the Iowa code. In other words, bodies cities are required to have under Iowa code when they provide certain functions or services, such as the planning and zoning commission, library boards and the board of adjustment, with appointed (not elected) members, must be gender balanced.

Q: What does 'gender balanced' mean?

A: Gender balance means if the body has an even number of appointees, it must be evenly made up of men and women. For example, three women and three men must serve on a six member board. If the body has an odd number of appointees, it must be "one half plus one" of either gender. For instance, if there are five members, three could be men and the other two women, or vice versa.

Q: When do the changes go into effect?

A: Cities must have gender balanced boards, commissions, committees and councils by January 1, 2012. This does not prohibit an individual whose term expires prior to January 1, 2012, from being reappointed even though the reappointment continues an inequity in gender balance; however, cities should start planning upcoming appointments now, to ensure gender balance is reached by that date. Making a chart of existing boards and upcoming vacancies, and/or keeping track of current appointments and necessary recruiting periods would be a good start to ensuring your city is tracking gender balance, and is prepared for the January 1, 2012 implementation date.

Q: Is there any option if my city simply cannot find a person to serve on the board or commission of the needed gender?

A: Yes. Under the new code section, cities that make a good faith effort to find a qualified person of the necessary gender to fill the position for a period of three months and are unable to do so may appoint a person to the position regardless of the gender balance requirement.

Q: What constitutes a "good faith effort"?

A: There is no hard and fast definition, but cities should be able to demonstrate a legitimate effort during the three month time period to recruit qualified members of the necessary gender, before appointing a member that creates gender imbalance. In addition, the legislation requires that cities must always "utilize a fair and unbiased method of selecting the best qualified applicants," regardless of gender.

Q: Is there a reporting requirement?

A: No. The legislation did not include a reporting requirement; however, many cities keep information on their boards and commissions—including current members—posted online, to better inform citizens of the makeup of local governing bodies.

Q: How can I recruit more women or men to volunteer for these positions?

A: The Commission on the Status of Women has prepared a guide to help cities learn how to recruit gender balanced boards and commissions. This resource can be found at www.women.iowa.gov/whats_new/index.html. The Commission also prepared a guide called the "Five Step Guide to City and County Boards and How to Get Appointed" to be used as a tool by interested women to learn more about how to get involved in city boards and commissions.

By Jessica Hyland Harder, League Government Affairs Counsel



Visit our booth, #62, at the fall League of Cities conference in Davenport!

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.



1601 Golden Aspen Drive, Suite 103 | Ames, Iowa 50010
515.233.0000 | 800.433.3469 | www.foxeng.com

WATER | WASTEWATER | SOLID WASTE

CITY OF DUBUQUE

BOARDS AND COMMISSIONS DETAILS AND OPENINGS

X / X / 24

Indicates openings within 2023

Open

Indicates Current Opening

Indicates board or commission is subject to the provisions of Iowa Code section 69.16A relating to gender balance

Indicates Public Member representing board or commission and appointed as a representative to a separate board or commission

AIRPORT COMMISSION

4 Yr. Term - Meets 4th Tuesday, 4 p.m., Airport Conf. Room

Public Member 1	Douglas	Brotherton	9/14/25
Public Member 2	Marianne	Kurtz-Weber	9/14/25
Public Member 3	Michael	Phillips	9/14/26
Public Member 4	Robert	Blocker	9/14/26
Public Member 5	Sue	Clemenson	9/14/24

AIRPORT ZONING BOARD OF ADJUSTMENTS

5 Yr. Term - Meets on Call

County Rep.	Laurie	Guy	2/15/26
County Rep.	Mary	Goebel	2/15/26
Public Member 1	Open	Open	unknown
ZBA Rep.	Rena	Stierman	3/25/27
ZBA Rep.	Jonathan	McCoy	3/25/26

AIRPORT ZONING COMMISSION

6 Yr. Term - Meets on Call

County Rep.	Open	Open	12/31/26
County Rep.	Mary	Goebel	12/31/26
Public Member 1	Open	Open	12/31/26
ZAC Rep.	Richard	Russell	7/1/24
ZAC Rep.	Matthew	Mulligan	7/1/25

ARTS AND CULTURAL AFFAIRS ADVISORY COMMISSION

3 Yr. Term - Meets 4th Tuesday, 3:30 p.m., MFC or Varied locations

Business Pro 1	Noelle	Chesney	6/30/24
In Cultural & Entertain Dist. 1	Paula	Neuhaus	6/30/24
Out Cultural & Entertain Dist. 1	Thomas	Robbins	6/30/24
Public Member 1	Shirley	Davis-Orwoll	6/30/25
Public Member 2	Doug	Donald	6/30/25
Public Member 3	Susan	Riedel	6/30/25
Public Member 4	Nicholas	Halder	6/30/25

BUILDING CODE ADVISORY AND APPEALS BOARD

3 Yr. Term -Meets 1st Thur., 4:30 p.m., Federal Bldg.

Altn. Commercial Construct Pro 1	Open	Open	1/1/24
Altn. Electrical Construct Pro 1	Adam	Brown	1/1/24
Altn. HVAC Construct Pro 1	Open	Open	1/1/24
Altn. Plumbing Construct Pro 1	Open	Open	1/1/24
Altn. Residential Construct Pro 1	Open	Open	1/1/24
Commercial Construct Pro 1	Open	Open	1/1/24
Electrical Construct Pro 1	Thomas	Townsend	1/1/24
HVAC Construct Pro 1	Corey	Valaskey	1/1/24
Multidisciplinary Rep. 1	C. Blaine	Schoenhard III	1/1/24
Multidisciplinary Rep. 2	Katrina	Wilberding	1/1/24
Plumbing Construct Pro 1	Daniel	Mc Namer	1/1/24
Residential Construct Pro 1	Open	Open	1/1/24

BOARD OF LIBRARY TRUSTEES

4 Yr. Term - Meets 4th Thur. 4 p.m., Library

Public Member 1	Andrew	Bland	7/1/26
Public Member 2	A. Alanda	Gregory	7/1/26
Public Member 3	Victor	Lieberman	7/1/27
Public Member 4	Pam	Mullin	7/1/27
Public Member 5	Robert	Armstrong	7/1/24
Public Member 6	Christina	Monk	7/1/24
Public Member 7	Greg	Gorton	7/1/25

CABLE TELEVISION COMMISSION

3 Yr. Term - Meets on Call., Varied locations

Public Member 1	Pauline	Maloney	7/1/26
Public Member 2	Georgina	Guerrero	7/1/26
Public Member 3	Ronald	Tigges	7/1/26
Public Member 4	Open	Open	7/1/24
Public Member 5	Jennifer	Tigges	7/1/24

CATFISH CREEK WATERSHED MANGT. AUTHORITY

4 Yr. term - Meets Quarterly

Public Member 1 **	Steven	Drahozal	7/16/24
Public Member 2	Jared	Mc Govern	7/16/24

CIVIC CENTER ADVISORY COMMISSION

3 Yr. Term - Meets last Mon. of each month, 3:30 p.m., Five Flags

Public Member 1	Danielle	Jacobs	6/29/24
Public Member 2	Mc Kenzie	Blau	6/29/25
Public Member 3	Brenda	Christner	6/29/25
Public Member 4	Bryce	Parks	6/29/24
Public Member 5	Rod	Bakke	6/29/25

CIVIL SERVICE COMMISSION

3 Year Term - Meets 2nd Wed., 4:15 p.m., City Hall

Public Member 1	Scott	Crabill	4/6/26
Public Member 2	Carla	Heathcote	4/6/24
Public Member 3	Daniel	White	4/6/25

COMMUNITY DEVELOPMENT ADVISORY COMMISSION

3 Yr. Term - Meets 3rd Wed., 5:30 p.m., Federal Bldg./Housing

Housing Commission Rep. 1	Renee	Kohoe	8/17/24
Low/Moderate Income Rep. 1	Kelly	Fox	2/15/26
Low/Moderate Income Rep. 2	Gerald	Hammel Jr.	2/15/24
Low/Moderate Income Rep. 3	Julie	Woodyard	2/15/24
Low/Moderate Income Rep. 4	Dominique	Jeter	2/15/25
Public Member 1	Sasha	Williams	2/15/24
Public Member 2 **	Dean	Boles	2/15/25
Public Member 3	Michelle	Hinke	2/15/25
Public Member 4	Gabriel	Mozena	2/15/26

Equity and Human Rights Commission

3 Yr. Term - Meets 2nd Tus. 4:30 p.m., MFC Conf. room 2

LONG RANGE PLANNING ADVISORY COMM.

3 Yr. Term - Meets 3rd Wed. 5:30 p.m., Federal Bldg.

Public Member 1	Carla	Anderson	1/1/25
Public Member 2	Enoc	Sanchez	1/1/26
Public Member 3	Matt	Zanger	1/1/26
Public Member 4	Jake	Kurczek	1/1/26
Public Member 5	Lauren	Link	1/1/24
Public Member 6	Theresa	Sampson	1/1/24
Public Member 7	Maitha	Jolet	1/1/25
Public Member 8	David	Heiar	1/1/24
Public Member 9	Michaela	Freiburger	1/1/25

HISTORIC PRESERVATION COMMISSION			
3 Yr. Term - Meets 3rd Thur., 5:30 p.m., Federal Bldg.			
Architect At-Large 1	Christina	Monk	7/1/26
Cathedral District 1	Open	Open	7/1/26
Jackson Park District 1	Janice	Esser	7/1/25
Langworthy District 1	Thea	Dement	7/1/26
Old Main District 1	Open	Open	7/1/24
Public Member 1	Melissa	Cassill	7/1/24
Public Member 2	William	Doyle	7/1/24
Public Member 3	Tim	Gau	7/1/24
West 11th District 1	Rick	Stuter	7/1/25
Interim District Rep. 1	Heidi	Pettit	Until district appointment made

HOUSING APPEALS AND MEDIATION BOARD			
3 - Yr. Term - Meets 3rd Tues., 4:30 p.m., Federal Bldg.			
Public Member 1	Mary	Gotz	1/1/24
Public Member 2	Luke	Hoffmann	1/1/24
Public Member 3	Gil	Spence	1/1/24
Public Member 4	Lynn	Sutton	1/1/24
Public Member 5	Jeff	Lenhart	1/1/24

HOUSING COMMISSION			
3 Yr. Term - Meets 4th Tues. (Jan, Aril, July, Oct), 4:00 p.m., Fed. Bldg.			
Public Member 1 **	Renee	Kohoe	8/17/24
Public Member 2	Ross	Janes	8/17/24
Public Member 3	Rick	Merfeld	8/17/24
Public Member 4	Margie	White	8/17/24
Public Member 5	Sam	Wooden	8/17/24
Public Member 6	Cathy	Dickens	8/17/25
Public Member 7	Julietta	Scott	8/17/26
Public Member 8 **	Rick	Baumhover	8/17/25
Public Member 9 ** **	Amy	Eudaley	8/17/26
Section 8 Rep. 1	Calvin	Jones	8/17/24

HOUSING TRUST FUND ADVISORY COMMITTEE			
3 Yr. Term - Meets as needed, 7:30 a.m., Federal Bldg.			
Housing Commission Rep. 1	Rick	Baumhover	8/17/25
Housing Commission Rep. 2	Amy	Eudaley	8/17/23
Public Member 1	Open	Open	8/17/25
Public Member 2	Jim	Holz	8/17/24
Public Member 3	Michelle	Becwar	8/17/24

INVESTMENT OVERSIGHT ADVISORY COMMISSION			
3 Yr. Term - Meets 4th Wed.(Jan., April, July, Oct.) 3 p.m., City Hall			
Public Member 1	Daniel	Garza	7/1/26
Public Member 2	Molly	Valaskey	7/1/24
Public Member 3	Phillip	Heim	7/1/24
Public Member 4	Joshua	Merritt	7/1/25
Public Member 5	Gary	Ruden	7/1/25

Housing Commission Rep. 1	Amy	Eudaley	8/17/23
Public Member 1	Mark	Ward	7/1/26
Public Member 2	Michael	Rabagia	7/1/26
Public Member 3	Tyler	Stoffel	7/1/24
Public Member 4	Beth	McGrath	7/1/24
Public Member 5	Cliff	Conrad	7/1/25
Public Member 6	Open	Open	7/1/25

PARKS AND RECREATION ADVISORY COMMISSION			
3 Yr. Term - Meets 2nd Tues., 4:30 p.m. MFC/Varied locations			
Public Member 1 **	Robin	Kennicker	6/30/26
Public Member 2	Ron	Axtell	6/30/26
Public Member 3	Jessica	Ochoa	6/30/26
Public Member 4	Jennifer	Tigges	6/30/24
Public Member 5	Lori	Ollendick	6/30/25
Public Member 6	Josh	Jorgenson	6/30/25
Public Member 7	Jason	Henkel	6/30/25

RESILIENT COMMUNITY ADVISORY COMMISSION			
3 Yr. Term - Meets 1st Thur. 5:00 p.m. , Jule Op. & Train. Center			
Commission Cross Rep. 1	Steven	Drahozal	7/16/24
Commission Cross Rep. 2	Robin	Kennicker	6/30/26
Commission Cross Rep. 3	Dean	Boles	2/15/25
Public Member 1	Sandra	Evans	7/1/25
Public Member 2	Adam	Hoffman	7/1/24
Public Member 3	Joshua	Chamberland	7/1/26
Public Member 4	Lalith	Jayawickrama	7/1/26
Public Member 5	Katharine	Connolly	7/1/24
Public Member 6	Jacob	Kohlhaas	7/1/25

TRANSIT ADVISORY BOARD			
3 Yr. Term - Meets 2nd Thur. Intermodal Transit Station			
Public Member 1	Open	Open	7/30/25
Public Member 2	Open	Open	7/30/26
Public Member 3	Greg	Orwoll	7/30/26
Public Member 4	Open	Open	7/30/26
Public Member 5	Matthew	Esser	7/30/24

ZONING ADVISORY COMMISSION			
3 Yr. Term - Meets 1st Wed., 6:00 p.m., Fed. Bldg..			
Public Member 1 **	Matthew	Mulligan	7/1/25
Public Member 2	Martha	Christ	7/1/26
Public Member 3	Carrie	Lohrmann	7/1/26
Public Member 4	Teri	Zuccaro	7/1/26
Public Member 5	Richard	Russell	7/1/24
Public Member 6	Ryan	Sempf	7/1/24
Public Member 7	Pat	Norton	7/1/25

ZONING BOARD OF ADJUSTMENTS			
5 Yr. Term - Meets 4th Thur., 5:30 p.m. Fed. Bldg..			
Public Member 1	Gwen	Kosel	3/25/24
Public Member 2 **	Keith	Ahlvin	3/25/25
Public Member 3	Jonathan	McCoy	3/25/26
Public Member 4	Rena	Stierman	3/25/27
Public Member 5	Matthew	Mauss	3/25/28

**City of Dubuque
City Council Meeting**

Action Items # 01.

ITEM TITLE: 3000 Jackson Dubuque Brewing and Malting Project Update
SUMMARY: City Manager submitting a status update on the Dubuque Brewing and Malting project at 3000 Jackson Street.
SUGGESTED DISPOSITION: Receive and File; PresentationSuggested Disposition:

ATTACHMENTS:

Description

MVM Memo

Staff Memo - 3000 Jackson Street

Type

City Manager Memo

Staff Memo



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: 3000 Jackson Dubuque Brewing and Malting Project Update

DATE: December 27, 2023

Housing & Community Development Director Alexis Steger is submitting a status update on the Dubuque Brewing and Malting project at 3000 Jackson Street.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Alexis Steger, Housing & Community Development Director
Jill Connors, Economic Development Director
Wally Wernimont, Planning Services Director
Michael Belmont, Asst. Housing & Comm Development Director



Housing & Community
Development Department
350 W 6th Street, Suite 312
Dubuque, Iowa 52001-4763
Office (563) 589-4230
<http://www.cityofdubuque.org>

TO: Michael C. Van Milligen, City Manager

FROM: Alexis M. Steger, Housing and Community Development Director

SUBJECT: 3000 Jackson Dubuque Brewing and Malting Project Update

DATE: December 27, 2023

INTRODUCTION

This memorandum provides a status update on the Dubuque Brewing and Malting project at 3000 Jackson Street.

BACKGROUND

On December 14, 2023 staff presented a memo to update the City Council providing the following information:

A preliminary bracing scheme and detail was provided and discussed. McClure engineering indicated they would submit final bracing plans by Friday December 15th. McClure engineering was requested to provide documentation that the proposed bracing system would provide reasonable assurance of public safety as well as documentation of their stated opinion that additional bracing is not needed in the East/West direction. Mr. Emerson also indicated that he would prepare and submit a timeline for this bracing work along with the debris nets around the towers.

DISCUSSION

Final bracing plans have not been submitted. No additional updates have been provided by Mr. Emerson, or by McClure engineering.

The bracing at the lintel on the Jackson street opening has been removed and replaced. However, we have not received the requested confirmation that this work was performed per the structural engineers specifications.

RECOMMENDATION

This memo is for information only.

CC: Jill Connors; Economic Development Director
Wally Wernimont, City Planner
Michael Belmont, Asst. Housing & Comm Development Director

**City of Dubuque
City Council Meeting**

Action Items # 02.

ITEM TITLE: City Council Appointments to Boards and Committees
SUMMARY: City Clerk requesting Mayor and City Council review of board and committee appointments for any changes for the 2024 calendar year.
SUGGESTED DISPOSITION: Suggested Disposition: Receive and File; Council

ATTACHMENTS:

Description	Type
Staff Memo	Staff Memo
City Council Boards and Committees - Spreadsheet View	Supporting Documentation
City Council Boards and Committees - Summary View	Supporting Documentation
Council Appointments by Name	Supporting Documentation



City Clerk's Office
City Hall
50 W. 13th Street
Dubuque, IA 52001-4864
(563) 589-4100 office
(563) 589-0890 fax
ctyclerk@cityofdubuque.org
www.cityofdubuque.org

TO: Mayor Brad M. Cavanagh and City Council Members

FROM: Adrienne N. Breitfelder, City Clerk

DATE: December 21, 2023

SUBJECT: Mayor and City Council Appointments to Various Boards and Committees

At the first regular City Council meeting of each year, the Mayor and City Council are requested to review their appointments to various boards and committees for any changes. The enclosed documents show the current Mayor and City Council board and committee appointments.

After all board and committee appointments are confirmed, the City Clerk's Office will notify all board and committee administrative staff of any changes to appointments.

Board/Commission	Name	Term	Representatives	Appointed By	Per	Meets
Conference Board	Cavanagh	Length of Term	Mayor and All Council members	Virtue of Position	State Law 441.2	Meetings called by City Assessor
	Sprank					
	Roussell					
	Jones					
	Farber					
	Resnick					
	Wethal					
Convention & Visitor's Bureau - Travel Dubuque - Board of Directors	Cavanagh	1 year term - July to June	Mayor	City Council	By-Laws	3rd Tuesday of each month at 4:00 pm except July and December
	Jones		1 Council member			
	Van Milligen		City Manager			
Convention and Visitors Bureau - Travel Dubuque - Advisory Board	Sprank	1 year term July to June	2 Council members	City Council with Convention and Visitor's Bureau Board of Directors approval	By-Laws	4th Thursday of February, May, August and November at 12:00 Noon
	Roussell					
Convention & Visitors Bureau - Travel Dubuque - Sister City Committee	Farber	3 year term - January 2025	1 Council member	City Council	Contracted Services Agreement	Monthly at 4:00 pm
	Adrienne Breitfelder, City Clerk		1 City staff representative			
County Resource Enhancement and Protection Act (REAP) Committee	Sprank	1 year term - August to July	1 Council member	City Council	Letter sent to Planning Services Manager each year requesting appointment	Annually on the 2nd Tuesday in August at 3:00 p.m.
Dubuque County Early Childhood Board	Wethal	3 year term - Jan 1, 2024	1 Council member	City Council with DCEC board approval	By-Laws and Iowa Code 256I	4th Wednesday of each month at 12 p.m. (Except July and December)
Dubuque County Emergency Management Commission	Amy Scheller, Fire Chief	1 year term Jan. to Dec.	Mayor or it's representative	Mayor	By-Laws Updated January 2018 and Iowa Code 29C.9	1st Tuesday of Feb., May, August and November @ 6:30 pm at the Fire Training Center
Dubuque Initiatives	Cavanagh	For Length of Term	Mayor	Virtue of Position	By-Laws	2nd and 4th Monday of each month at 12:00 Noon
Dubuque Initiatives	Resnick	For Length of Term	2 Council members	City Council		
	Farber					
	Van Milligen					
Dubuque Main Street Board of Directors	Roussell	1 year term Jan. to Dec.	1 Council member	City Council	By-Laws	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.
	Jill Connors		1 City staff representative	1 member appointed by the City Manager		
Dubuque Main Street Executive Committee	Roussell	1 year term Jan. to Dec.	1 Council member	City Council	By-Laws	3rd Thursday of each month at 11:30 am
	Jill Connors		1 City staff representative	1 member appointed by the City Manager		

Dubuque Metropolitan Area Solid Waste Agency	Jones	For Length of Term	2 Council members	City Council	28E Agreement and 455B Iowa Code	3rd Wednesday of each month at (Noon) 12:00 p.m.
	Resnick					
Dubuque Metropolitan Area Transportation Study (DMATS) Policy Committee	Cavanagh	For Length of Term	Mayor - Chair	Virtue of Position	By-Laws and Articles of Agreement	2nd Thursday of each month at 12 Noon
	Sprank		6 Council members			
	Roussell					
	Jones					
	Farber					
	Resnick					
	Wethal					
Dubuque Metropolitan Area Transportation Study (DMATS) Technical Advisory Committee	Cavanagh	For Length of Term	Mayor	Virtue of Position	By-Laws and Articles of Agreement	2nd Thursday of each month at 10:30
Dubuque Racing Association - Board of Directors	Cavanagh	1 year term - May 1 to April 30	3 Council members	City Council	By-Laws	4th Tuesday of each month at 12 Noon
	Jones					
	Sprank					
	Van Milligen		City Manager or his designee	Virtue of Position		
Dubuque Racing Association - Executive Committee	Van Milligen		City Manager	Dubuque Racing Association - Board of Directors	By-Laws	3rd Tuesday of each month at 12 Noon
East Centeal Intergovernmental Association (ECIA) Council	Cori Burbach, Asst. City Manager	Length of Term	Mayor or it's alternate	Virtue of Association jurisdiction	Articals of Agreement	3rd Wednesday of every other month at 5:00 p.m.
East Central Intergovernmental Association (ECIA) Executive Council	Cori Burbach, Asst. City Manager	Length of Term	Mayor or it's alternate	Membership of the ECIA Council	Articals of Agreement and By-Laws	3rd Wednesday of every other month at 4:30 p.m.
East Central Development Corporation (ECDC)	Cori Burbach, Asst. City Manager	Length of Term	Mayor or it's alternate	Open to all sitting ECIA Executive Committee Members	By-Laws	3rd Wednesday of every other month at 4:00 p.m.
Examining Board	Barry Lindahl	6 year term - May 2027	One person who is a resident of the assessor jurisdiction	Each voting unit of the conference board appoints a member to the examining board. Members of the Examining board shall not be a member of the Conference Board, a body which selects a member of the conference board, or the local board of review	State code 701-72.14 (441.3)	Upon receipt of the report of the examining Board a written notice to call a meeting to appoint an assessor
Four Mounds Foundation Board of Trustees	Resnick	1 year term - Jan. to Dec. with no limitations	1 City representative	City Council	By-Laws	3rd Monday of each month
Friends of the Mines of Spain Advisory Board	Wethal	1 year term - Jan. to Dec.	1 person designated by the City	City Council	28 E Agreement	No Less than one time a year. On average meets quarterly.
	Van Milligen - Project Manager		City Manager - Project Manager	Virtue of Position		

Greater Dubuque Development Corp. (GDDC) Board of Directors	Cavanagh	1 year term - July to June	Mayor	Virtue of Position	By-Laws	4th Tuesday (March, June, Sept., Dec.) at 8:30 a.m.
	Farber		2 Council members	City Council		
	Roussell					
	Van Milligen		City Manager	Virtue of Position		
	Jill Connors		Economic Development Director	Virtue of Position		
Greater Dubuque Development Corp. (GDDC) Executive Committee	Cavanagh	1 year term - July to June	Mayor	Virtue of Position	By-Laws	4th Tuesday of each month at 8:30 a.m. (March, June, Sept. and Dec. are in conjunction with Board of Directors)
	Van Milligen		City Manager	Virtue of Position		
Pre-Disaster Mitigation Plan Committee (PDMP)	Sprank	5 year term - January 2024	Up to 2 Council members	City Council	FEMA requirements	Meets once every five years to update the PDMP and review appointments
	Jones					
River Valley Initiative Foundation Board of Directors	Sprank	3 year term - January 2025	1 member from the City Council not currently on the GDDC Board	self-perpetuating, meaning the board members themselves recruit new members	By-Laws	Meets quarterly 7:30 AM

Mayor and City Council Members Latest Listings

Calendar Year 2024

Conference Board	
Meetings called by City Assessor	
Cavanagh	Length of Term
Sprank	Length of Term
Roussell	Length of Term
Jones	Length of Term
Farber	Length of Term
Resnick	Length of Term
Wethal	Length of Term

Convention & Visitor's Bureau - Travel Dubuque - Board of Directors	
3rd Tuesday of each month at 4:00 pm except July and December	
Cavanagh	1 year term - July to June
Jones	1 year term - July to June
Van Milligen	Virtue of Position

Convention and Visitors Bureau - Travel Dubuque - Advisory Board	
Monthly at 4:00 pm	
Sprank	1 year term July to June
Roussell	1 year term July to June

Convention & Visitors Bureau - Travel Dubuque - Sister City Committee	
Sister City Relationship Advisory Commission	
Monthly at 4:00 pm	
Farber	1 year term - August to July

County Resource Enhancement and Protection Act (REAP) Committee	
Annually on the 2nd Tuesday in August at 3:00 p.m.	
Sprank	1 year term - August to July

Dubuque County Early Childhood Board	
4th Wednesday of each month at 12 p.m. (Except July and December)	
Wethal	3 year term - Jan 1, 2024

Dubuque County Emergency Management Commission	
1st Tuesday of Feb., May, August and November @ 6:30 pm at the Fire Regional Emergency Response Training Facility, 14928 Public Safety Way	
Amy Scheller, Fire	1 year term Jan. to Dec.

