

**ROLL CALL ORDER FOR MEETING OF
March 18, 2024**

Wethal, Cavanagh, Sprank, Farber, Jones, Roussell, 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.

Virtual input options during the live meeting include:

- Log into GoToMeeting using the login links, phone numbers and access code below. This option includes audio input and written "chat" input. If you are participating via computer, indicate which item you would like to speak to in the Chat function, or note you would like to speak during the appropriate section. If you are participating via phone, indicate which item you would like to speak to during the appropriate section. All comments, whether audio or written, must be accompanied by a name and address.

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

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

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



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

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

Virtual participation options are also available. Please
see the information above for options.

March 18, 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

SPECIAL SESSION

1. * Occurring before official City Council meeting

5:15 pm to 5:45 pm, Viewing of Offices located on the second floor of the Historic Federal Building

Chief of Police Jeremy Jensen is providing an opportunity for viewing of the new

- Community Oriented Policing,

- School Resource Officer, and
 - Critical Incident Team
- offices located on the second floor of the Historic Federal Building.

NOTE: This viewing opportunity is NOT part of the official City Council meeting.

WORK SESSION

1. 5:45 PM - Secondary Responder Work Session

Chief of Police Jeremy Jensen is providing information for the Secondary Responder Work Session.

REGULAR SESSION

6:30 PM

PLEDGE OF ALLEGIANCE

PROCLAMATION(S)

1. AmeriCorps Week (March 10 - 16, 2024)

On behalf of the City of Dubuque AmeriCorps Program and Green Iowa AmeriCorps within the Office of Sustainability.

2. Honey Bee Day (March 27, 2024)

On behalf of the Iowa Honey Producers Association and Swiss Valley Bee Club.

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

Cable TV Commission of January 24, 2024; City Council Proceedings of March 4 and March 7, 2024; Five Flags Civic Center Advisory Commission of December 5, 2023; Library Board of Trustees Update of February 22, 2024; Proof of Publication for City Council Proceedings of February 12 and February 19, 2024.

Suggested Disposition: Receive and File

2. Notice of Claims and Suits

Latoya Eubanks for property damage; Ronald Lindblom and Catherine Dunning for property damage; Azariah Martin for vehicle damage; Kirtland Thayer 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: Latoya Eubanks for property damage; Ronald Lindblom and Catherine Dunning for property damage.

Suggested Disposition: Receive and File; Concur

4. Approval of City Expenditures

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

RESOLUTION Authorizing the 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. Civil Service Commission's Certified List - Police Officer

Civil Service Commission submitting the certified list for the position of Police Officer.

Suggested Disposition: Receive and File; Make Matter of Record

6. Letters of Support for HOME ARP Funds

City Manager recommending approval to provide a letter of support to developers of projects at 1301 Central Avenue and 1739-1763 Central Avenue for submission with their application for HOME ARP funds. These letters also will strengthen the City's application for the RAISE Implementation Grant related to the 14th Street Overpass.

Suggested Disposition: Receive and File; Approve

7. 2024 – Q1 Update on Childcare Challenges and Collaborations

City Manager is providing a quarterly update on the status of collaboration efforts among partners in Dubuque to address a need for sufficient quality, affordable childcare options in the community.

Suggested Disposition: Receive and File

8. Brewing and Malting Project Update - 3000 Jackson Dubuque

Housing & Community Development Director Alexis Steger is submitting a status update on the Dubuque Brewing and Malting project at 3000 Jackson Street.

Suggested Disposition: Receive and File

9. Water & Resource Recovery Center Odor Abatement Efforts Update

Water & Resource Recovery Center Director Deron Muehring is providing an update on odor abatement efforts at the Water & Resource Recovery Center.

Suggested Disposition: Receive and File

10. First Amendment to Development Agreement by and between the City of Dubuque, Iowa, and Farley & Loetscher, LLC

City Manager recommending adoption of the attached resolution approving the First Amendment to Development Agreement by and between the City of Dubuque, Iowa, and Farley & Loetscher, LLC.

RESOLUTION Approving a First Amendment to Development Agreement by and Between the City of Dubuque, Iowa, and Farley & Loetscher, LLC

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

11. Right of Way Platting – Merge (The Stacks) Project in the Port of Dubuque

City Manager recommending approval of the Acquisition Plat of Lot 1A of Adams Company's 5th Addition, in the City of Dubuque, Iowa which dedicates the roadway area between the Port of Dubuque Parking Ramp and Ice Harbor Drive as public street right of way by the adoption of the attached resolution.