Dubuque Initiatives	
2nd and 4th Monday of each month at 12:00 Noon	
Cavanagh	For Length of Term
Resnick	For Length of Term
Farber	For Length of Term
Van Milligen	For Length of Term

Dubuque Main Street Board of Directors	
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.	
Roussell	1 year term Jan. to Dec.
Jill Connors	1 year term Jan. to Dec.

Dubuque Main Street Executive Committee	
3rd Thursday of each month at 11:30 am	
Roussell	1 year term Jan. to Dec.
Jill Connors	1 year term Jan. to Dec.

Dubuque Metropolitan Area Solid Waste Agency	
3rd Wednesday of each month at (Noon) 12:00 p.m.	
Jones	For Length of Term
Resnick	For Length of Term

Dubuque Metropolitan Area Transportation Study (DMATS) Policy Committee	
2nd Thursday of each month at 12 Noon	
Cavanagh	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
Wethal	For Length of Term

Dubuque Metropolitan Area Transportation Study (DMATS) Technical Advisory Committee	
2nd Thursday of each month at 10:30	
Cavanagh	For Length of Term

Dubuque Racing Association - Board of Directors	
4th Tuesday of each month at 12 Noon	
Cavanagh	1 year term - May 1 to April 30
Jones	1 year term - May 1 to April 30
Sprank	1 year term - May 1 to April 30
Van Milligen	Virtue of Position

Examining Board	
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 2027

Four Mounds Foundation Board of Trustees	
3rd Monday of each month	
Resnick	1 year term - Jan. to Dec. with no limitations

Friends of the Mines of Spain Advisory Board	
No Less than one time a year. On average meets quarterly.	
Wethal	1 year term - Jan. to Dec.
Van Milligen - Project	Virtue of Position

Greater Dubuque Development Corp. (GDGC) Board of Directors	
4th Tuesday (March, June, Sept., Dec.) at 8:30 a.m.	
Cavanagh	1 year term - July to June
Farber	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

Greater Dubuque Development Corp. (GDGC) Executive Committee	
4th Tuesday of each month at 8:30 a.m. (March, June, Sept. and Dec. are in conjunction with Board of Directors)	
Cavanagh	Virtue of Position
Van Milligen	Virtue of Position

Pre-Disaster Mitigation Plan Committee (PDMP)	
Meets once every five	
Sprank	5 year term - January 2024
Jones	5 year term - January 2024

River Valley Initiative Foundation Board of Directors	
Meets quarterly 7:30 AM	
Sprank	3 year term - January 2025

Cavanagh	Area Council of Governments
	Conference Board
	Convention & Visitor's Bureau - Travel Dubuque - Board of Directors
	Dubuque County Emergency Management Commission
	Dubuque Initiatives
	Dubuque Metropolitan Area Transportation System (DMATS) Policy Committee
	Dubuque Metropolitan Area Transportation System (DMATS) Technical Advisory Committee
	Dubuque Racing Association - Board of Directors
	Greater Dubuque Development Corp. (GDDC) Board of Directors
	Greater Dubuque Development Corp. (GDDC) Executive Committee
Farber	Conference Board
	Convention & Visitors Bureau - Travel Dubuque - Sister City Relationships Advisory Commission
	Dubuque Initiatives
	Dubuque Metropolitan Area Transportation System (DMATS) Policy Committee
	Greater Dubuque Development Corp. (GDDC) Board of Directors
Jones	Conference Board
	Convention & Visitor's Bureau - Travel Dubuque - Board of Directors
	Dubuque Metropolitan Area Solid Waste Agency
	Dubuque Metropolitan Area Transportation System (DMATS) Policy Committee
	Dubuque Racing Association - Board of Directors
	Pre-Disaster Mitigation Plan Committee (PDMP)
Resnick	Conference Board
	Dubuque Initiatives
	Dubuque Metropolitan Area Solid Waste Agency
	Dubuque Metropolitan Area Transportation System (DMATS) Policy Committee
	Four Mounds Foundation Board of Trustees
Roussell	Conference Board
	Convention and Visitors Bureau - Travel Dubuque - Advisory Board
	Dubuque Main Street Board of Directors
	Dubuque Main Street Executive Committee
	Dubuque Metropolitan Area Transportation System (DMATS) Policy Committee
	Greater Dubuque Development Corp. (GDDC) Board of Directors
Sprank	Conference Board
	Convention and Visitors Bureau - Travel Dubuque - Advisory Board
	County Resource Enhancement and Protection Act (REAP) Committee
	Dubuque Metropolitan Area Transportation System (DMATS) Policy Committee
	Dubuque Racing Association Board of Directors
	Pre-Disaster Mitigation Plan Committee (PDMP)
	River Valley Initiative Foundation Board of Directors
Wethal	Conference Board
	Dubuque County Early Childhood Board
	Dubuque Metropolitan Area Transportation System (DMATS) Policy Committee
	Friends of the Mines of Spain Advisory Board
City Manager	Convention & Visitor's Bureau - Travel Dubuque - Board of Directors
	Dubuque Initiatives
	Dubuque Racing Association - Board of Directors
	Dubuque Racing Association - Executive Committee
	Greater Dubuque Development Corp. (GDDC) Board of Directors
	Greater Dubuque Development Corp. (GDDC) Executive Committee
	Friends of the Mines of Spain Advisory Board
Asst. City Manager	East Centeal Intergovernmental Association (ECIA) Council
	East Central Intergovernmental Association (ECIA) Executive Council
	East Central Development Corporation (ECDC)
City Clerk	Convention & Visitors Bureau - Travel Dubuque - Sister City Committee
Barry Lindahl	Examining Board
Fire Chief	Dubuque County Emergency Management Commission
Econ. Dev. Director	Dubuque Main Street Board of Directors
	Dubuque Main Street Executive Committee
	Greater Dubuque Development Corp. (GDDC) Board of Directors

City of Dubuque City Council Meeting

Action Items # 03.

ITEM TITLE: City Lease of Property from Dubuque Childcare Collaborative, LLC
SUMMARY: City Manager recommending City Council approve the Lease between the City of Dubuque and Dubuque Childcare Collaborative, LLC (DCC) for Unit 4.

RESOLUTION Approving a Lease between the City of Dubuque and Dubuque Childcare Collaborative, LLC
SUGGESTED DISPOSITION: Suggested Disposition: Receive and File; Adopt Resolution(s)

ATTACHMENTS:

Description

MVM Memo
Staff Memo I
Staff Memo II
Resolution
Agreement
Presentation_Uploaded 1.3.24

Type

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



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: City Lease of Property from Dubuque Childcare Collaborative, LLC

DATE: December 22, 2023

Senior Counsel Barry Lindahl, Chief Information Officer Chris Kohlmann, and Strategic Initiative Consultant Dave Lyons are recommending City Council approve the Lease between the City of Dubuque and Dubuque Childcare Collaborative, LLC (DCC) for Unit 4.

Unit 4 will be occupied by the City's Information Technology Department, Traffic Department, and Shared Data Center. The Lease is for a Term of five years. The City has the option to purchase Unit 4 at the end of the Term. The rent for Unit 4 is \$6,020.83 per month (\$10 per square foot annually x 7225 sq feet). The purchase price under the option will be \$1,000. The City will pay for any required improvements to Unit 4.

The Lease also provides for the City's payment of a portion of the maintenance, insurance and taxes for Unit 4 (12.08% of the total rentable square feet), approximately \$3.10 per square foot per year (\$1,866.46 per month).

In late 2022, City staff began communicating with Dubuque Initiatives, a local 501(C)3 non-profit community organization that was considering the purchase of 7900 Chavenelle Road for a multi-employer childcare center. Dubuque Initiatives faced a positive challenge in that this building (the former Medline Industries call center) while being made available at a highly discounted price to Dubuque Initiatives, also contained significantly more space than the multi-employer childcare center would need. The Dubuque Initiatives Board had determined to look for partners to fill the space that would be consistent with the Dubuque Initiatives Mission of improving local development and quality of life and that would not conflict with the operation of an adjacent childcare center.

The city has been considering relocation of the Information Technology (IT) Department and data center as part of an overall space study. Presently, 13 FTE's are located on the second floor of the City Hall Annex occupying approximately 2100 sq ft. of office, breakroom, storage, restrooms, and training room space with no room for expansion. Built in 1880, the 2-story building remains in fair to poor condition with water leaks due to roofing issues. The interior layout has been modified slightly but still has numerous

challenges with office layouts due to the building's previous usage, load bearing walls and usable floor space.

City IT and Engineering Traffic servers, storage and telecommunications have been placed at locations across the City, many of which are not optimal for physical, operational or security purposes

Over the past six months, in addition to working with Dubuque Initiatives, and Straka Johnson and Associates architectural firm, I have been collaborating with vendors ConvergeOne, Dell/EMC, Data Power Group and Communications Engineering on a final design and budget for this move. The scope of work includes design/construction plans for offices, shared workspaces, a Tier 3 Data Center, and all systems to support each of these areas.

In 2022, Dubuque Childcare Collaborative, LLC (DCC), a wholly owed subsidiary of Dubuque Initiatives, purchased the former Medline property in Dubuque Industrial Center West. DCC has established the 68,320 square foot building as a multiunit condominium project to be known as the Learning Campus Condominiums (the Project).

The Community Y childcare center is anticipated to open in January 2024 and the Dubuque Community School District pre-school center is anticipated to open in late August 2024. If approved, the City would anticipate being operational on-site for the data center yet this fiscal year and the City IS offices relocated shortly thereafter. There is no anticipated date for the County presence as yet.

The Data Center Construction is proposed in two phases.

Phase 1 Data Center

Phase 1 data center provides a complete turnkey data center for use by City of Dubuque tenants. The system is designed for a day one load of 100kW and future expansion to 175kW of electrical load for 5.8kW per cabinet (data rack.) The current generator at 7900 Chavenelle will be utilized. The Data Center water fire suppression system will be replaced with gas. The proposed UPS system that switches from building to generator power is modular and can be expanded in the future. The mechanical system will be designed for 70kW (N+1) redundancy on day one with provisions to build out to 175kW. Eighteen cabinets (data racks) will be fully built out.

Phase 2 Data Center

Phase 2 data center expands the data center to thirty (30) cabinets (data racks) with additional electrical capacity, redundant UPS, a 2nd generator, and additional cooling units. In phase 2 the city would offer the capacity for co-location services to non-city users.

The total capital costs for the office remodel and completion of Phase 1 and Phase 2 of data center construction are \$2,032,309.00.

Implementation is proposed in two phases with funding requested as follows:

Phase 1 Capital Costs FY2024

Office Remodel	\$ 465,309.00
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Data Center Phase 1	\$ 881,064.00
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Grand Total Phase 1	<u>\$1,346,373.00</u>
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Sources of Funding for Phase 1 Capital Costs are proposed as follows:

ARPA Broadband funding 5524000020-100-67990-ARPA	\$ 461,747.00
--	----------------------

Dubuque Industrial Center West TIF (McFadden Development Capital Improvement Project) 6052000016 360-2924	\$ 384,959.00
---	----------------------

Data Center CIP 7769900003-102-64900	<u>\$ 499,667.00</u>
	<u>\$1,346,373.00</u>

There is no funding requested in this memo for Data Center Phase 2, which is anticipated to be \$685,936.00. This amount will be submitted as an FY2025 capital project to be considered.

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



Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Barry Lindahl, Senior Counsel
Chris Kohlmann, Chief Information Officer
Dave Lyons, Strategic Initiative Consultant



Barry Lindahl, Senior Counsel
Chris Kohlmann, Information Services Manager
Dave Lyons, Strategic Initiative Consultant

M E M O

To: Michael C. Van Milligen
City Manager

DATE: December 20, 2023

RE: City Lease of Property from Dubuque Childcare Collaborative, LLC

In 2022, Dubuque Childcare Collaborative, LLC (DCC), a wholly owed subsidiary of Dubuque Initiatives, purchased the former Medline property in Dubuque Industrial Center West. DCC has established the 68,320 square foot building as a multiunit condominium project to be known as the Learning Campus Condominiums (the Project). See Attachment 1.

Units in the Project will be purchased and/or leased by Dubuque County, Dubuque Community School District, and the YMCA.

Attached is a proposed Lease between the City of Dubuque and DCC for Unit 4. Unit 4 will be occupied by the City's IT Department, Traffic Department and Shared Data Center. The Lease is for a Term of five years. The City has the option to purchase Unit 4 at the end of the Term.

The rent for Unit 4 is \$6,020.83 per month (\$10 per square foot annually x 7225 sq. feet). The purchase price under the option will be \$1,000.

The City will pay for any required improvements to Unit 4.

The Lease also provides for the City's payment of a portion of the maintenance, insurance and taxes for Unit 4 (12.08% of the total rentable square feet) , approximately \$3.10 per square foot per year (\$1,866.46 per month).

The Learning Campus Condominium Declaration, Attachment 2, establishes general common elements and facilities to the Project. The owners of units have an undivided

legal ownership in the common elements and facilities and are responsible for a proportionate share of the costs of maintaining the common elements and facilities.

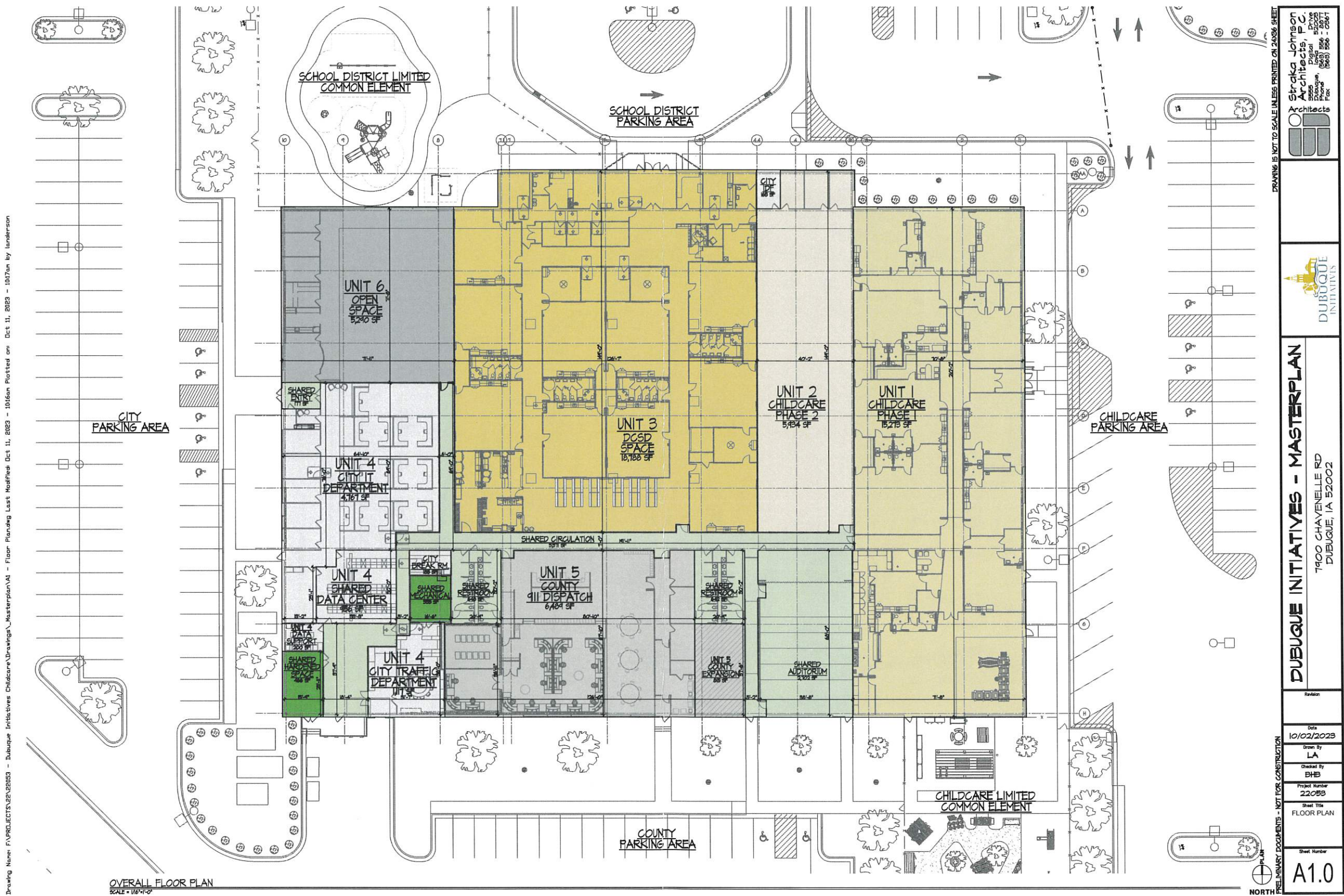
The operation of the Project is by a Council of Co-Owners of the units. The City is a member of the Council of Co-Owners. The Bylaws of the Council are Attachment 3.

The Community Y childcare center is anticipated to open in January 2024 and the Dubuque Community School District pre-school center is anticipated to open in late August 2024. If approved, the City would anticipate being operational on-site for the data center yet this fiscal year and the City IS offices relocated shortly thereafter. There is no anticipated date for the County presence as yet.

BAL:JLM

Attachments

cc: Crenna Brumwell, City Attorney



Drawing Name: F:\PROJECTS\22\22053 - Dubuque Initiatives Childcare\Drawings\Masterplan\C1 - Site Plan.dwg Last Modified: Oct 02, 2023 - 1:41pm Plotted on: Oct 02, 2023 - 1:41pm by landerson



OVERALL SITE PLAN
SCALE: 1" = 40'



DRAWING IS NOT TO SCALE UNLESS PRINTED ON 24X36 SHEET



DUBUGUE INITIATIVES - MASTERPLAN

7900 CHAVENELLE RD
DUBUQUE, IA 52002

Revision

Date
1/02/2023

LA

Checked by
BHE

Project Number
22053

Sheet Title
SITE PLAN

Sheet Number

C1.1

Prepared by and Return to: Flint Drake, 300 Main St., Suite 323, Dubuque, IA 52001 (563) 582-2000

LEARNING CAMPUS CONDOMINIUMS

DECLARATION OF SUBMISSION OF PROPERTY TO
HORIZONTAL REGIME

GRANTORS:

DUBUQUE CHILDCARE COLLABORATIVE, LLC
C/O Dubuque Initiatives
City Hall Annex
1300 Main St.
Dubuque, IA 52001

LEGAL DESCRIPTION:

Lot 2 of Lot 4 of Dubuque Industrial Center West in the City of Dubuque,
Dubuque County, Iowa

Table of Contents

Declaration of Submission of Property to Horizontal Regime Establishing a Plan for Condominium Ownership of Premises

Article I	Description of Land
Article II	Definitions
Article III	Description of Building
Article IV	Description of Condominium Units
Article V	Common Elements and Facilities
Article VI	Limited Common Elements and Facilities
Article VII	Ownership Interest
Article VII	Voting to Repair Property in the Event of Destruction
Article IX	Declarant's Reserved Rights and Powers
Article X	Management of Regime
Article XI	Maintenance, Alteration and Improvement
Article XII	Insurance and Casualty
Article XII	Termination
Article XIV	Amendments and Miscellaneous
Article XV	Conflicts
Article XVI	Letter of Compliance
	Signatures and Acknowledgment
Exhibit A	Floor Plans of LEARNING CAMPUS CONDOMINIUMS
Exhibit B	Bylaws
Exhibit C	Letter of Compliance

LEARNING CAMPUS CONDOMINIUMS
DECLARATION OF SUBMISSION
OF PROPERTY TO THE HORIZONTAL REGIME
ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF PREMISES

WHEREAS, DUBUQUE CHILDCARE COLLABORATIVE, LLC, of Dubuque, Iowa, hereinafter referred to as "Declarant", is the owner of a building and improvements on land known as 7900 Chavenelle Road, located in Dubuque, Dubuque County, Iowa; and

WHEREAS, Declarant desires to establish a condominium project under the Iowa Horizontal Property Act (Condominium) and submit it to the provisions of Chapter 499B of the Code of Iowa; and

WHEREAS, it is the intention of the Declarant to divide the property hereinafter set forth into condominiums thereby establishing a plan for the individual ownership of the condominium units in said building and the co-ownership of the remaining property by the individual owners as tenants in common, pursuant to the provisions of the aforesaid Horizontal Property Act; and

WHEREAS, Declarant desires and intends by filing this declaration to submit the property described herein and buildings and other improvements constructed thereon, together with all appurtenances thereto, to the provisions of the aforesaid act as a condominium project,

NOW, THEREFORE, Declarant does hereby publish and declare that all property described below is held and shall be held and conveyed subject to the following covenants, conditions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the division thereof into condominiums and shall be deemed to run with the land and shall be a burden and a benefit to the Declarant, its successors and assigns, and any person acquiring or owning an interest in the real property on their administrators, devisees and assigns.

ARTICLE I
DESCRIPTION OF LAND

The Land has an area of approximately 357,627 square feet (8.21 acres). The property has the street address of 7900 Chavenelle Road, Dubuque, IA and sits on the following legally described property:

Lot 2 of Lot 4 of Dubuque Industrial Center West in the City of Dubuque, Dubuque County, Iowa

ARTICLE II
DEFINITIONS

1. Declarant. The term "Declarant" shall mean the owner identified herein which owns the identified building and which has made and executed this Declaration.

2. Declaration. The term "Declaration" shall mean this instrument by which LEARNING CAMPUS CONDOMINIUMS is established as provided under the Horizontal Property Act.

3. Project. The term "Project" shall mean the entire parcel of real estate property referred to in this Declaration to be divided into condominiums, including all structures thereon.

4. Condominium Unit/Unit. "Condominium Unit," or "Unit" means the fee simple interest and title in and to a Unit together with an undivided interest in the general common elements and the appurtenant limited common elements thereto. The terms "Condominium Unit," or "Unit" are synonymous and are used interchangeably throughout this Declaration and the Bylaws.

5. Owner. "Owner" means a person, persons, firm, corporation, partnership, association or other legal entity, or any combination thereof, who own(s) an interest in one or more Condominium Units.

6. General Common Elements. See Article V.

7. Limited Common Elements. See Article VI.

8. Common Expenses. "Common expenses" means and includes expenses for maintenance, repair, operation, management, and administration; said term also means and includes expenses declared common expenses by the provisions of this declaration and the Bylaws of the Condominium Association, and all sums lawfully assessed against the general common elements by the Council of Co-Owners of LEARNING CAMPUS CONDOMINIUMS.

9. Condominium Documents. The term "Condominium Documents" means this Declaration, and all exhibits attached hereto, including the Bylaws of the Council of Co-Owners of LEARNING CAMPUS CONDOMINIUMS.

10. Plural and Gender. Whenever the context permits or requires, the singular shall include the plural and the plural the singular, and the use of any gender shall include all genders.

11. Severability. The invalidity of any covenant, restriction, agreement, undertaking or other provision of any condominium document shall not affect the validity of the remaining portions thereof.

12. Incorporation. Exhibits attached hereto and referred to herein are made a part of this Declaration with the same force and effect as other provisions of this document.

ARTICLE III

DESCRIPTION OF THE BUILDING

The building is a **one (1) story** building of 68,320 square feet with 236 parking spaces on the real estate adjoining the building. There are a total of six (6) condominium units. The foundation is constructed of steel reinforced slab concrete.

ARTICLE IV
DESCRIPTION OF CONDOMINIUM UNITS

The description of each Condominium Unit is as follows:

Unit	Square Footage (of Unit Only)
1 Childcare	15,273
2 Childcare	5,934
3 School Dist.	18,788
4 City	7,402
5 County	7,304
6 Open	5,290
TOTAL	59,991

There are no common areas within a Unit. Each Unit has the location, number of rooms, common area access, and configuration as shown on the floor plan attached hereto as Exhibit "A".

ARTICLE V
GENERAL COMMON ELEMENTS AND FACILITIES

The general common elements and facilities shall include all portions of the Project (land and improvements thereon) not included within any Condominium Unit, except such portions of the Project that are defined as limited common elements in the following Article. The general common elements also include, but are not limited to, the land, driveway areas, parking lot, pipes, wires, ducts, cables, conduits, public utility lines and installations of all central and utility services including but not limited to power, light, gas, hot and cold water, and heating, hallways and exterior doors used by more than one owner or Tenant and further including, but not limited to, those items and any other property commonly used by more than one Owner or Tenant of LEARNING CAMPUS CONDOMINIUMS. The Owner of a Condominium Unit shall not be deemed to own pipes, wires, conduits or other public utility lines running through its Unit which are utilized for or serve more than one Unit, except as a tenant in common with the Owner or Owners of any other Unit or Units which said pipes, wires, conduits or public utility lines may serve. The Owner of a Unit shall be deemed to own such other pipes, wires, conduits or other

public utility lines which run through its Unit, or are located outside of its Unit, which serve only said Unit and none other. The general common elements shall also include the foundations, exterior walls, yards, main sanitary sewer and water lines, the roof, and in general all devices or installations existing for the common use of all Condominium Units or Unit Owners.

ARTICLE VI
LIMITED COMMON ELEMENTS AND FACILITIES

There are no limited common elements and facilities for the Project except:

The Owners of Units 1 and 3 shall be entitled to exclusive use of the respective playground areas designated to each such Unit on the Floor Plan attached hereto and the playground areas so designated shall constitute a limited common element of such Units.

ARTICLE VII
OWNERSHIP INTEREST

The percentage interests which the Condominium Units bear to the entire Horizontal Property Regime, the sum of which equals 100%, are listed as follows;

Apartment	Percentage Interest
1	25.46%
2	9.89%
3	31.32%
4	12.34%
5	12.17%
6	8.82%

Each Owner shall be entitled to exclusive ownership and possession of its Condominium Unit. Each Owner shall be entitled to an undivided interest in the common elements in the percentage expressed above. The percentage of the undivided interest of each Owner in the common elements as expressed above shall have a permanent character and shall not be altered unless the common area is subdivided by the Declarant, in accordance with Article IX or all of the Owners consent as expressed in an amended declaration duly recorded. The percentage of the undivided interest in the common elements shall not be separated from the Unit to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Each Owner may use the common elements in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the other Owners.

There shall pass with the ownership of each Condominium Unit as a part thereof, whether or not separately described, all appurtenances to such Unit (whether such appurtenance is in the Bylaws), and no part of the appurtenant interest of any Unit may be sold, transferred or otherwise disposed of except in connection with the sale, transfer or other disposition of such Unit itself or of all Units in the regime.

An undivided interest in the Land and other common elements of the regime, regardless of whether such elements are general or limited common elements, shall be appurtenant to each Condominium Unit. The amount of such undivided interest appurtenant to each Unit shall be in the percentage set forth within this Article. The common parking spaces are available for use by all Owner's and their employees, invitees, customers and agents. Unit Owners shall use the driveways and parking areas in such a manner as to not obstruct or otherwise adversely impact another Unit Owner's use of the driveway and parking lot or the entrances to the building.

Appurtenant to each Unit shall be a right to use and enjoy the general common elements.

The exclusive use by Owners of the limited common elements shall be deemed an appurtenance of the Unit or Units for which said elements are reserved provided such use and enjoyment shall be limited to the uses permitted by this Declaration and other condominium documents.

Appurtenant to each Condominium Unit shall be membership in and a vote in the affairs of the Council (see Article X below) and of the regime provided, however, that the exercise of such voting and membership rights shall be subject to the applicable provisions of the Bylaws of the Council and of the other condominium documents. The action of such Council shall be deemed the action of the Owners; and such action, when taken in accordance with the Bylaws of the Council and this declaration shall be final and conclusive upon all Condominium Unit Owners.

Appurtenant to each Condominium Unit shall be an easement from each Unit to the Declarant allowing access to the Declarant and its agents for the purpose of the construction, development, rental and sale of adjoining Units. Declarant promises to keep the disruptive effect of this easement to a minimum and to cooperate with the Unit Owners in the accomplishment of same. This easement shall automatically terminate upon the sale or other transfer of the last unit owned by Declarant.

Appurtenant to each Condominium Unit shall be easements from each Unit Owner to each other Unit Owner and to the Council and from the Council to the respective Unit Owners as follows:

- (a) For ingress and egress through the common areas and for maintenance, repair and replacement as authorized;
- (b) Through the Units and common facilities for maintenance, repair and replacement or reconstruction of common elements, but access to Units shall be only during reasonable hours except in case of emergency;

- (c) Through the Units and common areas for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility or other services to the other Units in the common areas.

If any portion of the common elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the common elements, as a result of construction, or if any such encroachment shall occur hereafter as a result of settling or shifting of the Condominium Units or for any other reason, a valid easement for the encroachment and for the maintenance of same shall exist for so long as the Condominium Units stand. In the event any of the Condominium Units, or any adjoining common elements, shall be partially or totally destroyed as a result of casualty or condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the common elements upon any Unit or upon any portion of the common elements, due to this rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the Condominium Units shall stand. The foregoing encroachments shall not be construed to be encumbrances affecting the marketability of title to any Condominium Unit.

ARTICLE VIII

VOTING TO REPAIR PROPERTY IN THE EVENT OF DESTRUCTION

The Owners of the Condominium Units in LEARNING CAMPUS CONDOMINIUMS covenant and agree that voting shall be on a one (1) vote for each one percent (1%) (and a fractional vote for each fraction of a percent) of Ownership Interest as set forth in Article VII above. This method of voting shall be determinative of whether to rebuild, repair, restore or sell the property in the event of damage or destruction of all or part of the property shall be in accordance with the provisions of Chapter 499B of the Code of Iowa, this Declaration and Article VII of the Bylaws of the Council of Co-Owners of LEARNING CAMPUS CONDOMINIUMS, attached hereto, marked Exhibit "B" and by this reference made a part hereof. All agreements and determinations lawfully made by the Council shall be deemed to be binding on all Owners of Units, their tenants, successors, heirs, or assigns. Notwithstanding anything herein to the contrary, until such time as Declarant has sold the last Unit owned by Declarant, in addition to the voting rights established herein and in the Bylaws, Declarant shall have the right to veto any action otherwise approved by the Council.

ARTICLE IX

DECLARANT'S RESERVED RIGHTS AND POWERS

Declarant is irrevocably and perpetually empowered to sell, lease or rent any Units then owned by Declarant, to any person and any owner or tenant shall have the right to occupy such Unit pursuant to the applicable city or county ordinances. Use of the premises shall at all times be conducted in accordance with all federal, state and other municipal statutes, rules, ordinances, orders, requirements, or regulations specifically including but not limited to zoning ordinances and regulations of the applicable city or county.

Declarant also reserves the right to combine or subdivide the remaining Units that have not been sold or leased and the right to subdivide common areas up to the point in time that the Declarant no longer has an interest in LEARNING CAMPUS CONDOMINIUMS.

ARTICLE X
MANAGEMENT OF THE REGIME

The operation of the condominium shall be by the Council of Co-Owners of LEARNING CAMPUS CONDOMINIUMS. A copy of the Bylaws of said Council is attached hereto as Exhibit "B." Whenever a vote or other action of Unit Owners as a group is required, the mechanics of conducting such a vote or taking such action shall be under the control and supervision of the Council. The action of the Council shall constitute the action of the Owners whenever such action is permitted or required herein or by Chapter 499B of the Code of Iowa, as amended.

All Owners, tenants, and other persons using or occupying the regime shall be bound by and strictly comply with the provisions of the Bylaws and applicable provisions of the condominium documents and all agreements, regulations and determinations lawfully made by the Council and shall be binding on all such Owners and other persons. A failure to comply with the Bylaws or the provisions of the other condominium documents or any agreement or determination thus lawfully made shall be grounds for an action to recover sums due for damages on the part of the Council or any other Owner as applicable and any mandatory or other injunctive relief without waiving either remedy.

Each Owner agrees that the Council has and shall exercise all powers, rights, and authority granted unto it by Chapter 499B, Code of Iowa, as amended, and such as are more particularly set forth in the condominium documents, including but not limited to the making of assessments chargeable to the Owners and to pursue collection of any assessments that remain unpaid thirty (30) days after the due date thereof. The Council shall be entitled to recover the amount of the unpaid assessment plus interest at the rate of 9% per annum from the due date and any reasonable attorneys' fees incurred by the Council in collection of the assessment.

All Unit Owners, with the exception of the Declarant, shall be deemed to have waived all rights of partition, unless such partition is agreed to by the Council.

The members of the Council shall consist of all the record Owners of the units with LEARNING CAMPUS CONDOMINIUMS. After receiving the approval of the Council, change of membership in the Council shall be established by recording in the public records of Dubuque County, Iowa, a deed or other instrument establishing a record title to a Unit in LEARNING CAMPUS CONDOMINIUMS. The membership of the prior Owner shall be thereby terminated. Each Unit shall be entitled to cast its votes in the affairs of the Council and votes shall be counted based on each Owner's percentage ownership as described in Article VII.

All Owners shall promptly discharge any lien, except for a mortgage, which may hereafter be filed against their Condominium Units. If a lien is contested by an Owner, and such Owner takes steps to eliminate the lien through contest, Owner shall be considered to be in accordance with this provision.

No diminution or abatement of common expense assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements of the

common elements or from any action taken to comply with any law, ordinance or orders of a governmental authority.

Every member of the Council shall be indemnified by the Council against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon the member in connection with any proceeding to which the member may be a party, or in which the member may become involved, by reason of the member being or having been a member of the Council, or any settlement thereof, whether or not he is a member at the time such expenses are incurred, except in such cases wherein the member is adjudged guilty of willful misfeasance or malfeasance in the performance of the member's duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Council approves such settlement and reimbursement as being for the best interests of the Council. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such a member may be entitled.

ARTICLE XI

MAINTENANCE, ALTERATION AND IMPROVEMENT

Definitions. Certain terms used in this Article shall mean as follows, provided any dispute over the characterization of work within one of the following definitions shall be conclusively decided by the Council.

- (a) "Maintenance" or "repair" shall mean the act of maintaining, restoration, renovation, reconstruction, replacement, rebuilding and similar work necessary to preserve a Unit of the property in its original condition as completed.
- (b) "Improvement" shall mean the addition of a new structure element or facility, other than a structure, element or facility otherwise provided for by this Declaration or any Supplementary Declaration.

Maintenance by Council.

- (a) The Council shall maintain all general common elements and shall make assessments therefore as a common expense except where maintenance has been specifically made the responsibility of each Condominium Unit. For purposes of clarity, any unit that benefits from a limited common element shall be responsible for the maintenance of such limited common elements at such Owner's expense.
- (b) The Council shall repair incidental damage caused to a Unit through maintenance by the Council and shall assess the cost thereof as a common expense.
- (c) If a Condominium Unit Owner defaults on his responsibilities of maintenance, the Council shall assume such responsibilities and

shall assess the cost thereof against the Unit of such Owner and such assessment shall be collectible as if it were an assessment for common expense.

- (d) The Council may, in its discretion, assume responsibility for any maintenance project which requires reconstruction, repair, rebuilding, conservation, restoration or similar work to more than one Unit and the cost thereof may be in the discretion of the Council either assessed against each Unit on which such costs were incurred or assessed against all Units as a common expense according to the circumstances.
- (e) The common portions of the geothermal system, including the well, line and tank that feed the heating system, electrical system and plumbing system (the "Systems") are shared among the Condominium Units and maintenance, repair or replacement of such systems or component parts thereof shall be deemed a common expense and paid by the Council. Provided, however, that if any System is exclusive to a Unit or Units, the maintenance, repair or replacement of any elements of such a System shall be the responsibility of the Unit or Units that benefit from that System. In addition, if any maintenance, repair or replacement relates to an issue with a System component that is exclusive to a particular Unit, that Unit Owner shall be responsible for the cost thereof. For example, if a sink is not draining in one Unit and the cause originates in the Unit, that Unit Owner is responsible for any costs to address the issue. However, if the cause originates in the water and drainage distribution lines, then any costs to address such issue shall be deemed a common expense and paid by the Council.

Maintenance by Owner.

- (a) Each Condominium Unit Owner at its own expense shall maintain the interior, including the boundary surfaces, of such Units and its equipment, shall keep such interior in a clean and sanitary condition, shall do all redecorating, painting and other finishing which may at any time be necessary to maintain its Unit, and shall be responsible for the maintenance of all personalty including carpets, furnishing, equipment and appliances within such Unit.
- (b) The Owner of each Unit shall be responsible for maintaining, repairing or replacing any plumbing fixture located within the boundaries of its Unit and any portions of the HVAC system that services only the Unit of the Owner. The Owner shall also, at its own expense, keep in a clean and sanitary condition the Owner's Unit and any storage place which is for the exclusive use of such Unit.

- (c) The Unit Owner shall maintain, at its expense, any improvement or other alteration made by the Unit Owner.
- (d) The Owner of each Unit shall promptly report to the Council any defects or other maintenance needs which are the responsibility of the Council.
- (e) The Owner of a Unit that benefits from a limited common element shall be responsible for the maintenance, repair and replacement of such limited common element and costs thereof.

No Unit Owner shall make or permit to be made any structural alteration to a Unit without first obtaining written consent of the Council (which consent may be given by a general rule or regulation and which consent shall not be unreasonably withheld, conditioned, or delayed) which shall determine the proper insurance of such improvement or other alteration, and the effect of such improvement or alteration on insurance of other property of the regime, and which shall arrange with such Unit Owner for the payment of the cost of any additional insurance thereby required. Alterations to the exterior of any Unit or common element shall not be made if, in the opinion of the Council's architect or engineer, such alteration would negatively impact the structural integrity of the Building as a whole. Such Owner shall not act or do work which will impair the structural soundness or integrity of the Unit or safety of the property or impair any easement. The improvement or alteration of a Unit shall cause no increase or decrease in the number of ownership interests appurtenant to such Unit.

Whenever in the judgment of the Council the common elements shall require additions, alterations or improvements costing in excess of \$1,000.00, and the making of such additions, alterations or improvements shall have been approved by owners representing a majority of the total votes to all Units in the condominium as shown in Article VII, the Council shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a common charge. Any addition, alterations, or improvements costing \$1,000.00 or less may be made by the Council without approval of the Unit Owners, and the cost thereof shall constitute part of the common expenses.

ARTICLE XII

INSURANCE AND CASUALTY

Each Owner shall carry fire and extended insurance coverage on its Unit and any limited common elements that solely benefit its Unit in an amount equal to 100 percent of the full replacement value of its Unit and assigned limited common elements. In addition, and including the jointly owned property, if Unit Owners mutually agree (as evidenced by Owners' purchase of a joint policy in this regard), such insurance shall include coverage for all individually owned property including, but not limited to, interior walls, partitions, carpeting, fixtures and similar such property. Owner shall also maintain comprehensive general liability insurance in amounts not less than \$1,000,000.00 for bodily injury to any one person, \$1,000,000.00 bodily injury as a result of any one occurrence and \$2,000,000.00 in aggregate and \$1,000,000.00 property damage. Owner's obligation to provide insurance coverage for 100 percent of the full replacement value of the Unit and to maintain comprehensive general liability insurance in the amounts stated (or

revised amounts, as determined by the Council from time to time) shall remain in effect as long as Owner has an ownership interest in LEARNING CAMPUS CONDOMINIUMS. Such policies shall include mutual waiver of subrogation for general liability and workers' compensation insurance.

Insurance coverage for the general common elements will be the responsibility of the Council of Co-Owners. Premiums for such insurance shall be assessed to each unit owner on a pro rata division according to the Owner's percentage interest in the LEARNING CAMPUS CONDOMINIUMS and billed as a common expense. The Council of Co-Owners insurance shall include comprehensive general liability coverage in amounts not less than \$1,000,000.00 for bodily injury to any one person, \$1,000,000.00 bodily injury as a result of any one occurrence and \$2,000,000.00 in aggregate and \$1,000,000.00 property damage. Such insurance shall also include coverage for 100 percent of the full replacement value of the common elements and parking and drive areas. The Council may also obtain director's and officer's liability coverage in amounts determined by the Council.

ARTICLE XIII **TERMINATION**

(a) The condominiumization of LEARNING CAMPUS CONDOMINIUMS may be terminated in the following manner in addition to the manner provided by the Horizontal Property Act:

- (1) Destruction. In the event it is determined, in the manner elsewhere provided, that the building shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated in compliance with the provisions of Section 499B.8 of the Code of Iowa, as amended.
- (2) Agreement. The condominium may be terminated at any time by the approval in writing of all of the Owners of the condominium and by holders of all liens affecting any of the Units by filing an instrument to that effect, duly recorded, as provided in Section 499B.8 of the Code of Iowa, as amended. It shall be the duty of every Unit Owner and his respective lien holder to execute and deliver such instrument and to perform all acts in a manner and form that may be necessary to effect the sale of the project when at a meeting duly convened of the Council, the Owners of at least sixty-seven percent (67%) of the voting power, and all record Owners of mortgages upon Units in the regime, sell the project.
- (3) Certificate. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate signed by all of the Owners and the respective holders of all liens affecting their interest in the condominium, certifying as to the facts effecting the termination, which certificate shall become effective upon being

recorded in the office of the Dubuque County Recorder in Dubuque, Iowa.

- (b) After termination of the condominium, the project will be held as follows:
 - (1) The property shall be deemed to be owned in common by the Owners;
 - (2) The undivided interest in the property owned in common which shall appertain to each Unit Owner shall be the percentage of undivided interest previously owned by such Owner in the common area and facilities;
 - (3) Any liens affecting any of the condominiums shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Owner in the property; and
 - (4) After termination, all funds held by the Council, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the Owners in a percentage equal to the percentage of undivided interest owned by each Owner in the common elements; after first paying out of the respective shares of the Owners, to the extent sufficient for the purposes, all liens on the undivided interest in the property owned by each Owner.

(c) Following termination, the property may be partitioned and sold upon the application of any Owner. If the Council following a termination, by a vote of Owners representing not less than Fifty-One percent (51%) of the voting power, determines to accept an offer for the sale of the property, each Owner shall be bound to execute such deed and other documents reasonably required to effect such sale at such times and in such forms as the Council directs. In such event, any action for partition or other division of the property shall be held in abeyance pending such sale, and upon the consummation thereof shall be discontinued by all parties thereto. Any such sale refers to the improvements on the real estate only and is not intended to convey fee ownership interest in the underlying real estate.

ARTICLE XIV **AMENDMENTS AND MISCELLANEOUS**

Except as otherwise provided in this Declaration, this Declaration may be amended, and such amendment shall be made in the following manner:

- (a) Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered. Holders of a first mortgage of record shall receive notice of such proposed amendment as provided in the Bylaws of the Council.

- (b) Resolution. A resolution to adopt an amendment may be proposed by either the Council or by any Owner. Except as provided elsewhere, the resolution must be adopted by a vote of Owners representing not less than sixty-seven percent (67%) of the voting power, in person or by proxy; provided, however, no amendment effecting a substantial change in this Declaration or the Bylaws shall affect the rights of the holder of any such mortgage recorded prior to recordation of such amendment who does not join in the execution thereof and who does not approve said amendment in writing.
- (c) Bylaws. In the case of an amendment to this Declaration by reason of an amendment to the Bylaws, then in the manner specified in Article IX of such Bylaws.
- (d) Execution and Recording. An amendment adopted pursuant to (b) or (c) above shall be executed by an individual specifically delegated to do so with the formalities required by Chapter 499B of the Code of Iowa, as amended. Upon the recordation of such instrument in the office of the Dubuque County Recorder, the same shall be effective against any person owning an interest in a Unit or the regime.

No amendment shall change the percentage of ownership in the common elements appurtenant to a Unit, nor increase the Owner's share of the common expenses, unless the record Owner of the Unit concerned and all record owners of mortgages thereon shall affirmatively join in the adoption of such amendment.

ARTICLE XV **CONFLICTS**

Any provision of this Declaration or any of the exhibits attached hereto, or any section, sentence, clause, phrase or word, or the application thereof, or any circumstance, be it judicially held in conflict with the laws of the State of Iowa, then the remainder of this Declaration and the exhibits attached hereto and the application of any such provision, section, sentence, clause, phrase or word and other circumstances shall not be affected thereby.

ARTICLE XVI **COMPLIANCE**

This Declaration has been submitted to the City of Dubuque, Iowa and attached hereto as Exhibit "C" is the Letter of Compliance, indicating that the property substantially complies with the City of Dubuque Building Codes.

ARTICLE XVI **RIGHT OF FIRST OFFER**

In the event any Unit Owner desires to sell a Unit, the Unit Owner shall first notify the other Unit Owners of the seller's intent to negotiate a sale. The Offer price shall be the higher of either (a) the appraised value, or (b) the price determined by taking the amount the selling Unit

Owner originally paid for that Unit and adjusting that value using the monthly (non-seasonally adjusted) Consumer Price Index for all Urban Consumers (CPI-U) for all items in the Midwest. Regarding the appraisal, the Unit Owners shall agree upon an appraiser to conduct a fair market appraisal of the Unit to be offered for sale. Once the appraisal is complete, the selling Unit owner shall send notice to the other Unit Owners of their option to purchase the Unit at the Offer price (i.e., the higher of appraisal or CPI-U). The other Unit Owners shall then have thirty (30) days from the date of receipt of notice of the offer price in which to elect to purchase the Property by providing a written notice of its intent to purchase to the selling Unit Owner. The first Unit Owner to respond to the selling Unit Owner's offer shall be entitled to purchase the Unit. The seller shall provide an abstract of title providing that seller has marketable title to the Unit pursuant to Iowa law and Iowa's Land Title Standards. The transaction shall close as soon as reasonably practicable, but no later than 120 days of the date of effective exercise of the Right and the seller shall convey the Unit free and clear of all liens and encumbrances except those related to the Condominium regime and easements of record. If the selling Unit owner does not receive notice of any other Unit Owner's intent to purchase its Unit then the selling Unit Owner may freely market its Unit for sale or lease unencumbered by this provision.