RESOLUTION Approving the Acquisition Plat of Lot 1A of Adams company's 5th Addition, in the City of Dubuque, Iowa

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

12. Plat of Survey of Pechous Place, locally known as 410 and 414 Raymond Place

Zoning Advisory Commission recommending approval of the Simple Subdivision Plat of Pechous Place, subject to waiving the frontage requirement of Lot 1 and contingent on an approved Parking Variance for

414 Raymond Place.

RESOLUTION Approving the Simple Subdivision Plat of Pechous Place, Dubuque, Iowa

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

13. Temporary Agreement Between the City of Dubuque and ITC Midwest, LLC to Operate an Electric Transmission System in the City of Dubuque

Barry A. Lindahl, Senior Counsel recommending adoption of the attached resolution approving the temporary Agreement authorizing ITC Midwest, LLC to operate an electric transmission system in the City of Dubuque until the franchise agreement takes effect but no later than September 15, 2024

RESOLUTION Approving an Agreement Between the City of Dubuque and ITC Midwest, LLC to Operate an Electric Transmission System in the City of Dubuque

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

14. Grant Agreement with 917 Motorsport LLC for Rehabilitation of 243 W 10th Street

City Manager recommending City Council approve the proposed Downtown Rehabilitation Grant application to 917 Motorsport, LLC owner of 243 W 10th Street for funding as follows: façade grant at \$10,000 maximum, and the planning & design grant at \$10,000 maximum. The total grant award would be \$20,000 maximum.

RESOLUTION Approving a Grant Agreement by and Between the City of Dubuque, Iowa and 917 Motorsport LLC for the Redevelopment of 243 W 10th Street

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

15. Tobacco Compliance Settlement Agreements for Tobacco License Holders - Fuel Express Food Mart and EZ Stop 1

City Manager recommending approval and the Mayor's signature on the following Tobacco Compliance Settlement Agreements between the City of Dubuque and the following retailers: Fuel Express Food Mart, 250 W. 1st Street, First and Second Violations and EZ Stop 1, 1101 Rhomberg Ave, First Violation.

Suggested Disposition: Receive and File; Approve

16. Approval of Retail Alcohol Licenses and Retail Tobacco, Alternative Nicotine, and Vapor Product Permit Applications

City Manager recommending approval of the Retail Alcohol Licenses and the Tobacco, Alternative nicotine, and Vapor product Permits as submitted.

RESOLUTION 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

RESOLUTION Approving applications for retail permits to sell Tobacco, Tobacco Products, Alternative Nicotine Products, and Vapor Products, as required by Iowa Code §453A.47A

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

ITEMS SET FOR PUBLIC HEARING

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

1. Development Agreement by and between the City of Dubuque, Iowa and CBDC, LLC

City Manager recommending adoption of the attached resolution setting a public hearing for April 1, 2024, on a proposed Development Agreement by and between the City of Dubuque and CBDC, LLC, including providing for the issuance of Urban Renewal Tax Increment Revenue

Grant Obligations.

RESOLUTION Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on the proposed Development Agreement by and between the City of Dubuque, Iowa and CBDC, LLC, including the proposed issuance of Urban Renewal Tax Increment Revenue Grant Obligations to CBDC, LLC, and providing for the publication of notice thereof

Suggested Disposition:

Receive and File; Adopt Resolution(s), Set Public Hearing for April 1, 2024

BOARDS/COMMISSIONS

1. Boards and Commission Application Appointments

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

Housing Appeals and Mediation Board

One, 3-Year Term through January 1, 2027 (Vacant term of Lenhart)

Applicant:

- Jeff Lenhart, 1085 Main St.

PUBLIC HEARINGS

Residents are invited to address the City Council regarding the following agenda items.

Please come to the podium and state your name and address when the item you wish to speak to is being considered.

1. Request to Rezone Property at 35 Locust Street from C-3 General Commercial to C-4 Downtown Commercial.

Proof of publication on notice of public hearing to consider approval of a request from Joshua Jansen to rezone property located at 35 Locust Street from C-3 General Commercial to C-4 Downtown Commercial, and Zoning Advisory Commission recommending approval.