IN WITNESS WHEREOF, signed effective this ____ day of _____, 2023 at Dubuque County, Iowa.

DUBUQUE CHILDCARE COLLABORATIVE, LLC

By: Dubuque Initiatives, Its Sole Member

By: _____
Its President

STATE OF IOWA)
COUNTY OF DUBUQUE) ss:

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the President of Dubuque Initiatives, the sole member of Dubuque Childcare Collaborative, LLC, an Iowa limited liability company, executing the foregoing instrument; that the instrument was signed on behalf of the company by authority of the company; and the company acknowledges the execution of the instrument to be the voluntary act and deed of the company, by it and by the President voluntarily executed.

Notary Public
in and for State of Iowa

EXHIBITS

- A. Floor Plan
- B. Bylaws
- C. City of Dubuque Certificate of Occupancy
- D. Drawing showing location of building in reference to lot lines.

Attachment 3

1

Prepared By and Return to: D. Flint Drake, 300 Main St., Suite 323 , Dubuque, IA 52003 (563) 582-2000

BYLAWS OF THE COUNCIL OF CO-OWNERS OF LEARNING CAMPUS CONDOMINIUMS A HORIZONTAL PROPERTY REGIME (CONDOMINIUM)

ARTICLE I	Condominium Plan of Unit Ownership
ARTICLE II	Voting, Majority of Owners, Quorum
ARTICLE III	Administration
ARTICLE IV	Officers
ARTICLE V	Obligation of the Owners
ARTICLE VI	Insurance
ARTICLE VII	Reconstruction/Repair of Casualty Damage
ARTICLE VIII	Mortgagees
ARTICLE IX	Amendments
ARTICLE X	Default
ARTICLE XI	Assignment/Sublease
ARTICLE XII	Compliance and Severability

ARTICLE I.**Condominium Plan of Unit Ownership**

Section 1. Unit Ownership. The property located at 7900 Chavenelle Road, Dubuque, Iowa, known as LEARNING CAMPUS CONDOMINIUMS is submitted to the Horizontal Property Regime (Condominium) established by Chapter 499B of the Code of Iowa.

Section 2. Applicability of Bylaws. The provisions of these Bylaws are applicable to the property. The term "property" as used herein shall include both the land and the building located thereon.

Section 3. Personal Application. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the condominium in any manner, are subject to the regulations set forth in these Bylaws. The mere acquisition or rental of any of the Units of the condominium or the mere act of occupancy of any of said Units will signify that these Bylaws are accepted, ratified and will be complied with.

ARTICLE II.**Voting, Majority of Owners, Quorum, Proxies**

Section 1. Voting. Voting shall be on the basis of one vote per one percent (1%) (and a fractional vote for each fraction of a percent) of Ownership Interest as set forth in Article VII of the Condominium Declaration, meaning that there shall be one hundred (100) total votes. See Declaration of Submission of Property to Horizontal Regime, Article VII, Ownership Interest. Notwithstanding anything herein to the contrary, until such time as Dubuque Childcare Collaborative, LLC has sold the last Unit owned by that entity, in addition to the voting rights established herein and in the Bylaws, Dubuque Childcare Collaborative, LLC shall have the right to veto any action otherwise approved by the Council.

Section 2. Majority of Owners. As used in these Bylaws, the term "majority of owners" shall mean those owners holding fifty-one percent (51%) of the votes as provided in this Article II, Section 1 above.

Section 3. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of a "majority of owners" as defined in Section 2 of this Article shall constitute a quorum.

Section 4. Proxies. Any votes to be held in person may be cast by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE III.**Administration**

Section 1. Responsibilities of the Council of Co-Owners. Each condominium unit will have one seat on the Council of Co-Owners of LEARNING CAMPUS CONDOMINIUMS (hereinafter referred to as "Council"). Such seat must be filled by an owner, or in the case of a corporate or partnership owner, a duly-appointed representative of the owner shall sit on the Council. The Council will have the responsibility of administering the property, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the property. Except as otherwise provided, decisions and resolutions of the Council shall require approval by a majority of owners, as said term is defined in Section 2 of Article II of these Bylaws, provided, however, that in the event the Council reaches an impasse or is deadlocked on any issue concerning the administration of the condominium, the course of action to be pursued shall be determined by the Property Manager, if any. If there is no Property Manager, then the Unit Owners, by a vote as provided in these bylaws, shall select an appropriate third party with expertise in the area of dispute and such third party shall act as arbitrator thereof and his or her decision on the issue shall be final and binding on all of the members of the Council.

Section 2. Place of Meeting. Meetings of the Council shall be held in the Common space of the Condominiums or such other suitable place convenient to the owners as may be designated by the President.

Section 3. Organizational Meeting. An organizational meeting of the Council for the purpose of electing officers to act until the first annual meeting shall be held no later than December 31, 2023 in Dubuque, Iowa. Notice of said meeting, if not waived, shall be given to the owners by the Declarant, (as defined in the Declaration), as provided in Article III, Section 6. In addition to electing officers at the organizational meeting, the Council may also transact such other business as may properly come before them, including the question of whether to incorporate the Council of Co-Owners.

Section 4. Annual Meetings. The first annual meeting of the Council shall be held on or before December 31, 2023, or as soon thereafter as practical. Thereafter, the annual meeting of the Council shall be held on the first Monday of March of each succeeding year. At such meetings officers of the Council shall be elected by ballot of the owners, in accordance with the requirements of Article IV of these Bylaws. The owners may also transact such other business of the Council as may properly come before them at the annual meeting.

Section 5. Special Meetings. Upon presentation to the Secretary of a petition signed by a majority of the owners as said term is defined in Section 2, Article II, it shall be the duty of the President to call a special meeting of the Council. The notice of any such special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of Fifty-One percent (51%) of the owners.

Section 6. Notice of Meetings. It shall be the duty of the Secretary or the Secretary's designate to mail a Notice of each annual meeting or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least ten (10) but

not more than thirty (30) days prior to such meeting. The mailing of a Notice in the manner provided in this Section shall be considered notice served.

Section 7. Waiver of Notice. Before or at any meeting of the Council, any owner may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by an owner at any meeting of the Council shall be a waiver of notice by that owner of the time and place thereof. If all the owners are present at any meeting of the Council, no notice shall be required and any business may be transacted at such meeting.

Section 8. Adjourned Meetings. If any meetings of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than twenty-four (24) hours nor more than one (1) week from the time the original meeting was called.

Section 9. Order of Business. The order of business at all annual meetings of the Council shall be as follows:

- (a) Roll call.
- (b) Proof of Notice of Meeting or Waiver of Notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of officers.
- (g) Unfinished business.
- (h) New business.

Section 10. Conduct of Business Without a Meeting. Ordinary business and decisions and resolutions of the Council may be conducted and put into effect without a formal meeting of the Council provided the full particulars of the item of business or the decision or resolution is reduced to writing, signed by a majority of the owners as defined in Article II, Section 2, hereof, and filed with the Secretary of the Council, who shall keep said writing with the minutes of the meetings of the Council.

Section 11. Powers and Duties. The Council shall have the powers and duties necessary for the administration of all of the affairs of LEARNING CAMPUS CONDOMINIUMS and may do all such acts and things which are not otherwise prohibited by law, the Declaration, or these Bylaws.

Section 12. Other Duties. In addition to duties imposed by these Bylaws, the Council shall be responsible for the following:

- (a) Care, upkeep, and surveillance of the property and the general common elements and facilities.
- (b) Collection and monthly assessments from the owners.
- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the property, the general common elements and facilities.

Section 13. Management Agent. The Council may employ a management agent at a compensation established by the Council to perform such duties and services as the Council shall authorize including, but not limited to, the duties listed in Section 12 of this Article. Employment of such management agent shall be done only through approval by a majority of owners as said term is defined in Section 2 of Article II of these Bylaws.

Section 14. Fidelity Bonds. The owners may require that any officers, assistant officers or employees of the Council handling or responsible for Council funds shall furnish adequate fidelity bonds. The premiums on such bonds, if required, shall be paid by the Council.

ARTICLE IV **Officers**

Section 1. Election of Officers. The officers of the Council shall be elected annually by the Council of Co-Owners at the annual meeting and shall hold office at the pleasure of the Council.

Section 2. Designation. The principal officers of the Council shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by and be themselves members of the Council and shall serve as such officers without compensation. Any member of the Council may at the same time hold the positions of any two officers, except President and Vice President. The Council may appoint an assistant treasurer, and an assistant secretary, who need not be themselves members of the Council if in the judgment of the members of the Council, they deem same to be necessary and may provide for payment of compensation to an assistant treasurer or an assistant secretary.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Council, any officer or an assistant thereto, may be removed, either with or without cause, and a successor elected at any regular meeting of the Council, or at any meeting of the Council called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Council. He or she shall preside at all meetings of the Council. He or she shall have all of the general powers and duties which are usually vested in the office of president of a council, including but not limited to the power to appoint committees from among the owners from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Council. He or she shall be an ex-officio member of all standing committees.

Section 5. Vice President. The Vice President shall take the place of the president and perform his or her duties whenever the president shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Council of Co-Owners shall appoint some other member of the Council to act on an interim basis. The Vice President shall also perform such other duties as from time to time shall be imposed upon him or her by the Council of Co-Owners.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Council of Co-owners; he or she shall have charge of such books and papers as the Council of Co-Owners may direct; and he or she shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for Council funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Council. He or she shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Council in such depositories as may from time to time be designated by the Council. Determinations of the amount of funds to be expended with respect to the real property shall be made consistent with the terms of a Property Management Agreement in place with a third party manager, if any. If there is no Property Manager, expenditures of funds of the Council up to the sum of \$1,000.00 for any one time may be made by the Treasurer without prior approval of the Council; however, an expenditure exceeding the sum of \$1,000.00 must have the approval of a majority of the Council.

ARTICLE V.

Obligations of the Owners

Section 1. Assessments. All owners are obligated to pay monthly assessments imposed by the Council to meet all property communal expenses. The assessments shall be made pro rata according to the percentage assigned to the Unit in the Declaration. Such assessments shall include monthly payments to a general operating reserve fund, part of which may be allocated to a reserve fund for contingencies. Such amount shall be determined by the Council. Each owner will voluntarily pay said monthly assessment to the Treasurer or his designate not later than the 10th of each month and upon failure to do so, such owner shall be subject to the provisions of Section 499B. 17 of the Code of Iowa dealing with collection of common expense assessed by the Council. All owners shall pay the real property taxes and special assessments which will be levied on their respective Units under the provisions of Section 499B.11 of the Code of Iowa before they become delinquent. General common elements and limited common elements insurance premiums shall be assessed as a common expense to the unit owners, in accordance with the Declaration, and Article VI of these Bylaws.

Section 2. Utilities. All utilities such as water, gas and electricity used in each Unit as well as all meters, submeters, connections and extension of utility lines from the central location of such utilities in the building shall be paid by the Owners. Each Owner shall pay monthly to the Declarant or directly to the utility provider, as the case may be, its proportionate share of the total gas, water and electric bills based upon the usage as determined by the submeters or as otherwise agreed by the Owners. If utilities are separately metered for each Unit, the applicable Unit Owner shall pay directly to the utility any bill for service to such Unit.

Section 3. Maintenance and Repair.

- (a) Every owner must perform promptly all maintenance, repair and replacement work to facilities or installations serving Owner's Unit which are not part of the general common elements and facilities. The unit owner will be responsible for the damages and liabilities to the property in its entirety or in a part belonging to other Owners for failure to promptly perform such repairs.
- (b) The electrical system and plumbing system (the "Systems") are shared among the Condominium Units and maintenance, repair or replacement of such systems or component parts thereof shall be deemed a common expense and paid by the Council. Provided, however, that if any System is exclusive to a Unit or Units, the maintenance, repair or replacement of any elements of such a System shall be the responsibility of the Unit or Units that benefit from that System. In addition, if any maintenance, repair or replacement relates to an issue with a System component that is exclusive to a particular Unit, that Unit Owner shall be responsible for the cost thereof. For example, if a sink is not draining in one Unit and the cause originates in the Unit, that Unit Owner is responsible for any costs to address the issue. However, if the cause originates in the water and drainage distribution lines, then any costs to address such issue shall be deemed a common expense and paid by the Council.
- (c) An owner shall reimburse the Council for any expenditures incurred in repairing or replacing any common area and facility damaged through Owner's fault.
- (d) The Council shall promptly perform all maintenance, repair and replacement of the general common elements and facilities, including the electrical system and the plumbing system, as well as all parking stalls and driveways, and the cost thereof shall be assessed to the unit Owners.

Section 4. Use of Units-Internal Changes.

- (a) All units will be utilized only for purposes authorized by applicable zoning and these bylaws.
- (b) An owner shall not make structural modifications or alterations in his unit or installations therein without previously notifying the Council in writing, through the management agent, if any, or through the President of the Council of Co-Owners, if no management agent is employed. The Council shall have the obligation to answer within ten (10) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.
- (c) Unless and until approved by a majority vote of the Owners as provided in Article II above, no Unit shall be used for any use except: childcare, pre-school, city and Public Safety Answering Point ("PSAP") (dispatch), IT services or other uses by local government or school entities.

Section 5. Right of Entry.

- (a) An Owner shall grant the right of entry to the management agent or to any other person authorized by the Council of Co-Owners in case of any emergency originating in or threatening Owner's unit, or a neighboring unit, whether the Owner is present at the time or not.
- (b) An Owner shall permit other Owners, or their representatives, when so required, to enter Owner's Unit for the purpose of performing installations, alterations or repairs of the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of an emergency, such right of entry shall be immediate.

Section 6. Rules of Conduct and Regulations.

- (a) The sidewalks, entrances, passages, vestibules, stairways, corridors and halls must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises.
- (b) No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any unit owner on any part of the outside or inside of the building without the written consent of the Council of Co-Owners.
- (c) No awnings or other projections shall be attached to the outside walls of the building, and no blinds, shades or screens shall be attached, hung, or used in connection with any window or door of the building without the prior written consent of the Council of Co-Owners.

- (d) No animals, except service and law enforcement animals, shall be permitted upon the property without the consent of the Council of Co-Owners.
- (e) No communication or other installation shall be made without the written consent of the Council of Co-Owners and no such installation may interfere with the operations or communications of any other Owner. Any installation erected on the roof or exterior of the building without the written consent of the Council of Co-Owners is liable to removal without notice.
- (f) No unit owner or lessee shall perform or cause to be performed any construction work of any kind, except interior construction upon each Unit, without the consent of the Council of Co-Owners. All interior construction shall be installed in a commercially reasonable manner which shall not affect in any manner the use, occupancy and enjoyment of any other Unit.

ARTICLE VI.

Insurance

All unit owners shall provide insurance for their real and personal property in accordance with the Declaration.

Insurance on general common elements and the parking stalls and driveways will be provided by the Council, and premiums will be assessed pro rata to each unit owner according to each owner's interest percentage as indicated in the Declaration, Article VII. Limited common elements and approved satellites, communication towers, or generators outside the structure of the building will be insured by the Owner of the Unit to which such items are appurtenant.

ARTICLE VII.

Reconstruction or Repair of Casualty Damage

If any of the general common elements and facilities of this Regime, including the parking stalls and driveways, shall be damaged by casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows:

Section 1. Except as hereafter provided, damage to or destruction of the building and/or the general common elements shall be promptly repaired and reconstructed by the Council of Co-Owners, using the proceeds of the unit owner's required insurance policies on the building for that purpose, and any deficiency shall constitute and be charged as common expenses; provided, however, that if three-fourths (3/4) or more of the building is destroyed or substantially damaged and owners representing fifty-one percent (51%) or more of the total percentage assigned to all Units in the condominium as shown in the Declaration, do not duly and promptly resolve to proceed with repair and restoration, then and in that event the property or so much thereof as shall remain, shall be subject to an action for partition at the suit of any unit owner or lienor as if owned

in common, in which event the net proceeds of the sale, together with the net proceeds of insurance on common elements, shall be considered as one fund and shall be divided among all the Unit owners and their mortgagees, as provided in Article XIII, Section (b)(4) of the Declaration.

Section 2. Any such reconstruction or repair shall be substantially in accordance with the plans for the building.

Section 3. Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Unit owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans or as the building was originally constructed. Such encroachment shall be allowed to continue in existence for so long as the building stands.

Section 4. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Council (including the aforesaid fees and premiums, if any) assessment shall be made against the Unit owners in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessment shall be made against the Unit owners in sufficient amounts to provide funds for the payment of such costs.

Section 5. If no action is taken by the Council of Co-Owners determining whether to repair, reconstruct or rebuild the building within thirty (30) days of damage or destruction to all or part of the property, the property will be disposed of in accordance with Iowa Code Section 499B.16. In the event such disposition would occur, property refers to the improvements on the real estate only and is not intended to include any ownership interest in the underlying real estate.

ARTICLE VIII.

Mortgagees

Section 1. Notice to Council. An owner who mortgages his Unit shall notify the Council through the management agent, if any, or the President of the Council of Co-Owners in the event there is no management agent of the name and address of his mortgagee; and the Council shall maintain such information in a book entitled "Mortgagees of Units".

Section 2. Notice of Unpaid Assessments. The Council shall, at the request of a mortgagee of a Unit, report any unpaid assessments due from the owner of such Unit.

ARTICLE IX.

Amendments

These Bylaws may be amended by the Council at a duly constituted meeting for such purpose by the affirmative vote of sixty-seven percent (67%) of the total votes of Unit Owners as shown in the Declaration and as provided in Article II above, and as soon thereafter as

reasonably possible, shall be duly recorded in the Dubuque County Recorder's office as an amendment to these Bylaws and the foregoing Declaration of Establishment of a Horizontal Property regime (Condominium) to be known as LEARNING CAMPUS CONDOMINIUMS.

ARTICLE X.

Default

Each owner shall be governed by and comply with the terms of the Declaration, all exhibits attached thereto and with any amendments that might be passed from time to time. A default shall entitle the Council and any other owner to the following relief:

(a) Legal Proceeding. Failure to comply with any of the terms and conditions of the Declaration and the exhibits attached thereto shall be ground for relief which may include, without intending to limit same, an action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof, and which relief may be sought by the Council or if appropriate, by an aggrieved owner.

(b) All owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect, or carelessness or by any guest, employee, invitee, agent or lessee. Such liability shall include any increase in fire insurance rates of other unit owners or the Council occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

(c) Costs and Attorneys' Fees. In any proceeding arising because of an alleged default by an owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.

(d) No Waiver of Rights. The failure of the Council or an owner to enforce any right, provision, covenant or condition which may be granted by the Declaration or any exhibits attached hereto shall not constitute a waiver of the right of the Council or an owner to enforce such right, provision, covenant or condition in the future.

(e) All rights, remedies and privileges granted to the Council or an owner pursuant to any terms, provisions, covenants or conditions of the Declaration or any exhibits attached hereto shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising same from exercising such and other additional rights, remedies and privileges as may be granted to such party by the Declaration and exhibits attached thereto or at law or in equity.

ARTICLE XI.
Assignment/Sublease

The owner of any unit may lease or assign any interest therein to an individual, partnership, limited liability company or corporation as long as the use of the property by an owner, an assignee, or a tenant of an owner is at all times conducted in accordance with all federal, state and other municipal statutes, rules, orders, ordinances, requirements or regulations including but not limited to zoning ordinances and regulations of the City of Dubuque, Iowa and consistent with the use restrictions herein. Notwithstanding the foregoing this assignment/sublease provision is subject to the prior written consent to the lease or assignment by the council of co-owners (determined by a majority vote of the votes of all of the Unit Owners).

ARTICLE XII.
Compliance and Severability

These Bylaws are set forth to comply with the requirements of Chapter 499B of the Code of Iowa. In case any of these Bylaws conflict with the provisions of said statute or any other rule of law, it is hereby agreed and accepted that the provisions of the statute or law will apply and Bylaws conflicting therewith shall be deemed inoperative and null and void without invalidating the remaining Bylaws.

ARTICLE XIII
Right of First Offer

In the event any Unit Owner desires to sell a Unit, the Unit Owner shall first notify the other Unit Owners of the seller's intent to negotiate a sale. The Offer price shall be the higher of either (a) the appraised value, or (b) the price determined by taking the amount the selling Unit Owner originally paid for that Unit and adjusting that value using the monthly (non-seasonally adjusted) Consumer Price Index for all Urban Consumers (CPI-U) for all items in the Midwest. Regarding the appraisal, the Unit Owners shall agree upon an appraiser to conduct a fair market appraisal of the Unit to be offered for sale. Once the appraisal is complete, the selling Unit owner shall send notice to the other Unit Owners of their option to purchase the Unit at the Offer price (i.e., the higher of appraisal or CPI-U). The other Unit Owners shall then have thirty (30) days from the date of receipt of notice of the offer price in which to elect to purchase the Property by providing a written notice of its intent to purchase to the selling Unit Owner. The first Unit Owner to respond to the selling Unit Owner's offer shall be entitled to purchase the Unit. The seller shall provide an abstract of title providing that seller has marketable title to the Unit pursuant to Iowa law and Iowa's Land Title Standards. The transaction shall close as soon as reasonably practicable, but no later than 120 days of the date of effective exercise of the Right and the seller shall convey the Unit free and clear of all liens and encumbrances except those

related to the Condominium regime and easements of record. If the selling Unit owner does not receive notice of any other Unit Owner's intent to purchase its Unit then the selling Unit Owner may freely market its Unit for sale or lease unencumbered by either this provision or Article XI.

IN WITNESS WHEREOF, signed effective the ____ day of _____, 2023, at Dubuque, Dubuque County, Iowa.

DUBUQUE CHILD CARE COLLABORATIVE, LLC

By: Dubuque Initiatives, its sole member

By: _____
Its _____

STATE OF IOWA)
COUNTY OF DUBUQUE) ss:

On this _____ day of _____, 2023, before me, a Notary Public in and for the State of Iowa, personally appeared _____, to me personally known, who being by me duly sworn did say that _____ is the _____ of Dubuque Initiatives, the sole member of Dubuque Child Care Collaborative, LLC, that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of said limited liability company by authority of its sole member and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it voluntarily executed.

Notary Public in and for
State of Iowa



TO: Michael C. Van Milligen, City Manager

FROM: Chris Kohlmann, Chief Information Officer
Barry Lindahl, Senior Counsel
Dave Lyons, Strategic Initiative Consultant

SUBJECT: Operating/Capital Costs and Lease Purchase Agreement for 7900 Chavenelle

DATE: December 20, 2023

INTRODUCTION

The purpose of this memo is to communicate the background and proposed operating/capital budget for the lease-purchase of a data center at, and relocation of Information Technology (IT) staff, and Engineering/Traffic work areas to 7900 Chavenelle Road.

BACKGROUND

In late 2022, City staff began communicating with Dubuque Initiatives (DI), a local 501(C)3 non-profit community organization that was considering the purchase of 7900 Chavenelle Road for a multi-employer childcare center. DI faced a positive challenge in that this building (the former Medline Industries call center) while being made available at a highly discounted price to DI, also contained significantly more space than the multi-employer childcare center would need. The DI Board had determined to look for partners to fill the space that would be consistent with the DI Mission of improving local development and quality of life and that would not conflict with the operation of an adjacent childcare center.

The city has been considering relocation of the Information Technology (IT) Department and data center as part of an overall space study. Presently, 13 FTE's (14 IT staff) are located on the second floor of the City Hall Annex occupying approximately 2100 sq ft. of office, breakroom, storage, restrooms, and training room space with no room for expansion. Built in 1880, the 2-story building remains in fair to poor condition with water leaks due to roofing issues. The interior layout has been modified slightly but still has

numerous challenges with office layouts due to the building's previous usage, load bearing walls and usable floor space.

City IT and Engineering Traffic servers, storage and telecommunications have been placed at locations across the City, many of which are not optimal for physical, operational or security purposes.

In April of 2023, I shared an initial design, proposed budget, and recommendation to move forward on next steps for the construction of a data center at, and relocation of Information Technology (IT) staff, and Engineering/Traffic work areas to the former Medline Building at 7900 Chavenelle Road. DI has allowed the City to consult with its design firm Straka Johnson and Associates (SJ) to build a possible model of City space in the facility and data center.

A lease with option to purchase agreement has been drafted and reviewed.

DISCUSSION.

Over the past six months, in addition to working with DI, and SJ, I have been collaborating with vendors ConvergeOne, Dell/EMC, Data Power Group and Communications Engineering on a final design and budget for this move. The scope of work includes design/construction plans for offices, shared workspaces, a Tier 3 Data Center, and all systems to support each of these areas.

The proposed project called Unit 4 in the lease agreement includes IT Offices (4,767 sq ft,) Engineering/Traffic work area (1,117 sq ft,) Data Center (956 sq ft) and Shared Data Support including telecommunications and work bench areas (200 sq ft.) and break room (185 sq ft) totaling 7225 sq ft. Five offices, staff cubicles, and secure entry with access control are part of the proposed scope of work. The office design provides a scalable layout.

In 2022, Dubuque Childcare Collaborative, LLC (DCC), a wholly owned subsidiary of Dubuque Initiatives, purchased the former Medline property in Dubuque Industrial Center West. DCC has established the 68,320 square foot building as a multiunit condominium project to be known as the Learning Campus Condominiums (the Project).

Condominium Lease

Units in the Project will be purchased and/or leased by Dubuque County, Dubuque Community School District, and the YMCA.

Attached is a proposed Lease between the City of Dubuque and DCC for spaces included in Unit 4. Unit 4 will be occupied by the City's IT Department, Engineering (Traffic) Department, and a Shared Data Center. The Lease is for a Term of five years. The City has the option to purchase Unit 4 at the end of the Term.

The rent for Unit 4 is \$ 6,020.83 per month (\$10 per square foot annually). The purchase price under the option will be \$1,000.

The Lease also provides for the City's payment of a portion of the maintenance, insurance, and taxes for Unit 4, is \$3.10 per square foot per year (\$1,866.46 per month). The City will pay for any required improvements to Unit 4.

A summary of annual anticipated operating costs for both lease payments and maintenance, insurance and taxes for Unit 4 are illustrated in the spreadsheet in the Budget Impact portion of this memo.

The Learning Campus Condominium Declaration establishes general common elements and facilities to the Project. The owners of units have undivided legal ownership in the common elements and facilities and are responsible for a proportionate share of the costs of maintaining the common elements and facilities.

The Community Y childcare center is anticipated to open in January 2024 and the Dubuque Community School District pre-school center is anticipated to open in late August 2024. If approved, the City would anticipate being operational on-site for the data center yet this fiscal year and the City IS offices relocated shortly thereafter. There is no anticipated date for the County presence as yet.

Data Center

Key to the successful operation of technology for IT and Traffic is the Data Center. The Data Center has been specified as a "Tier-3" to be built in two phases. Tiered data centers range from "Tier I" through "Tier IV." Each tier is tightly defined based on a variety of factors, including data center redundancy levels, uptime guarantee, staff expertise, maintenance protocols and more. A Tier 3 data center offers additional reliability over Tier 2 in the form of "N+1" redundancy and multiple power and cooling distribution paths. "N+1" redundancy means the architecture offers the capacity to support the full IT load (N) and offers an additional component (+1) for backup purposes, so performance is not impacted if a single component fails. Data centers in Tier 3 also utilize multiple distribution paths for critical power, HVAC and network needs, to ensure there are no interruptions if one path is unavailable. This level of redundancy offers concurrent maintainability, meaning that each critical component or distribution path can be shut down for planned maintenance without affecting the IT environment.

Tier 3 significantly improves availability over the Tier II data center with 99.982% uptime for no more than 1.6 hours of downtime per year. Looking at systems such as public safety, traffic management (STREETS,) security cameras, "smart" systems such as parking, SCADA and mapping applications, this tier of Data Center fits current and potential use and growth of technology in the city.

The Data Center Construction is proposed in two phases.

Phase 1 Data Center

Phase 1 data center provides a complete turnkey data center for use by City of Dubuque tenants. The system is designed for a day one load of 100kW and future expansion to 175kW of electrical load for 5.8kW per cabinet (data rack.) The current generator at 7900 Chavenelle will be utilized. The Data Center water fire suppression system will be replaced with gas. The proposed UPS system that switches from building to generator power is modular and can be expanded in the future. The mechanical system will be designed for 70kW (N+1) redundancy on day one with provisions to build out to 175kW. Eighteen cabinets (data racks) will be fully built out.

Phase 2 Data Center

Phase 2 data center expands the data center to thirty (30) cabinets (data racks) with additional electrical capacity, redundant UPS, a 2nd generator, and additional cooling units. In phase 2 the city would offer the capacity for co-location services to non-city users.

BUDGET IMPACT

Operating Costs

Operating costs for lease and maintenance are proposed. The agreement includes 7,225 sq ft for office, data center and workbench space. Proposed costs are summarized in the following table.

Lease Costs									
	Square Footage	Cost per square Foot	Monthly costs	FY2024*	FY2025	FY2026	FY2027	FY2028	FY2029
City IS Office	4,767	10.00	3,972.50	23,835.00	47,670.00	47,670.00	47,670.00	47,670.00	23,835.00
City Traffic	1,117	10.00	930.83	5,585.00	11,170.00	11,170.00	11,170.00	11,170.00	5,585.00
Data Center	956	10.00	796.67	4,780.00	9,560.00	9,560.00	9,560.00	9,560.00	4,780.00
Shared Data Support	200	10.00	166.67	1,000.00	2,000.00	2,000.00	2,000.00	2,000.00	1,000.00
Break Room	185	10.00	154.17	925.00	1,850.00	1,850.00	1,850.00	1,850.00	925.00
Total by FY	7,225.00	10.00	6,020.83	36,125.00	72,250.00	72,250.00	72,250.00	72,250.00	36,125.00

The operating cost estimates assume a term of 5 years starting January 1, 2024, ending December 31, 2028. Operating costs will be reflected as part of FY2024 and FY2025 (and beyond) Operating budgets in the Information Technology and Engineering Departments.

Capital Costs

The total capital costs for the office remodel and completion of Phase 1 and Phase 2 of data center construction are \$2,032,309.00.

Implementation is proposed in two phases with funding requested as follows:

Phase 1 Capital Costs FY2024

Office Remodel	\$ 465,309.00
Data Center Phase 1	\$ 881,064.00
Grand Total Phase 1	<u>\$1,346,373.00</u>

Sources of Funding for Phase 1 Capital Costs are proposed as follows:

ARPA Broadband funding 5524000020-100-67990-ARPA	\$ 461,747.00
Dubuque Industrial Center West TIF (McFadden Development Capital Improvement Project) 6052000016 360-2924	\$ 384,959.00
Data Center CIP 7769900003-102-64900	<u>\$ 499,667.00</u>
	\$1,346,373.00

Phase 2 Capital Costs FY2025 (or beyond)

Total Data Center Phase 2	\$685,936.00
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In total, this request for capital funding for both phases of office/data center is \$1,083,513.00 greater than the original estimates for funding submitted in April 2023 and is entirely due to additional work to provide the necessary redundancy for power, generator, cooling, and configuration for construction of a Tier 3 Data Center.

\$397,577 in funding is needed for completion of office/data center Phase 1 that was not anticipated which is requested in this memo. Funding for Phase 2 data center of \$685,936 is proposed as a FY2025 Capitol Improvement Request.

Source of Funding for Additional Capital Cost Needs

The funding requested in this memo is due to a need in Data Center expenses funded by CIP 7769900003-102-64900. I have visited with Budget Director Jennifer Larson and the \$397,577 which is needed to fully fund Phase 1 office/data center has been identified from FY23 General Fund savings.

There is no funding requested in this memo for Data Center Phase 2, which is anticipated to be \$685,936.00. This amount will be submitted as an FY2025 capital project to be considered.

Revenue

There is not a revenue model developed yet as tenants would not be able to occupy an additional 12 racks available in the data center until Phase 2 is completed. The estimated charge would be \$400 - \$500/per rack per month as an offset to lease/purchase costs.

RECOMMENDATION AND ACTION REQUESTED.

I would recommend the lease agreement and operating costs as proposed funding as summarized. I would respectfully request approval of the recommendation Thank you.

Cc: Crenna Brumwell. City Attorney

Jennifer Larson, Chief Financial Officer

Gus Psihoyos, City Engineer

Dave Ness, Civil Engineer II

Joe Link, Financial and Budget Analyst

RESOLUTION NO. _____ - 23

**APPROVING A LEASE BETWEEN THE CITY OF DUBUQUE AND DUBUQUE
CHILDCARE COLLABORATIVE, LLC**

WHEREAS, Dubuque Childcare Collaborative, LLC (DCC), a wholly owed subsidiary of Dubuque Initiatives, is the owner of the Property at 7900 Chavenelle Road, in the City of Dubuque, Iowa; and

WHEREAS, the building on the property is a multiunit condominium project known as the Learning Campus Condominiums (the Project); and

WHEREAS, the City of Dubuque has entered into a proposed Lease of Unit 4 of the Project to be occupied by City's IT Department, Traffic Department and Shared Data Center; and

WHEREAS, the Lease is for a Term of five years with an option to purchase Unit 4 at the end of the Term; and

WHEREAS, the City Council finds that it is in the best interests of the City of Dubuque to approve the Lease.

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

Section 1. The Lease is hereby approved.

Section 2. The Mayor is hereby authorized and directed to sign the Lease on behalf of the City of Dubuque.

Section 3. The City Manager is hereby authorized and directed to take such actions as may be necessary to carry out the terms of the lease.

Passed, approved and adopted this ____ day of _____, 2023.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

LEASE - BUSINESS PROPERTY

THIS LEASE AGREEMENT is entered into this 20th day of December, 2023 by Dubuque Childcare Collaborative, LLC ("Landlord"), and the City of Dubuque, Iowa ("Tenant"), whose address for the purpose of this lease is 50 West 13 St. Dubuque, Iowa.

1. **PREMISES AND TERM.** The Landlord, in consideration of the rents, agreements and conditions herein contained leases to Tenant and Tenant leases from Landlord, according to the terms and provisions of this lease, the following described "premises," situated in Dubuque County, Iowa:

Unit 4 of Learning Campus Condominiums located in that building locally known as 7900 Chavenelle Road, Dubuque, Iowa,

with the improvements thereon, and all rights, easements and appurtenances, which, more particularly, includes the space and premises as may be shown on "Exhibit A," for a term of five (5) years, commencing at midnight on the day previous to the first day of the lease term, which shall be on the 4th day of January, 2024 (the "Commencement Date") and ending at midnight on the last day of the lease term, which shall be sixty (60) months thereafter, upon the condition that the Tenant pays rent therefor, and otherwise performs as in this lease provided. Tenant shall have possession of the premises, and provide all required insurance hereunder during such possession, immediately upon execution of this Lease. Rent and other obligations hereunder shall accrue on the Commencement Date.

2. **RENTAL.** Tenant agrees to pay to Landlord as rental during the term hereof, as follows: \$6,020.83 per month (\$10 per square foot annually), in advance, the first rent payment becoming due upon the commencement of the lease term and the same amount, per month, in advance, on the first day of each month during the first year of the lease term.

In addition to the above monthly rental, Tenant shall also pay: Maintenance, insurance and tax payments as provided in the MIT paragraph below.

Beginning with the date of the first monthly rental payment as provided in the preceding paragraph, and concurrent with each monthly rent payment thereafter, Tenant shall also pay a portion of the maintenance, insurance and taxes (MIT) in connection with the premises. Tenant shall pay \$3.10 per square foot per year (\$1,866.46 per month) concurrent with each monthly rental payment. On or before each December 1 during the term of this Lease, Landlord shall provide an estimate to Tenant of the applicable MIT payment for the following year. This MIT rate will be applicable in January of the following year. On or before March 31 of each year of this lease, Landlord shall provide an itemized statement of the actual MIT expenses incurred by Landlord during the previous calendar year. This itemized statement, and a refund of any overpayment made by Tenant, shall be provided to Tenant on or before such March 31 date. If Tenant has underpaid Tenant's MIT obligations for the year, Tenant shall make payment of the

difference between what Tenant paid and what Tenant owed for the previous year, to Landlord within 30 days of receipt of the itemized statement from Landlord. This process of Landlord estimating the MIT expenses and providing an annual itemization and reconciliation shall occur during each year of the Term of this Lease. If the Lease terminates prior to December 31 in any year, the reconciliation and Landlord refund, if any, shall occur within 30 days of the end of the Term and Tenant shall pay any additional sums due Landlord within 30 days of receipt of the itemization. Tenant's share of MIT shall be determined by multiplying the total cost of MIT by the percentage which is equal to the total square foot Leased by Tenant (7,225 square feet) divided by the rentable square footage of the building which contains the premises (59,814 square feet). Therefore, Tenant's percentage of MIT shall be 12.08%. The sums due under this paragraph shall be deemed rental in addition to the rental provided in the first paragraph of this paragraph 2.

All sums shall be paid at the address of Landlord, as above designated, or at such other place as the Landlord may, from time to time, designate in writing.

Delinquent payments shall draw interest at 12% per annum from the due date, until paid.

3. **POSSESSION.** Tenant shall be entitled to possession upon execution of this Lease and shall yield possession to the Landlord at the end of the lease term, except as herein otherwise expressly provided. Should Landlord be unable to give possession on said date, Tenant's only damages shall be a rebating of the pro rata rental.

4. **USE OF PREMISES.** Tenant covenants and agrees during the term of this lease to use and to occupy the leased premises only for such uses as allowed by existing zoning ordinances.

5. **QUIET ENJOYMENT.** Landlord covenants that its estate in said premises is in fee simple and that the Tenant, if not in default, shall peaceably have, hold and enjoy the premises for the term of this lease. Landlord shall have the right to mortgage all of its right, title, and interest in said premises at any time without notice, subject to this lease.

6. **EQUIPMENT, DECORATING, REPLACEMENT, REPAIR AND MAINTENANCE.**

DEFINITIONS

"Maintain" means to clean and keep in good condition.

"Repair" means to fix and restore to good condition after damage, deterioration or partial destruction.

CONDITION OF PREMISES

A. Tenant takes the premises in its present condition, except for such repairs and alterations as may be expressly otherwise provided in this lease.

REPAIRS AND MAINTENANCE

B. Landlord shall replace and repair the structural parts of the building. For purposes of this lease, the structural parts of the building shall mean the foundation, exterior walls, load bearing components of interior floors and walls, the roof, and all sewers, pipes, wiring and electrical fixtures outside of the structure or the leased premises. All such costs shall be considered MIT expenses.

C. Repairs related to the leased premises shall be performed and paid for by the parties as follows:

	<u>PERFORMANCE</u>	<u>PAYMENT</u>	
	L=Landlord T=Tenant	%Landlord	%Tenant
Interior walls, floors and ceilings	T	0	100
Sewer, plumbing fixtures, pipes, wiring, electrical fixtures within the structure	T	0	100
Heating equipment	T	0	100
Air conditioning equipment	T	0	100
Plate glass (replacement)	T	0	100
Sidewalks	L	100% MIT	0
Parking areas	L	100% MIT	0
Other common areas	L	100% MIT	0

D. Landlord shall be responsible for maintenance of all common areas under Landlord's control. Tenant shall be responsible for all other maintenance.

E. Any repair or maintenance not specifically provided for above shall be performed and paid for by Tenant.

F. Each party shall perform their responsibilities of repair and maintenance to the end that the premises will be kept in a safe and serviceable condition. Neither party will permit nor allow the premises to be damaged or depreciated in value by any act, omission to act, or negligence of itself, its agents or employees.

EQUIPMENT, DECORATING AND ALTERATIONS

G. The following items of equipment, furnishings and fixtures shall be supplied and replaced by the parties as follows:

	<u>SUPPLIED</u>	<u>REPLACED</u>
	L=Landlord	L=Landlord
	T=Tenant	T=Tenant
Heating equipment	L	T
Air conditioning equipment	L	T
Carpeting/floor covering	T	T
Drapes, shades, blinds	T	T

Any similar equipment, furnishings and fixtures not specifically provided for above shall be provided and paid for by Tenant. Any equipment, furnishings or fixtures to be supplied by Tenant shall be subject to the Landlord's prior written approval as to quality and method of installation. Tenant shall provide all trade equipment, furnishings and fixtures used in connection with the operation of its business, such as telephones, computers, desks, chairs, shelving and similar items. The parties agree and acknowledge that the entire building containing the leased premises is served by an integrated HVAC system and that the system will be modified to ensure Tenant has control over the temperature within its leased premises.

H. Landlord shall provide and pay for the following items of interior decorating: None. Thereafter, Tenant shall be responsible for all interior decorating. Tenant shall make no structural alterations or improvements without the prior written consent of the Landlord.

AMERICANS WITH DISABILITIES ACT

I. Tenant will make no unlawful use of said premises and agrees to comply with all valid regulations of the Board of Health, City of Dubuque Ordinances, the laws of the State of Iowa and the Federal government, but this provision shall not be construed as creating any duty by Tenant to members of the general public, provided, however, responsibility for compliance with the **Americans with Disabilities Act** shall be performed and paid for by the parties as follows:

	%Landlord	%Tenant
Common areas	100	0
Tenants area:		
Initial compliance	0	100
Future compliance	0	100

7. **UTILITIES AND SERVICES.** Utilities shall be sub-metered or similarly allocated for each Unit. Utilities and services for each Unit shall be furnished and paid for by the parties as follows:

<u>FURNISHED</u>	<u>PAYMENT</u>
L=Landlord	

	T=Tenant	%Landlord	%Tenant
Electricity	L	0	100
Gas	L	0	100
Water and Sewer	L	0	100
Garbage/Trash	L	0	100
Janitor/Cleaning	T	0	100

8. TERMINATION, SURRENDER OF PREMISES AT END OF TERM - REMOVAL OF FIXTURES.

(a) **TERMINATION.** This lease shall terminate upon expiration of the original term; or if this lease expressly provides for any option to renew, and if any such option is exercised by the Tenant, then this lease will terminate at the expiration of the option term or terms.

(b) **OPTION TO PURCHASE.** The leased premises is contained within a 67,100 square foot building (the "Building") on land (the "Land") which collectively is known as 7900 Chavenelle Road, Dubuque, Iowa. Landlord hereby grants to Tenant an option to purchase the leased premises upon expiration of the lease term. In order to exercise this option Tenant shall, at any time during the term of the lease, notify Landlord of Tenant's exercise of the option. The purchase price to be paid by Tenant shall be the rent due for the five year term hereunder plus \$1,000.00 paid at closing. The closing on the sale and purchase shall occur within thirty (30) days of the end of the lease term. No rent will accrue between the date of termination of the Lease term and closing but Tenant shall be responsible for payment of all other costs and obligations hereunder during the interim period. Landlord shall provide an abstract of title for the leased premises reflecting merchantable title in Landlord pursuant to Iowa law and Iowa's Land Title Standards. Title shall be conveyed to Tenant free and clear of all liens and encumbrances. Tenant shall take title to the leased premises subject to the terms of the Declaration of Submission of Property to Horizontal Property Regime attached hereto and by this reference made a part hereof.

(c) **SURRENDER.** Tenant agrees that upon the termination of this lease it will surrender and deliver the premises in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant.

(d) **HOLDING OVER.** Continued possession by Tenant, beyond the expiration of its tenancy, coupled with the receipt of the specified rental by the Landlord (and absent a written agreement by both parties for an extension of this lease, or for a new lease) shall constitute a month to month extension of this lease.

(e) **REMOVAL OF FIXTURES.** Tenant may, at the expiration of its tenancy, if Tenant is not in default, remove any fixtures or equipment which Tenant has installed in the premises, provided Tenant repairs any and all damages caused by removal.

9. **ASSIGNMENT AND SUBLETTING.** Tenant may not assign or sublet any rights hereunder without the prior written consent of Landlord, which consent may be withheld for any reason or no reason within the discretion of Landlord.

10. **REAL ESTATE TAXES.**

While it is not anticipated that real estate taxes or related charges will accrue with respect to the Building or Land, in the event such expenses do accrue they shall be paid as follows:

A. All installments of real estate taxes which would become delinquent if not paid during the term of this lease shall be paid by the parties in the following proportions:

Landlord 100% MIT Tenant 0%

B. Any increase in such installments that exceeds the amount of the installment that would be delinquent if not paid by September 30, 2023 shall be paid as follows:

Landlord 100% MIT Tenant 0%

C. **PERSONAL PROPERTY TAXES.** Tenant agrees to timely pay all taxes, assessments or other public charges levied or assessed by lawful authority against its personal property on the premises during the term of this lease.

D. **SPECIAL ASSESSMENTS.** Special assessments that would be delinquent if not paid during the term of this lease shall be timely paid by the parties in the following proportions:

Landlord 100% MIT Tenant 0%

E. Each party reserves its right of protest of any assessment of taxes.

11. **INSURANCE.**

A. **PROPERTY INSURANCE.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the Insurance Services Office Broad Form Causes of Loss (formerly fire and extended coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other

B. **LIABILITY INSURANCE.** Tenant shall obtain commercial general liability insurance in the amounts of \$2,000,000.00 each occurrence and \$2,000,000.00 annual aggregate per location. Such policy shall include liability arising from premises operations, personal injury, products and completed operations and liability assumed under an insured contract. This policy shall be endorsed to include the Landlord as an additional insured. Tenant may comply with this

provision by maintaining membership in the Iowa Communities Assurance Pool (ICAP) providing such coverages.

C. **CERTIFICATES OF INSURANCE.** Prior to the time the lease takes effect the Tenant will provide the Landlord with a certificate of insurance with these property and liability insurance requirements, such certificate shall include 30 days advance notice of cancellation to the Landlord. A renewal certificate shall be provided prior to expiration of the current policies.

D. **ACTS BY TENANT.** Tenant will not do or omit doing of any act which would invalidate any insurance, or increase the insurance rates in force on the premises.

E. **RECOMMENDATIONS - IOWA INSURANCE SERVICES OFFICE.** Tenant further agrees to comply with recommendations of Iowa Insurance Services Office and to be liable for and to promptly pay, as if current rental, any increase in insurance rates on said premises and on the building of which said premises are a part, due to increased risks or hazards resulting from Tenant's use of the premises otherwise than as herein contemplated and agreed.

F. Landlord and Tenant shall each provide a copy of this lease to their respective insurers.

12. **LIABILITY FOR DAMAGE.** Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

13. **INDEMNITY.** Except as provided in paragraph 21(A)(5) and except for the negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done, in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by the Tenant or any person claiming through or under the Tenant.

14. **FIRE AND CASUALTY. (a) PARTIAL DESTRUCTION OF PREMISES.** In the event of a partial destruction or damage of the premises, which is a business interference which prevents the conducting of a normal business operation and which damage is reasonably repairable within 60 days after its occurrence, this lease shall not terminate but the rent for the premises shall abate during the time of such business interference. In the event of partial destruction, Landlord shall repair such damages within 60 days of its occurrence unless prevented from so doing by acts of God, government regulations, or other causes beyond Landlord's reasonable control.