ORDINANCE Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by reclassifying hereinafter described property from C-3 General Commercial to C-4 Downtown Commercial

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

2. Request to Amend a Planned Unit Development (PUD) to Allow Pet Daycare or Grooming as a Permitted Use.

Proof of publication on notice of public hearing to consider approval of a request from Natalie Hazewinkel to to amend a Planned Unit Development to allow Pet Daycare or Grooming as a Permitted Use for property located at 4995 Radford Court and Zoning Advisory Commission recommending approval.

ORDINANCE Amending Title 16 of the City Of Dubuque Code of Ordinances Unified Development Code by Rescinding Ordinance No. 82-04 Which Provides Regulations for the PUD Planned Unit Development District with a Planned Commercial Designation and now being amended to modify the list of permitted uses to include Pet Daycare or Grooming.

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

3. State Revolving Fund (SRF) Loan - Environmental Review Bipartisan Infrastructure Law and State Revolving Fund (SRF) Private Lead Service Line Replacement Pilot Program and Presentation

City Manager recommending approval of the resolution authorizing the mayor to sign the EID and direct staff to submit the required documentation and Water Department Director Christopher Lester will provide a presentation.

RESOLUTION State Revolving Fund (SRF) Loan - Environmental Review Private Lead Service Line Replacement Pilot Program - Approval of an Environmental Review as Provided By SRF's Department of Natural Resources for the Private Lead Service Line Replacement Pilot Program

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

PUBLIC INPUT

At this time, anyone in the Council Chambers may address the City Council on the Action Items on the agenda or on matters under the control of the City Council. Residents are asked to approach the podium and state their name and address before proceeding with their comments. Individual remarks are limited to 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. Barry Lindahl Appointment to the Public Information Board, Iowa**
Correspondence from Governor Kim Reynolds regarding Senior Counsel Barry Lindahl's appointment as a member of the Public Information Board, Iowa.
Suggested Disposition: Receive and File
- 2. Request for Ratification of Dubuque Police Protective Association (DPPA) July 1, 2024 Collective Bargaining Agreement (CBA)**
City Manager recommending the ratification of the City of Dubuque/Dubuque Police Protective Association (DPPA) Collective Bargaining Agreement to become effective on July 1, 2024.
Suggested Disposition: Receive and File; Approve
- 3. Bryan Porter, a Seasonal Employee in the City of Dubuque Parks Division Video**
Media Services staff will show a video they recently produced featuring Bryan Porter, a seasonal employee in the City of Dubuque Parks Division. The video can also be viewed on the City's YouTube channel at <https://youtu.be/5etUK6cArgo>
Suggested Disposition:
Receive and File; Video

COUNCIL MEMBER REPORTS

CLOSED SESSION

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

ADJOURNMENT

The agenda with supporting documents may be accessed at www.cityofdubuque.org or at the City Clerk's Office, 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:

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

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**SUGGESTED
DISPOSITION:**

**City of Dubuque
City Council Meeting**

Special Session - Top # 01.

ITEM TITLE:

** Occurring before official City Council meeting*

SUMMARY:

5:15 pm to 5:45 pm, Viewing of Offices located on the second floor of the Historic Federal Building

Chief of Police Jeremy Jensen is providing an opportunity for viewing of the new

- Community Oriented Policing,
- School Resource Officer, and
- Critical Incident Team

offices located on the second floor of the Historic Federal Building.

NOTE: This viewing opportunity is NOT part of the official City Council meeting.

**SUGGESTED
DISPOSITION:**

City of Dubuque
City Council Meeting

Work Session - Top # 01.

ITEM TITLE: 5:45 PM - Secondary Responder Work Session
SUMMARY: Chief of Police Jeremy Jensen is providing information for the Secondary Responder Work Session.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

Description	Type
MVM Memo	City Manager Memo
Staff Memo	Staff Memo



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Secondary Responder Work Session

DATE: March 11, 2024

Chief of Police Jeremy Jensen is providing information for the March 18, 2024, at 5:45 p.m. Secondary Responder Work Session.

Prior to the meeting from 5:15 pm to 5:45 pm, the new Community Oriented Policing, School Resource Officer, and Critical Incident Team Offices located on the second floor of the Historic Federal Building will be open for viewing.