(b) **ZONING.** Should the zoning ordinance of the municipality in which this property is located make it impossible for Landlord to repair or rebuild so that Tenant is not able to conduct

its business on these premises, then such partial destruction shall be treated as a total destruction as provided in the next paragraph.

(c) **TOTAL DESTRUCTION OF BUSINESS USE.** In the event of a destruction or damage of the leased premises including the parking area (if a parking area is a part of this lease) so that Tenant is not able to conduct its business on the premises or the then current legal use for which the premises are being used and which damages cannot be repaired within 60 days, this lease may be terminated at the option of either the Landlord or Tenant. Such termination in such event shall be effected by written notice of one party to the other, within 20 days after such destruction. Tenant shall surrender possession within 10 days after such notice issues and each party shall be released from all future obligations, and Tenant shall pay rent pro rata only to the date of such destruction. In the event of such termination of this lease, Landlord, at its option, may rebuild or not, at its discretion.

15. **CONDEMNATION.**

(a) **DISPOSITION OF AWARDS.** Should the whole or any part of the premises be condemned or taken for any public or quasi-public purpose, each party shall be entitled to retain, as its own property, any award payable to it. Or in the event that a single entire award is made on account of the condemnation, each party will then be entitled to take such proportion of said award as may be fair and reasonable.

(b) **DATE OF LEASE TERMINATION.** If the whole of the demised premises shall be so condemned or taken, the Landlord shall not be liable to the Tenant except and as its rights are preserved as in paragraph 15(a) above.

16. **DEFAULT, NOTICE OF DEFAULT, AND REMEDIES.**

EVENTS OF DEFAULT

A. Each of the following shall constitute an event of default by Tenant:

1. Failure to pay rent when due.
2. Failure to observe or perform any duties, obligations, agreements or conditions imposed on Tenant pursuant to the terms of the lease.
3. Abandonment of the premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than 21 consecutive business days.
4. Institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Court orders relief against the Tenant as a debtor; assignment for the benefit of creditors of the interest of Tenant under this lease

agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within 10 days after the appointment of the receiver.

NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant 10 days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in 10 days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365 day period.

REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following:

1. **Termination.** Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of reletting.

2. **Forfeiture.** If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

17. **RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER.** If default shall be made by either party in the performance of, or compliance with, any of the terms or conditions of this lease, and such default shall have continued for 30 days after written notice thereof from one party to the other, the person aggrieved, in addition to all other remedies now or hereafter provided by law, may, but need not, perform such term or condition, or make good such default, and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of 10% per annum, from the date of advance.

18. **SIGNS.** (a) Tenant shall have the right of attaching, painting or exhibiting signs on the leased premises, provided only (1) that any sign shall comply with the ordinances of the City of Dubuque and the laws of the State of Iowa; (2) any such sign shall not change the

structure of the building; (3) such sign, if and when removed, shall not damage the building; and (4) such sign shall be subject to the prior written approval of the Landlord, which approval shall not be unreasonably withheld.

19. **MECHANIC'S LIENS.** Neither the Tenant nor anyone claiming by, through, or under the Tenant, shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever, upon said premises or upon any building or improvement, or upon the leasehold interest of the Tenant, and notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien on the premises, and for the further security of the Landlord, the Tenant covenants and agrees to give actual notice thereof in advance, to any and all contractors and subcontractors who may furnish or agree to furnish any such material, service or labor.

20. **LANDLORD'S LIEN AND SECURITY INTEREST.** (a) Landlord shall have in addition to the lien given by law, a security interest as provided by the Uniform Commercial Code of Iowa, upon all personal property and all substitutions thereof, kept and used on said premises by Tenant. Landlord may proceed at law or in equity with any remedy provided by law or by this lease for the recovery of rent, or for termination of this lease because of Tenant's default in its performance.

(b) **SPOUSE.** N/A

21. **ENVIRONMENTAL.**

A. Landlord. To the best of Landlord's knowledge to date:

1. Neither Landlord nor Landlord's former or present tenants are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state or local codes, rules and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.

2. Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state and local codes, rules and regulations.

3. No leak, spill release, discharge, emission or disposal of toxic or hazardous substances has occurred on the premises.

4. The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances.

5. Landlord shall assume liability and shall indemnify and hold Tenant harmless against all liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which condition is not a result of actions of the Tenant or which condition arises after date of execution but which is not a result of actions of the Tenant.

B. Tenant. Tenant expressly represents and agrees:

1. During the lease term, Tenant's use of the property will not include the use of any hazardous substance without Tenant first obtaining the written consent of Landlord. Tenant understands and agrees that Landlord's consent is at Landlord's sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Landlord deems appropriate.

2. During the lease term, Tenant shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Tenant, and Tenant shall give immediate notice to Landlord of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.

Tenant, at its sole cost and expense, agrees to remediate, correct or remove from the premises any contamination of the property caused by any hazardous substances which have been used or permitted by Tenant on the premises during any term of this lease. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Tenant reserves all rights allowed by law to seek indemnity or contribution from any person, other than Landlord, who is or may be liable for any such cost and expense.

4. Tenant agrees to indemnify and hold Landlord harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuit, liabilities, attorney fees, engineering and consulting fees, arising out of or in any manner connected with hazardous substances, which are caused or created by Tenant on or after the date of this lease and during any term of this lease, including, but not limited to, injury or death to persons or damage to property, and including any diminution of the value of any leased premises which may result from the foregoing. This indemnity shall survive the cessation, termination, abandonment or expiration of this lease.

22. **SUBSTITUTION OF EQUIPMENT, MERCHANDISE, ETC.** (a) During its tenancy, the Tenant shall have the right to sell or otherwise dispose of any personal property of the Tenant situated on the premises, when in the judgment of the Tenant it shall have become obsolete, outworn or unnecessary in connection with the operation of the business on the premises; provided, however, that the Tenant shall, in such instance (unless no substituted article or item is necessary) at its own expense, substitute for such items a new or other item in substitution thereof, in like or greater value.

(b) Nothing herein contained shall be construed as denying to Tenant the right to dispose of inventoried merchandise in the ordinary course of the Tenant's trade or business.

23. **RIGHTS CUMULATIVE.** The various rights, powers, options, elections and remedies of either party, provided in this lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

24. **NOTICES AND DEMANDS.** Notices as provided for in this lease shall be given to the respective parties hereto at their respective addresses designated on page one of this lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid, by certified mail deposited in a United States mail box.

25. **PROVISIONS TO BIND AND BENEFIT SUCCESSORS, ASSIGNS, ETC.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties; except that if any part of this lease is held in joint tenancy, the successor in interest shall be the surviving joint tenant.

26. **CHANGES TO BE IN WRITING.** None of the covenants, provisions, terms or conditions of this lease shall be modified, waived or abandoned, except by a written instrument duly signed by the parties. This lease contains the whole agreement of the parties.

27. **RELEASE OF DOWER.** Not applicable.

28. **CONSTRUCTION.** Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

29. **BUILD-OUT OBLIGATION.** Tenant shall be responsible for any build-out, modifications or additions needed for Tenant's intended use of the leased premises. Tenant shall provide Landlord with a copy of Tenant's plans for such work prior to initiation of any work. The parties agree and acknowledge that as such plans must be consistent with the condominium plan for the Building and Land, the plans are subject to the consent and approval of Landlord. The plans shall provide for a separation of all utilities and similar services such that the leased premises may operationally stand alone as a separate unit of the Building to the extent possible. The parties agree and acknowledge that certain utilities and systems shall continue to be operated as integrated Building systems and sub-metered or costs otherwise allocated based on use.

30. **DATA CENTER LEASE.** Tenant shall sublease racks of space in the Data Center Room of the Building located in Unit 4 to other tenants or occupants of the Building. The parties agree and acknowledge that Tenant will expend funds to improve the data room as agreed

mutually by the parties. Such improvements shall include, but not be limited to, new racks, an independent climate control system with duplicate power sources and a fire suppression system. Landlord and Tenant shall agree upon the improvements prior to commencement of any such work. If Tenant exercises its right to acquire the leased premises, Tenant agrees to make available to other Unit occupants within the Building the right to continue to lease rack space upon reasonable market rate terms as agreed by the applicable parties.

Dubuque Childcare Collaborative, LLC, Landlord

By: Kevin J. Lynch
Its President

City of Dubuque, Iowa, Tenant

By: _____

An opportunity for collaboration



David Lyons, Innovation Consultant
Dubuque Initiatives



Chris Kohlmann, CIO
City of Dubuque

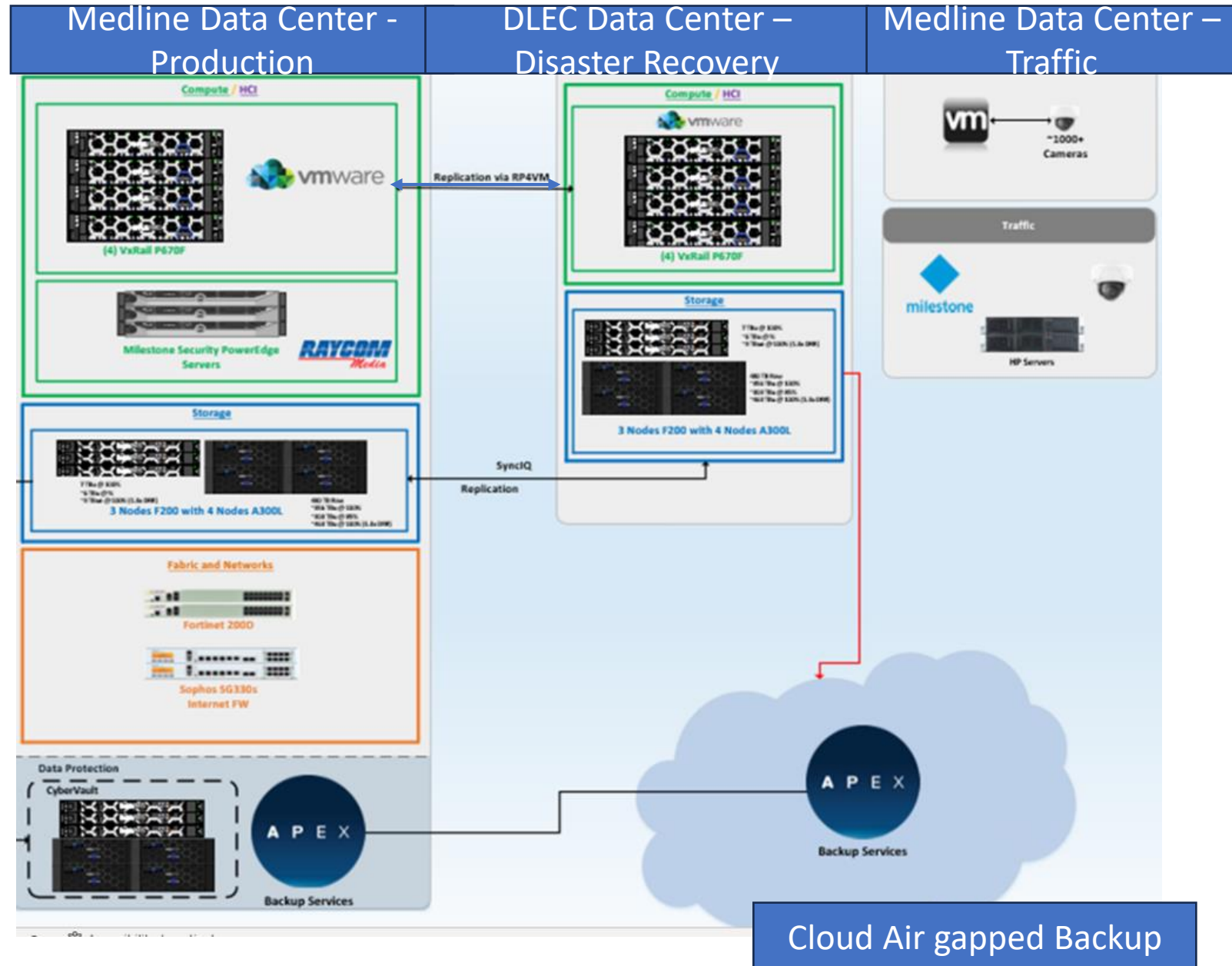
- Dubuque Initiatives, Inc. is a sustainable, non-profit organization, working as a community partner and catalyst, to undertake challenging projects involving job creation and/or community revitalization that supports a viable, livable and equitable community.
- Greater Dubuque Development is a non-profit, public/private organization that promotes growth, drives innovation, and champions the Greater Dubuque region as a nationally recognized community of progress, prosperity, and equity.
- In spring of 2021 Dubuque Initiatives updated its strategic plan to include a focus on childcare, and specifically to:
 - Increase the number of childcare slots available in the community
 - Convene state and national expertise to compliment work of local service providers and child care organizations
 - Serve as a liaison between Dubuque's child care organizations and area business and industry to address the private sector's support of operational costs
- Greater Dubuque Development shared concerns from industry, the study it had conducted with employers and childcare providers, the gaps that existed and the need to increase both availability of childcare and support for the childcare industry and workforce.

The Vision: A Dubuque-style public/private collaboration.

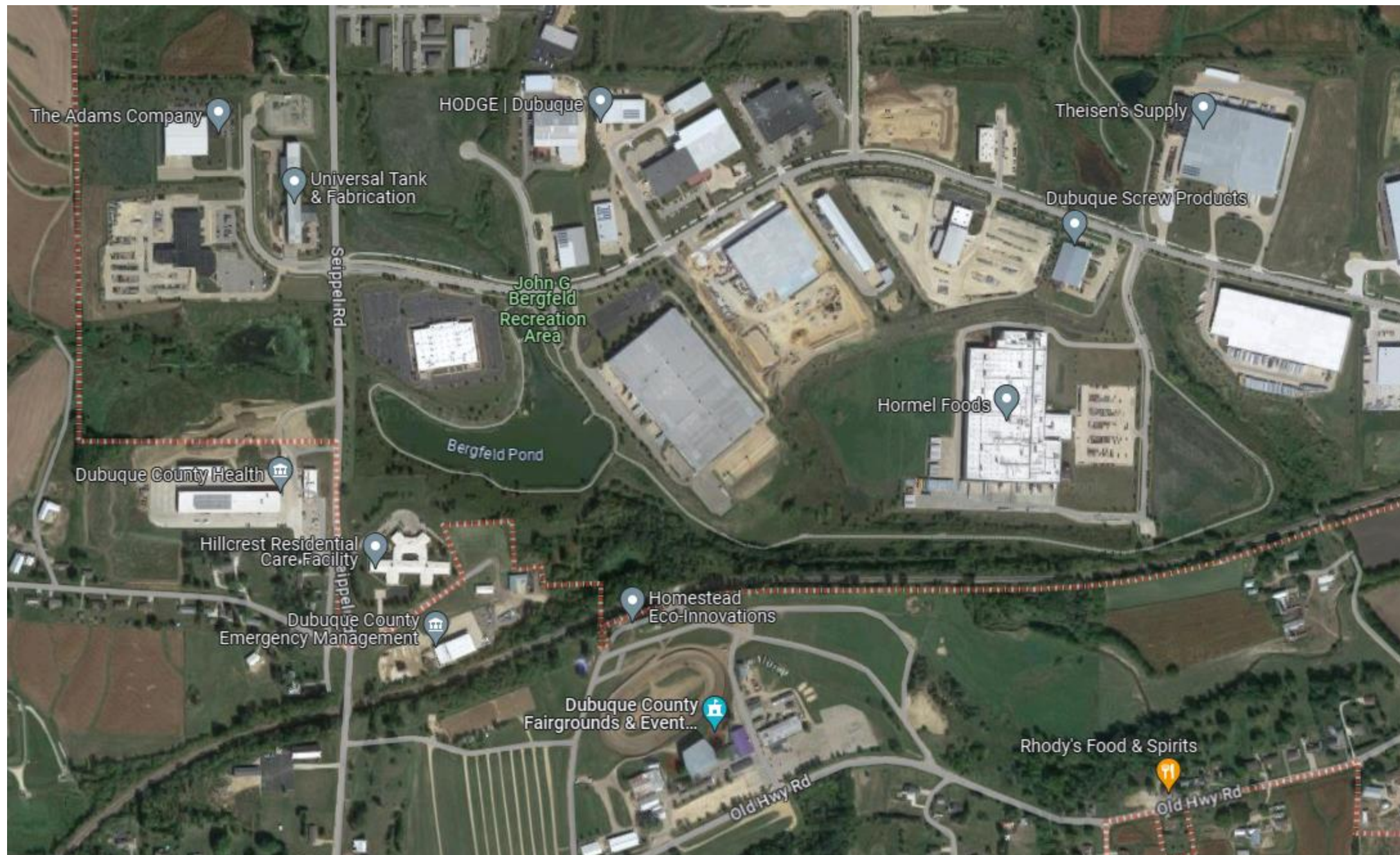
- **The Building.** Greater Dubuque Development undertook that effort for Dubuque Initiatives and was highly successful.
- **The Vision.** The Dubuque Initiatives Board of Directors established a vision for the building as a place for non-profit, community-oriented activities beginning with childcare capacity.
- **The Funding.** Dubuque Initiatives sought and received a matching grant from the State of Iowa.
- **The Partners.** We analyzed the building for additional opportunities to respond to high priority community needs.

City Needs for a Data Center

- Secure
- High Performance
- Supported
- Resilient







The Adams Company

HODGE | Dubuque

Theisen's Supply

Universal Tank
& Fabrication

Dubuque Screw Products

John G.
Bergfeld
Recreation
Area

Hormel Foods

Dubuque County Health

Hillcrest Residential
Care Facility

Dubuque County
Emergency Management

Homestead
Eco-Innovations

Dubuque County
Fairgrounds & Event...

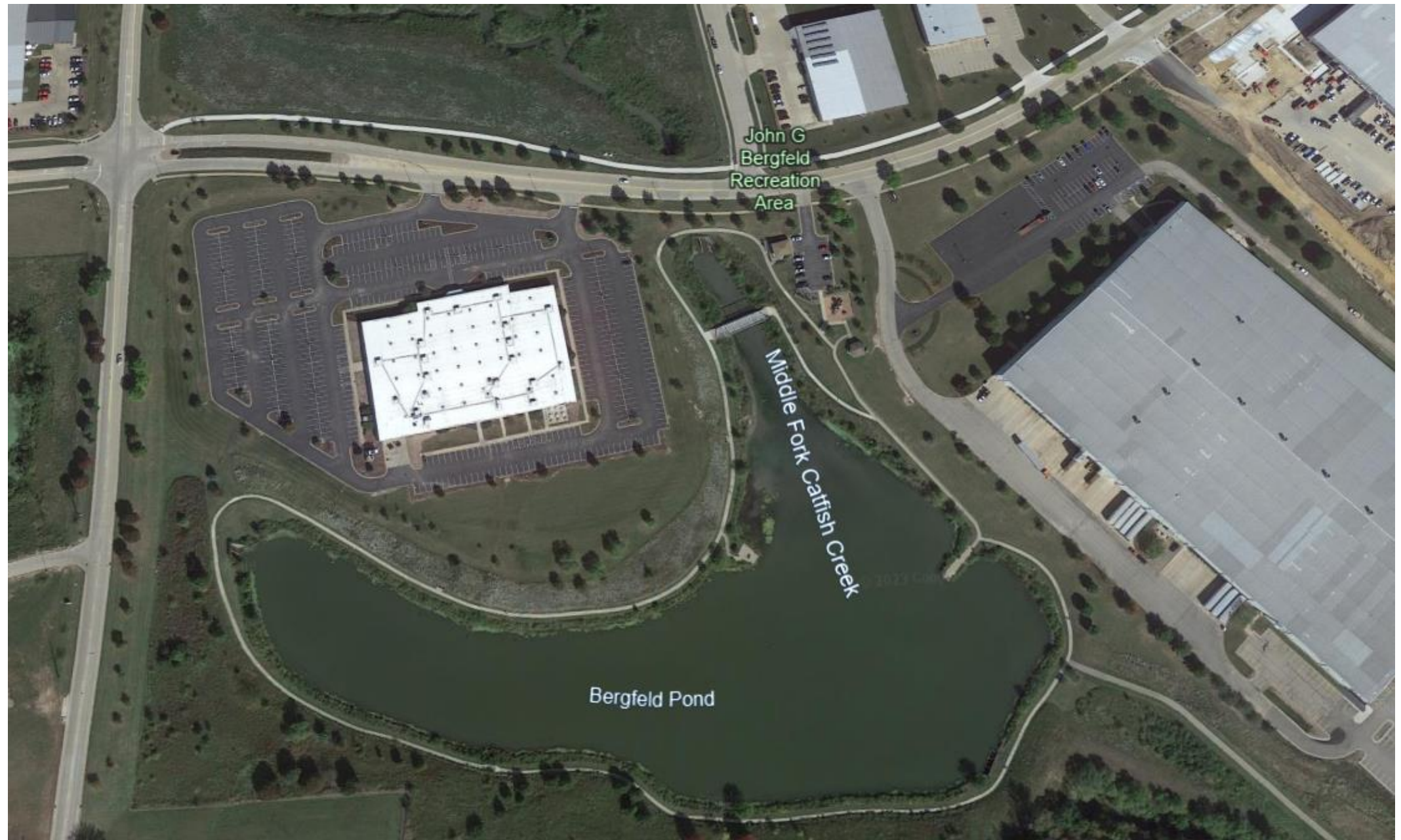
Rhody's Food & Spirits

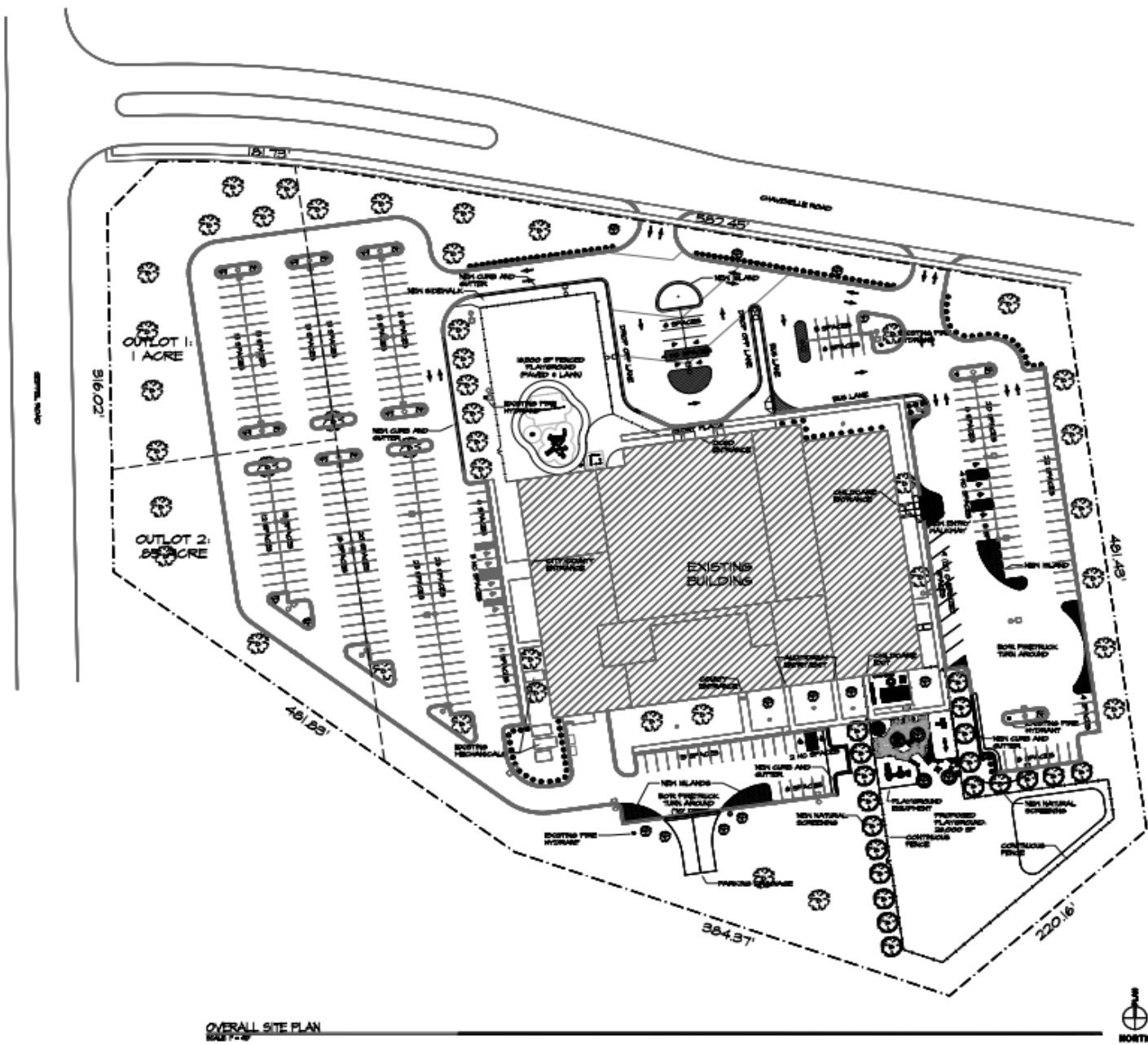
Seipel Rd

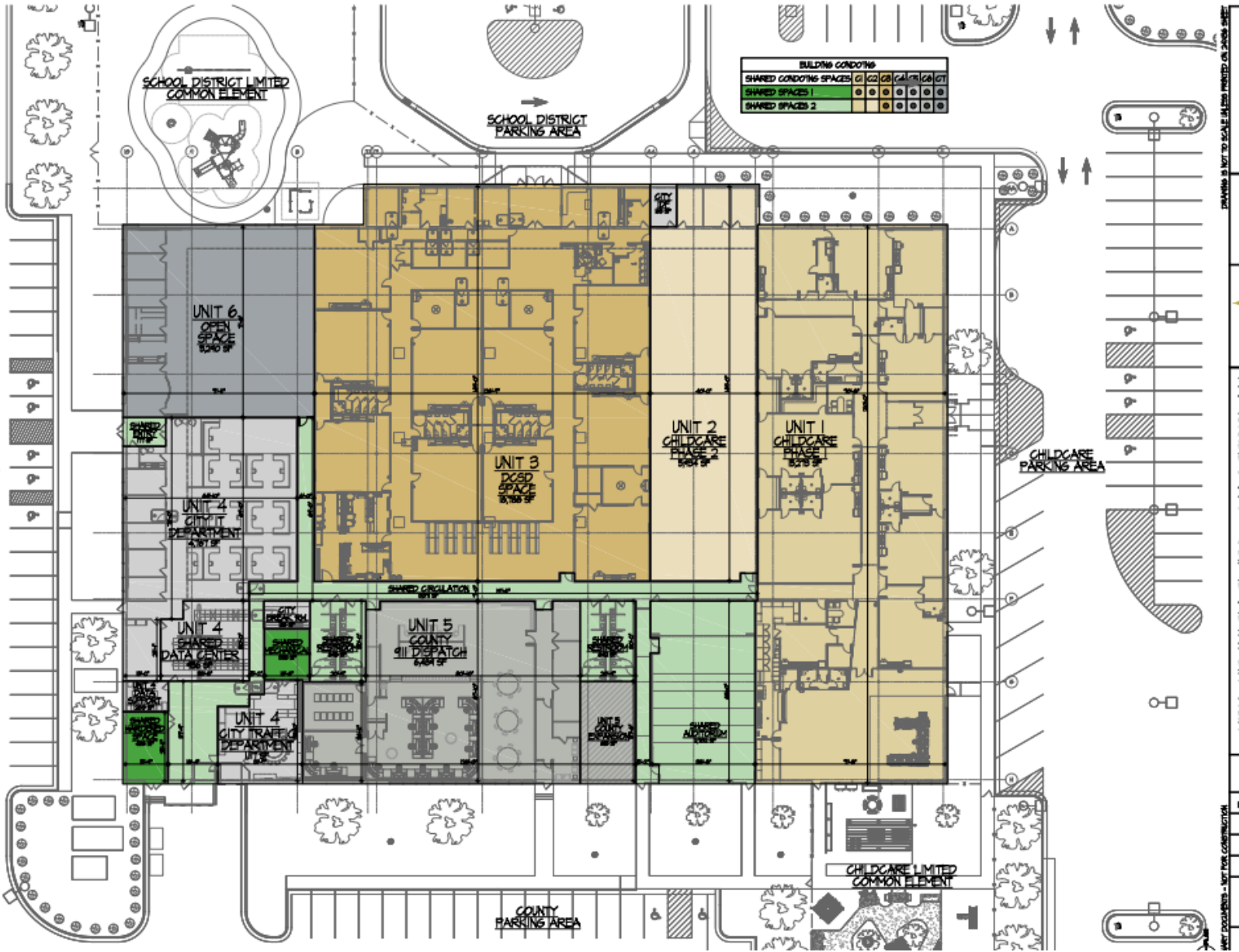
Old Hwy Rd

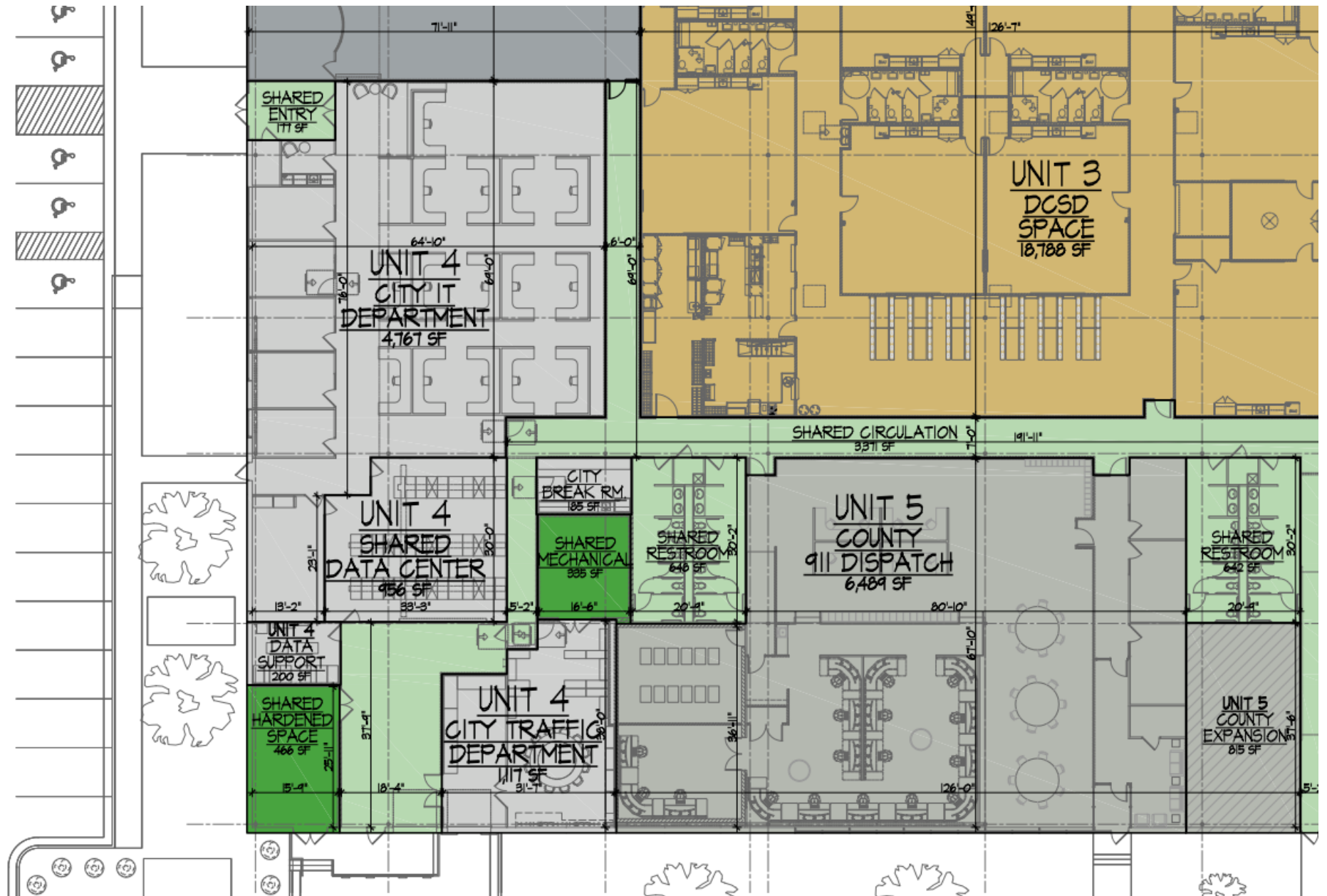
Old Hwy Rd

Bergfeld Pond

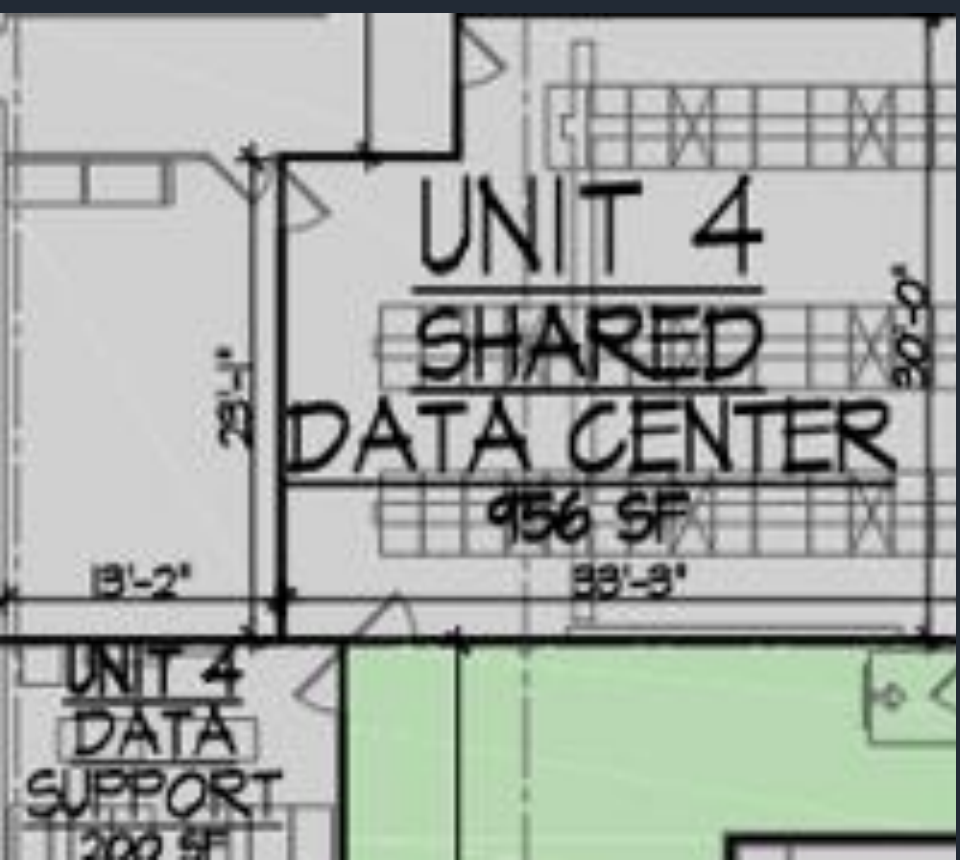
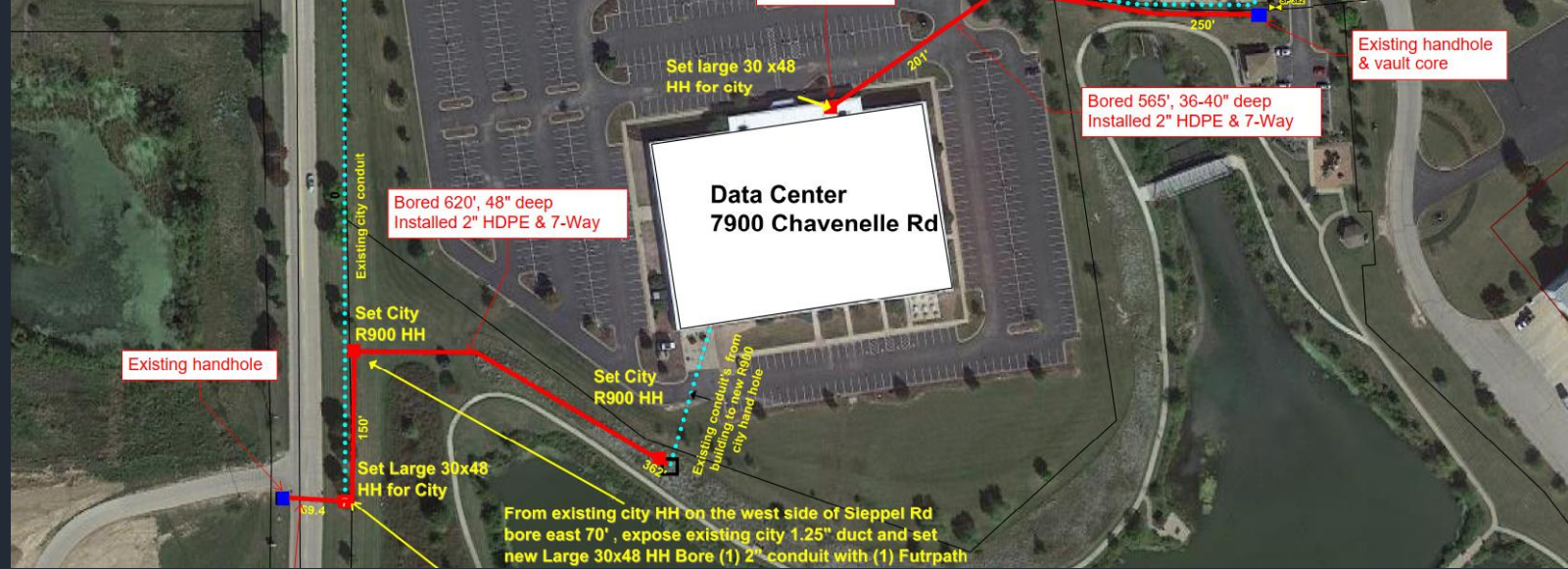






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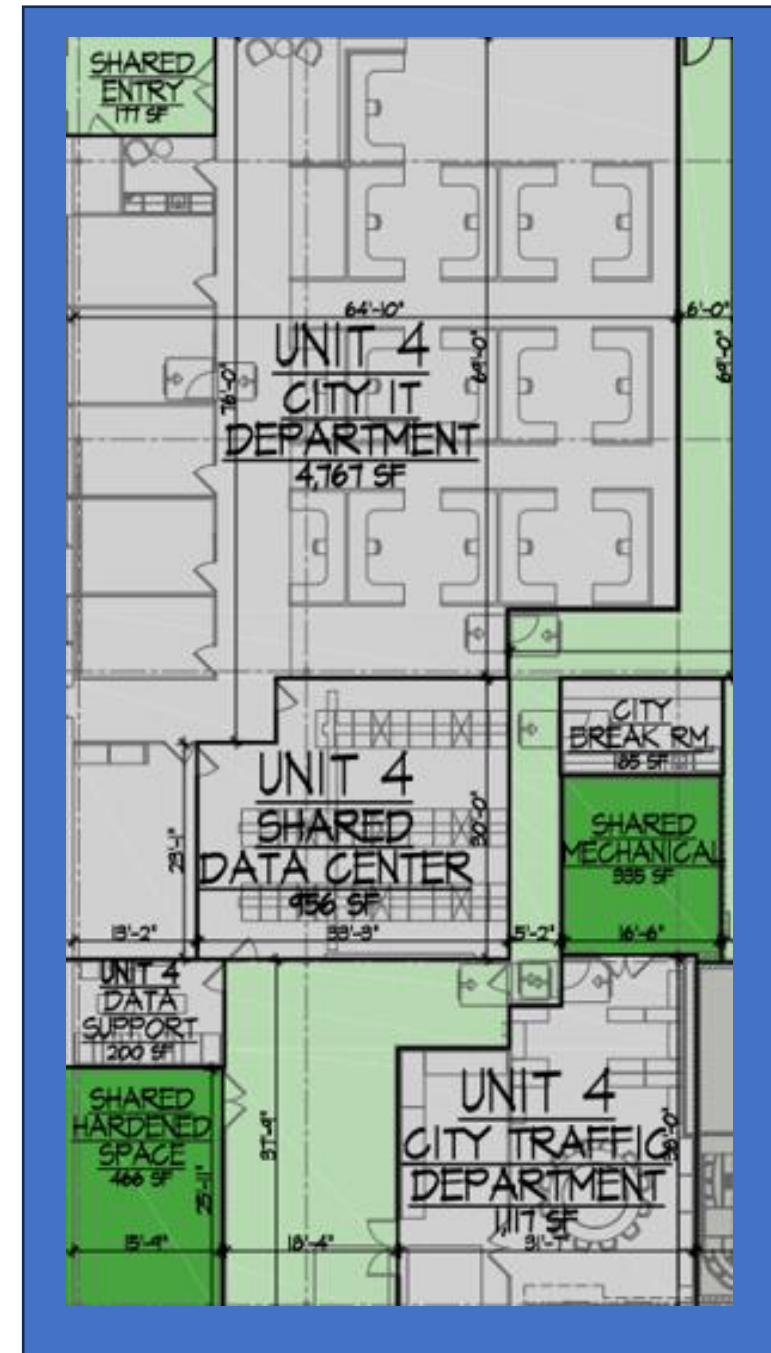
April 2024 Data Center Phase 1



- Turnkey Data Center for City and Traffic Hosted Applications
- Secure Entrance/Exits
- 18 Data Racks with Power and Cooling to each Rack Row
- Generator with Modular UPS Switching
- Co2 Fire Suppression
- Redundant Telecommunications paths
- Scalable

July 2024 IT Office Move

- IT Offices Move
- Traffic Workspace Ready
- Access Control and Surveillance Cameras
- Utilizes existing:
 - Workstations, desks, cubicles, and offices
 - Electrical
 - Low Voltage Network Wiring
- Leverages Redundancy and High Availability



Future Phase 2 Tier III Data Center

Expansion to
30 cabinets
(data racks)

Additional
Electrical
Capacity

Redundant
UPS

2nd Generator

Additional
Cooling Units

Co-location
Services to
Non-City Users

Capital Costs

IT/Traffic Offices

Phase 1 Data Center

Office Remodel	\$465,309.00
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Data Center Phase 1	\$881,064.00
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Total	\$1,346,373.00
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Sources of Funding

ARPA Broadband Funding	\$461,747.00
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Dubuque Industrial Center West TIF (McFadden Development Capital Improvement Project)	\$384,959.00
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Data Center CIP	\$499,667.00
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Total	\$1,346,373.00
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Lease Costs

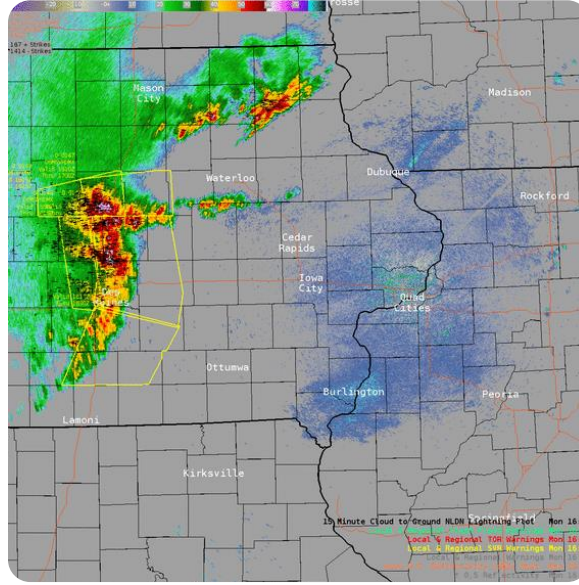
	Square Footage	Cost per square Foot	Monthly costs	FY2024*	FY2025	FY2026	FY2027	FY2028	FY2029
City IS Office	4,767	10.00	3,972.50	23,835.00	47,670.00	47,670.00	47,670.00	47,670.00	23,835.00
City Traffic	1,117	10.00	930.83	5,585.00	11,170.00	11,170.00	11,170.00	11,170.00	5,585.00
Data Center	956	10.00	796.67	4,780.00	9,560.00	9,560.00	9,560.00	9,560.00	4,780.00
Shared Data Support	200	10.00	166.67	1,000.00	2,000.00	2,000.00	2,000.00	2,000.00	1,000.00
Break Room	185	10.00	154.17	925.00	1,850.00	1,850.00	1,850.00	1,850.00	925.00
Total by FY	7,225.00	10.00	6,020.83	36,125.00	72,250.00	72,250.00	72,250.00	72,250.00	36,125.00

The cost estimates assume a term of 5 years starting January 2024, ending December 31, 2028. Expenses will be reflected as part of FY2024 and FY2025 (and beyond) Operating budgets in the Information Technology and Engineering Departments.

Utilities and Maintenance Costs

Location	Square Footage	Cost per square Foot	Monthly Costs	FY2024*	FY2025	FY2026	FY2027	FY2028	FY2029
City IS Office	4,767	3.10	1,231.48	7,388.85	14,777.70	14,777.70	14,777.70	14,777.70	14,777.70
City Traffic	1,117	3.10	288.56	1,731.35	3,462.70	3,462.70	3,462.70	3,462.70	3,462.70
Data Center	956	3.10	246.97	1,481.80	2,963.60	2,963.60	2,963.60	2,963.60	2,963.60
Shared Data Support	200	3.10	51.67	310.00	620.00	620.00	620.00	620.00	620.00
Break Room	185	3.10	47.79	286.75	573.50	573.50	573.50	573.50	573.50
Totals	7,225		1,866.46	11,198.75	22,397.50	22,397.50	22,397.50	22,397.50	22,397.50

*The utilities and maintenance cost estimates assume starting January 2024. Expenses will be reflected as part of FY2024 and FY2025 (and beyond) Operating budgets in the Information Technology and Engineering Departments.



What Does This Mean For Dubuque?

- Physical Safety and Security of Technology and Data Assets
- Redundancy of
 - Data
 - Communications
- Resiliency
- High Availability

**City of Dubuque
City Council Meeting**

Action Items # 04.

ITEM TITLE: Request for Proposals: Automated Speed Enforcement

SUMMARY: City Manager recommending City Council approval to release the attached request for proposal which outlines the services the City will require from a vendor to accommodate and facilitate the new City of Dubuque Ordinance for Automated Speed Enforcement.

SUGGESTED DISPOSITION: Suggested Disposition: Receive and File; Approve

ATTACHMENTS:

Description	Type
MVM Memo	City Manager Memo
MVM Memo Request for Proposals Automated Speed Enforcement	Staff Memo
Insurance Schedule J	Staff Memo
RFP Automated Speed Enforcement Program	Staff Memo



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Request for Proposals: Automated Speed Enforcement

DATE: December 27, 2023

Chief of Police Jeremy Jensen is recommending City Council approval to release the attached request for proposal which outlines the services the City will require from a vendor to accommodate and facilitate the new City of Dubuque Ordinance for Automated Speed Enforcement.

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


Michael C. Van Milligen

MCVM:sv

Attachment

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



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

December 21, 2023

TO: Michael C. Van Milligen
City Manager

FR: Jeremy Jensen
Chief of Police

RE: Request for Proposals: Automated Speed Enforcement

BACKGROUND

On November 20, 2023, the City Council approved the ordinance allowing for Automated Speed Enforcement (ASE). The ordinance is the first step in implementing a program. The next step to find a vendor that can accommodate and facilitate what is in our ordinance.

DISCUSSION

During City Council discussions about ASE, the City Council provided guidance into what should go into a policy. Policy is the third step to implementing an ASE program, but in order for the policy to be completed a vendor must be selected to help guide the policy based upon the capability of the equipment and software. The City will obviously have final say in that policy, which will be presented to the City Council as an agenda item prior to fully implementing a program.

The attached request for proposal outlines the services the City will require from a vendor.

ACTION REQUESTED

Review and approve the release of the attached request for proposals.

City of Dubuque Insurance Requirements for Professional Services

INSURANCE SCHEDULE J

1. _____ shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project # _____ or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.
8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to mutual agreement of the parties.

INSURANCE SCHEDULE J (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
- 2) Include endorsement indicating that coverage is primary and non-contributory.
- 3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
- 5) Policy shall include Waiver of Right to Recover from Others endorsement.
- 6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit	\$1,000,000
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Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

- 1) Policy shall include Waiver of Right to Recover from Others endorsement.

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

City of Dubuque Insurance Requirements for Professional Services

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

D) UMBRELLA/EXCESS LIABILITY \$1,000,000

The General Liability, Automobile Liability and Workers Compensation Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

E) PROFESSIONAL LIABILITY \$2,000,000

If the required policy provides claims-made coverage:

- 1) The Retroactive Date must be shown and must be before the date of the agreement.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
- 3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

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.

City of Dubuque Insurance Requirements for Professional Services

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

**CITY OF DUBUQUE, IOWA
REQUEST FOR PROPOSALS FOR
AUTOMATED SPEED CAMERA ENFORCEMENT PROGRAM**

Purpose

The City of Dubuque is currently seeking sealed proposals from qualified firms with demonstrated experience in automated speed enforcement to provide and operate photo enforcement equipment and citation processing service as outlined herein. Services to be provided include, but are not necessarily limited to, provision and installation of equipment, system upgrades and maintenance, violation identification assistance, management information reports, and citation processing and mailing services. All proposals will be evaluated.

Background

The City of Dubuque has identified automated speed enforcement cameras as systems that can assist the Dubuque Police Department in traffic safety and accident reduction. The City recognizes that these systems can provide year-round, 24- hour enforcement and are not dependent on the direct, live observation of violations. In order to maximize accident prevention and safety enforcement while minimizing staff involvement, the City of Dubuque is seeking proposals from qualified firms to provide automated traffic violation enforcement.

Method

This solicitation is a Request for Proposals (RFP). Proposals will be reviewed by a Selection Committee that will evaluate each proposal according to the selection criteria outlined in the RFP. Interviews may be requested with one or more firms responding to the RFP. All costs associated with preparing a response or attendance at subsequent interviews, are to be the Vendor's responsibility.

Award of this contract, if any, will be to the firm or firms deemed most qualified, in accordance with the selection criteria, to perform the services outlined in this RFP and other services as deemed necessary by the City. Pricing, while an important factor, will be only one of the criteria used to evaluate the responses to the RFP.

The City may reject any proposal not in compliance with all prescribed public bidding procedures and requirements and may reject any or all proposals. The City reserves the right to waive any requirement or condition of the RFP upon finding that it is in the public's best interest to do so or any irregularities in a response. The City reserves the right to award to one or multiple vendors. All proposals will become the property of the City of Dubuque. The Vendor must clearly identify any part of its proposal deemed to be proprietary information.

Proposal Deadline

Bidders are to post electronic copies of their proposals on or before **5:00 PM CST on January 26, 2024** to:

<https://cityofdubuque.sharefile.com/r-r651146989d4f48e2bb06dcfddca1d46d>

Proposals received after the stated date and time will be considered non-responsive. Faxed or emailed proposals are not acceptable.

All bids must be valid for a period of 90 days after bid opening. All bids must address all RFP requirements. Partial or incomplete bids will be rejected.

Project proposals will be reviewed after the closing date. The intention is to present the awarded contract to the Dubuque City Council on March 4, 2024.

Request for Clarifications or Inquiries

All inquiries or requests for clarifications must be submitted in writing to Chief Jeremy Jensen at jjensen@cityofdubuque.org and must be received by **3:00 PM CST on January 19, 2024**.

The City will issue a response in the form of an addendum to the RFP if a substantive clarification is in order. Oral instructions or information concerning the RFP given out by officers, employees, or agents of the City to prospective Vendors shall not be binding. The City is not responsible for late or incomplete proposals. The City is not responsible for any costs associated with the compilation or submittal of the response.

Project Description

The Vendor shall provide a fixed and mobile speed enforcement system(s) that produces photos, which are communicated directly from the system to the Vendor. Prior to issuing a citation, the Vendor shall process the photos and electronically transmit the processed photos to the secure website for review by an authorized issuing officer(s). The officer(s) shall be able to electronically approve or reject those images for which citations will or will not be issued. The Vendor shall send the citations to the violator via first class U.S. mail and document the process for evidentiary purposes in court. If the violator does not pay the fine within a specified time period, a second and third notice will be sent by the Vendor. Citations that remain unpaid after the third notice will be provided in an approved format to the City of Dubuque for further disposition.

The awarded firm shall provide a representative for contact and field technical work (i.e. moving cameras and repair of malfunctioning equipment). The Vendor will also supply, at a minimum, monthly management information reports that include the number of

violations at each installation, number of violations cited, number of violations not cited, and reasons for non-issuance. Proposals should contain other report data that can be included under the proposed system.

Scope of Services

The Vendor will be responsible for the provision, implementation, and continuing satisfactory performance of the hardware, software, vehicle (if applicable), and services described in this RFP. This includes the integration of all necessary camera and detection equipment, computer hardware and software, any related infrastructure and relationships for citation processing services, training, and any other related services as necessary into a functioning system. Partial proposals are not acceptable. The Vendor shall maintain ownership of the equipment throughout the course of this contract but may offer optional terms for a lease agreement or per paid citation basis.

Services to be performed under this contract include but are not limited to:

- Provide, install, and make operational, automated enforcement devices for the duration of the contract.
- Provide, install, and make operational, the computer hardware and software, and all other electronic equipment necessary to support data capture and retrieval.
- Provide citation processing services that include but are not limited to image processing, owner identification, citation and notification preparation and mailing, coordination with Police Department personnel, or to the District Court of Marshall County, making citation images available on a secure website and tracking and reporting statistical information and data.
- Create, maintain, and host a secure website that allows officers to review violation photos and choose to issue or not issue a violation citation; the Vendor would then process and mail the violations.
- Create, maintain, and host a website for violators to view their violations.
- Provide ongoing service and support to photo RADAR/LIDAR operations such as equipment maintenance; repair and servicing; system modifications as needed to ensure accuracy and efficiency without reducing hours of operation; staff training; expert testimony in court as needed; and participation in program communications and strategy evaluation.
- Training personnel involved with the operation of the program.

Work closely with City staff throughout all stages of the project to ensure the needs of the City are met.

Equipment Requirements

The equipment proposed must satisfy the following minimum criteria:

- Imprint the following information on each image without obstructing the images of the vehicle or license plate:
 - a. Date, time, and year of the violation.
 - b. Time of the violation stated in military time of hours, minutes, and seconds.
 - c. The frame sequence.
 - d. Location identifiers – name of intersection and/or streets or other appropriate identifiers.
 - e. The speed of the vehicle at the time of the violation.
- Be capable of providing an image visible to the naked eye of the license plate of the vehicle. The image may be digitized for retrieval and archiving purposes; however, the original images must be maintained until such time as the case has been completely adjudicated.
- Be able to automatically detect a vehicle that is violating a set speed.
- Include camera enclosures that are tamper-proof.
- Provide clear and readable images twenty-four hours a day in any type of weather conditions, including but not limited to, bright sunlight, darkness, wind, rain, or snow.
- Provide images that clearly show:
 - a. The scene of location where the violation occurred.
 - b. The vehicle in violation, identified by color, make and model of vehicle.
 - c. The license plate of the vehicle, including license plate numbers and letters and state of issuance.
- Proposals shall describe in detail the maximum coverage area of the camera, how many lanes, etc.
- All equipment supplied pursuant to this RFP shall be certified new and current and certified by the manufacturer to be in good working condition and capable of all warranties.
- The proposal shall identify operational standards for the system offered, including downtime for the camera, percentage of images that cannot be processed, and other operational characteristics that may have an impact on the effectiveness of the system.

Technology Requirements

- The Vendor must propose and supply a product line that, to the best of its knowledge, is not obsolete or near obsolete.
- Should equipment or technological upgrades become available during the project, the Vendor must offer the City the opportunity to upgrade their equipment at no charge.
- Only equipment or production models that have been satisfactorily demonstrated to the City, or that have a demonstrated record of successful deployment by other law enforcement agencies, in similar-sized cities will be used. The City should not be either the smallest or largest customer of the Vendor. The Vendor must document successful deployments by including the names and telephone numbers of contact persons as part of the reference requirements of this RFP.
- The equipment supplied must be of new manufacture (not used or demo units), of the best quality, and installed in accordance with approved recommendations of the manufacturer thereof and must conform to the equipment specifications listed in this RFP.
- The equipment must meet all applicable Federal standards and specifications and be of a type approved for this use.
- The equipment must be capable of executing its functions so that it performs according to and fulfills the requirements of the City of Marshalltown.
- The Vendor must provide and install all equipment necessary to meet the requirements of this RFP.
- The equipment must be capable of detecting and displaying in a digital readout manner the speed of target vehicles.
- The equipment must provide readouts in miles per hour and be capable of recording speeds within an accuracy tolerance of plus or minus one mile per hour (+/- 1 mph) of the actual speed of target vehicles.
- Cameras must be capable of high-speed image capture on multi-lane streets (a minimum of four lanes of traffic) and be capable of capturing high-resolution images of offending vehicles.
- Speed and ease of processing - the system must be able to load images in a timely manner (**less than one minute**) for approval by police personnel.

Statistical Analysis and Reports

- The system must incorporate a software application capable of computing and

analyzing time, date, speed, number of vehicles, weather, and other data required for automated citation generation and traffic analysis.

- The Vendor must provide the City with a monthly report within ten (10) days following the end of the month.
- The monthly report must include the following:
 - a. The total number of citations issued.
 - b. The total number of images and percentage of total vehicles whose image was taken.
 - c. The total number and percentage of violations, delineated by speed and location.
- The Vendor must provide the City with the ability to research and generate custom reports.

Archiving and Storing

- If the Vendor offers digital image storage systems, the City will require online retention of images for a period of six (6) months. This does not apply to images for which citations are dismissed unless the image was part of trial evidence.
- The City of Dubuque will provide specifications for storage facilities.
- Retrieval of archived information must be available within eight (8) working hours of a request for retrieval.

System Maintenance

- The Vendor must provide maintenance on the photo enforcement unit and related equipment, such as but not limited to, the camera, video, sensors, and computer, during the duration of the contract.
- The Vendor must provide service and support response times along with an emergency response policy and the Vendor must provide backup equipment so that no operational downtime is experienced. If repairs and replacement parts need to be provided by the Vendor, a substitute photo enforcement unit with comparable functioning equipment must be provided at no charge to the City to prevent downtime. Any downtime in enforcement due to repairs, maintenance, and/or accidents (if on a monthly lease agreement) will result in a reduction in the monthly payment to the Vendor prorated to the average number of citations issued per day during the highest citation volume month of the current year.

- To achieve reasonable reliability and availability, the Vendor must provide a preventive maintenance program. Maintenance should occur at scheduled intervals. Maintenance should include the running of diagnostics to ensure the early identification of any component failure.
- The Vendor must provide a mechanism and procedure for backing up all data files.
- The Vendor must provide security precautions against unauthorized use and accidental destruction or modification of data because of human intervention or other disasters such as power failure.

Training Requirements

- The Vendor must provide training for photo enforcement operators and relevant other staff including but not limited to staff from the Police and Finance Departments and the City's Information Services Department. The Vendor must provide technical instructions on equipment use and operation. Such training must be an appropriate blend of classroom instruction and "hands-on" practical training with the equipment to be used. Course content must include the theory of the device; the technical knowledge required for court purposes; imagery principles; and actual deployment techniques.
- The Vendor must supply all technical training materials and handouts in sufficient quantities to cover the training of identified persons.
- The Vendor must provide the City with the license to duplicate training materials if necessary.
- The Vendor must provide the training at a City facility.

Court Challenges

- The Vendor must provide, on demand, a technically qualified witness to provide expert testimony in court with respect to photo enforcement technology if necessary.

Citations and Records

- The Vendor will be responsible for processing and delivering violator images and data daily to the Dubuque Police Department.
- The Vendor will use the license plate number from the photographs to identify the vehicle owner from the Department of Motor Vehicle records.
- The Vendor must prepare and mail citations, photos, and required forms within ten (10) business days to all violators for those images approved by Police Department staff.
- The Vendor must provide an electronic file containing all the data on the respective

citations to the City of Dubuque. The file format must be acceptable to the respective parties.

- The Vendor must maintain and provide supporting records of violations to the City.
- The Vendor must maintain a proper chain of evidence that meets the needs and requirements of the City.
- The Vendor must destroy all images within sixty (60) days when the Police Department and the court dismiss citations or when citations are not issued.
- The Vendor must provide an audit trail of all voided and destroyed images.
- Vendors must be able to follow the fine matrix as outlined in attached City of Dubuque Automated Speed Enforcement Ordinance.

Documents and Manuals

The Vendor must provide the City with all relevant specifications, manuals, and materials relating to the capabilities and operation of the equipment.

Warranty and Maintenance

The Vendor must warrant and maintain all equipment provided to the City throughout the duration of the contract. Include a complete discussion of the warranty for all equipment in the proposal.

Invoicing

The Vendor must coordinate with the City's Finance Department to set up billing and accounting procedures acceptable to the City.

Should the Vendor propose a citation-based fee, the City will only be billed for those citations that result in money being collected by the City.

Patents/Copyrights

The City requires that all hardware, software, and system technology provided by the Vendor for this project must be of original development by, or under license to, the Vendor and must not infringe upon or violate any patent, copyright, or trade secret of any person or company.

The Vendor agrees to incur the cost of defending any suit or proceeding brought against the Vendor or City, who alleges that all or any part of the RADAR/LIDAR camera technology provided by the Vendor infringes on any patent, copyright, or trade secret. In addition, the Vendor agrees to pay all damages and costs awarded against the City or Vendor as a result of any such suit or proceeding, including attorney's fees.

In the event that such a suit or proceeding is held to constitute an infringement, the Vendor agrees to incur the expense of either 1) procuring for the city the right to continue using the technology or any part of it; 2) replacing the technology or any part of it with non-infringing technology that is equal or better than the originally installed equipment; or 3) modifying the technology or any part of it to the City's satisfaction so that it becomes non-infringing.

Should none of the above options be possible or feasible, the City shall require the Vendor to remove the technology from the City's premises at no cost to the City. The Vendor shall be held financially responsible for all costs incurred by the City for the replacement of the infringing technology with non-infringing technology from another Vendor.

Contract Term

The term of the initial contract with the City shall be one year, beginning on the date of contract execution. The City reserves the right to renew the contract each year for up to four (4) additional years. The total contract term, including all renewals, shall not exceed five (5) years. The contract may be terminated by mutual consent of the parties, or at the City's sole discretion, upon thirty (30) day written notice.

Upon contract expiration or termination, the Vendor shall arrange with the City to remove equipment from the City property at the Vendor's sole expense within 30 days of such expiration or termination. Upon removal of equipment, the Vendor shall restore the affected areas where equipment was placed to the conditions which existed prior to this contract.

Proposal Format

To standardize responses and simplify the comparison and evaluation process, all proposals must be organized in the manner set forth below, separated into sections, with each section titled appropriately with a Table of Contents identifying each section. A letter of interest must accompany the proposal. The letter shall stipulate that the Vendor accepts all terms and conditions of the RFP. The letter shall name the person(s) authorized to represent the Vendor in any negotiations and the name of the person(s) authorized to sign any contract that may result. A legal representative of the Vendor's firm, authorized to bind the firm in contractual matters, must sign the letter of interest.

- a. Business Organization. The full name and address of the firm that will perform the services described herein. A statement shall be included from the firm that, to the best of its knowledge, there are no circumstances that shall cause a conflict of interest in performing services for the City of Marshalltown and indicating a willingness to enter into a contract to provide the services described herein.
- b. Business Financial Condition. Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede the firm's ability to complete or

continue the project. Recognizing that substantial capital is required to support an automated enforcement program, only vendors who can demonstrate financial viability will be considered.

- c. **Project Team's Capabilities.** The proposal shall indicate how well the team's qualifications and experience relate to this specific project. A project manager for the Vendor must be specified as well as the team members and each member's responsibility. A list of all subcontractors, if any, to be utilized by the proposing firm shall be included. Provide for each subcontractor: firm name, address, and contact person(s). Include a detailed description of the work to be performed by each subcontractor. Firms are encouraged to solicit quotes from Disadvantaged Business Enterprises (DBE) if possible. For a listing of certified DBE contractors, visit the State of Iowa website at <https://www.bidx.com/ia/lettings>.

This section shall also include:

- a. Approximate number of people to be assigned to the project.
 - b. Extent of principle involvement.
 - c. Team qualifications and experience in similar or related projects.
 - d. Names of key members who will be performing the work on this project and their responsibilities.
 - e. Resources available to perform the work for the duration of the Project.
 - f. Vendor's internal procedures and/or policies for work quality, accuracy, and timely customer service.
- d. **Project Understanding and Approach.** The responding firm shall state in detail its understanding of the project as outlined and a detailed proposal that includes the firm's proposed methods to complete the project, including availability and resources, the system to be used, installation plan, process for citations, and invoicing method. Details to be included under this section include:
 - 1. Descriptive information on the major system components, equipment, facilities, and services, and how they will function together to meet the requirements of the City.
 - 2. Explain the procedure for determining and repairing equipment malfunctions.
 - 3. Provide information on the percentage and kinds of errors experienced by the Vendor resulting from citation processing services.
 - 4. Provide details on how images will be destroyed when citations are dismissed or not issued.
 - 5. Describe your ability and strength in providing citation-processing services from the time the image is taken until the citation is in the mail.
- e. **References.** Include a list of at least five (5) references for whom similar work has been performed in similar-sized cities and installations. Include a contact name and phone number for each. Include references for any subcontractors with a contact name and phone number as well. Representatives of the City, at their discretion, may call any of the references listed or any other known references to verify the performance of the firm.

- f. Insurance. See attached Insurance Schedule J.
- g. Pricing Proposal. Vendors may propose either or both types of agreements – per paid citation or lease. Include a detailed explanation of which type of system you are proposing and the benefits and costs to the City. A complete pricing proposal must be included that details the costs of all goods and services that would be invoiced to the City, **per location or per citation**, as applicable. Pricing shall be a significant factor in determining the number of locations that will receive a system.

Proposal Review

Proposals will be evaluated by a selection committee based upon the following criteria. The City intends to award the contract to the Vendor(s) whose system is deemed to be most advantageous to the City and cost alone will not be the sole selection criteria.

The City reserves the right to reject any and all proposals.

During the evaluation process, the City has the right to request clarifications in order to fully understand the Vendor's approach to the project and view of the scope of the work.

Selection Criteria

Experience, Qualifications, and Expertise

Experience and reliability in providing similar services to other agencies. History of similar services provided to the City of Dubuque, if any.

Capabilities and Resources

Capabilities and resources available to perform the requested services. Financial health and viability of the company.

Project Understanding and Approach

Firm's understanding of the scope of work and methodology to be used.

Pricing

Proposed pricing and timeframe to complete.

Quality, Thoroughness, and Responsiveness of Proposal

How well the proposal followed the specified format and detailed all requested information.

References

Information received from references.

Geographic Location of your Firm

Location of the firm to be providing services and proximity to Dubuque.

Other Provisions

Insurance Certificate

The Vendor must submit an insurance certificate to comply with city requirements at the time a contract is issued.

Signature by Responsible Party

All proposals must be signed with the firm name and by a responsible officer or employee authorized to transact business on behalf of the firm, partnership, or corporation. No vendor may assign or transfer any legal or equitable interest in his proposal after the date and hour set for the receipt of the proposals.

City's Rights Reserved

The City reserves the right to accept any or all proposals in whole or in part, to waive any irregularities in any proposal, to accept the proposal which in the judgment of the City is most advantageous to the City, and to re-advertise if desired.

Conflict of Interest

The Vendor agrees that it presently has no interest, and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its service hereunder. The Vendor further agrees that in the performance of the agreement, no person having any such interest shall be employed.

Interest of Public Officials

No member, officer, or employee of the City during this tenure or for one year thereafter, shall have interest, direct or indirect, in this proposal or the proceeds thereof.

Ownership

All documents and materials prepared pursuant to this proposal are the property of the City of Marshalltown. The City shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other material prepared under this process.

Verbal Agreement

No verbal agreement or conversation with any elected or appointed official, agent, or employee of the City, either before, during, or after the submittal of this proposal shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the firm to any additional compensation or consideration whatsoever under the terms of this Request for Proposal.

Anti-Discrimination

The Vendor shall not discriminate against any person or applicant for employment because of race, color, creed, religion, sex, national origin or ancestry, sexual orientation, gender identity, age, marital status, physical or mental disability, or political beliefs or affiliations.

Proposals Not Confidential

Under Iowa Open Records Law, Chapter 22 of Iowa Code; *Disclosure of Proposal Content, "Examination of Public Records,"* all records of a governmental body are presumed to be public records, open to inspection by members of the public. Section 22.7 of the Iowa Code sets forth a number of exceptions to that general rule, establishing several categories of "confidential records". Under this provision, confidential records are to be kept confidential, "unless otherwise ordered by a court, by the lawful custodian of the records, or by another person duly authorized to release such information". Among the public records which are considered confidential under this Iowa Code provision are the following:

- Trade secrets which are recognized and protected as such by law.
- Reports to governmental agencies which, if released, would give an advantage to competitors, and serve no public purpose.

Under Chapter 22 of the Iowa Code, the City, as custodian of the proposal submitted in response to a Request for Proposals or Qualifications, may but is not required to keep portions of such proposals confidential under either of the above exceptions (#3 and #6 in the Code). If a responding individual or firm determines that a portion or portions of its proposal constitute a trade secret or should otherwise be kept confidential to avoid giving an advantage to competitors, a confidentiality request may be submitted with the proposal identifying which portion or portions of the proposal or bid should be kept confidential and why. The burden will be on each individual proposer to make such a confidentiality request and to justify the application of a confidentiality exception to its proposal. The City will not under any circumstance consider the entire proposal to be a confidential record.

If a request is thereafter made by a member of the public to examine a proposal including the portion or portions thereof for which a confidentiality request has been made, the City will so notify the proposer and will keep confidential that portion of the proposal covered by the confidentiality request, pending action by the proposer requesting confidentiality to defend its request. In that notification, the proposer requesting confidentiality will be given not more than 5 calendar days within which to file suit in Marshall County District Court seeking the entry of a declaratory order and/or injunction to protect and keep confidential such portion of its proposal. Absent such action by a proposer requesting confidentiality, and absent the entry of a court order declaring such portion or portions of the proposal confidential, the entire proposal will be released for public examination.

If the process for selecting the best proposal, or most qualified firm, includes two or more evaluation stages, in which proposals are evaluated at each stage and the field of competing proposals is reduced, all proposals submitted shall be kept confidential, pursuant to Section 22.7 of the Iowa Code, subsection 6 cited above, until completion of the final stage of the evaluation process in order to avoid giving advantage to competing proposers. Upon completion of the final stage in the evaluation process, all competing proposals shall be subject to disclosure, if not otherwise determined confidential as above provided.

EXHIBIT A
City of Dubuque Insurance Schedule J

City of Dubuque Insurance Requirements for Professional Services

INSURANCE SCHEDULE J

1. _____ shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project # _____ or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to 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.

City of Dubuque Insurance Requirements for Professional Services

INSURANCE SCHEDULE J (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
- 2) Include endorsement indicating that coverage is primary and non-contributory.
- 3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
- 5) Policy shall include Waiver of Right to Recover from Others endorsement.

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

City of Dubuque Insurance Requirements for Professional Services

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.

City of Dubuque Insurance Requirements for Professional Services

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)