Michael C. Van Milligen

MCVM:sv
Attachment

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



TO: Mike Van Milligen, City Manager

FROM: Jeremy Jensen, Chief of Police

SUBJECT: Secondary Responder Work Session

DATE: March 8, 2024

On March 18, 2024 at 5:45 pm, City of Dubuque Staff will provide an update on the Dubuque Secondary Responder model. Prior to the meeting from 5:15 pm to 5:45 pm, the new Community Oriented Policing, School Resource Officer, and Critical Incident Team Offices located on the second floor of the Historic Federal Building will be open for viewing.

City of Dubuque
City Council Meeting

Proclamation(s) # 01.

ITEM TITLE: AmeriCorps Week (March 10 - 16, 2024)
SUMMARY: On behalf of the City of Dubuque AmeriCorps Program and Green Iowa AmeriCorps within the Office of Sustainability.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

Description	Type
Proclamation	Supporting Documentation



PROCLAMATION

- WHEREAS, service to others is a hallmark of the American character and has the unique ability to bring people of all backgrounds together in common cause, and throughout our history residents have stepped up to meet our most pressing challenges of the day by volunteering in their communities; and
- WHEREAS, the City of Dubuque is a proud sponsor of members of diverse ages and backgrounds serving with the City of Dubuque AmeriCorps Program who provide educational support to our youth and mentoring to at-risk teens, AmeriCorps Seniors who empower our seniors live independently, and Green Iowa AmeriCorps who engage and educate our community to become climate resilient; and
- WHEREAS, AmeriCorps enriches the lives of its members, building habits that create active participants in civic matters affecting their communities long after their service terms are completed; and
- WHEREAS, AmeriCorps members demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and
- WHEREAS, AmeriCorps programs bring people together across race, age, and zip code to address critical issues facing the country, forge relationships and cultivate mutual respect, and help build resilient and thriving communities; and
- WHEREAS, through their service, AmeriCorps members strengthen the lives of their families, communities, and the City of Dubuque as a whole; and
- WHEREAS, AmeriCorps Week is an opportunity to recognize the dedication and commitment of the more than 1.25 million Americans who have chosen to serve their country through AmeriCorps and their community partners, and to encourage more Americans to follow their footsteps in service.

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 10TH THROUGH THE 16TH OF MARCH 2024 AS

“AMERICORPS WEEK”

IN THE CITY OF DUBUQUE AND URGE OUR COMMUNITY TO THANK AMERICORPS MEMBERS AND ALUMNI FOR THEIR SERVICE AND TO FIND THEIR OWN WAYS TO GIVE BACK TO THEIR COMMUNITIES.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 18th day of March 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, CMC, City Clerk

2024: Submitted and accepted by: the City of Dubuque AmeriCorps Program & Green Iowa
AmeriCorps member located in the Office of Sustainability

2023: Submitted and accepted by: the City of Dubuque AmeriCorps Program

City of Dubuque
City Council Meeting

Proclamation(s) # 02.

ITEM TITLE: Honey Bee Day (March 27, 2024)
SUMMARY: On behalf of the Iowa Honey Producers Association and Swiss Valley Bee Club.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

Description	Type
Proclamation	Supporting Documentation



PROCLAMATION

WHEREAS, honeybees and native insects are important as pollinators for a third of the food we eat. Honeybees are vital in production of over 90 crops grown across the nation, many of which are in Iowa. Honeybees contribute to a healthy Iowa environment by assuring the availability of fruits, vegetables, nuts, and flowers for wildlife and all Iowans; and

WHEREAS, Iowa's 45,000 or more honeybee hives produce about 4 million pounds of honey valued at over \$9 million and honeybees provide an estimated \$92 million economic value to Iowa crops from their pollination; and

WHEREAS, honeybees face serious threats from invasive pests and disease, decreasing bee friendly habitat, variable climate and pesticide and herbicide pressure; and

WHEREAS, the City of Dubuque promotes programs such as “No Mow May”, delaying the removal of vital undergrowth of trees and leaves which provide shelter and food to bees and other pollinators and urges a minimalistic approach to pesticides and herbicides on lawns and ornamental gardens; and

WHEREAS, the Dubuque community encourages and promotes many types of urban pollination programs with grants, classes, and clubs. It is estimated there are over 40 urban beekeepers in the city of Dubuque whose bees are pollinating many types of trees, plants, flowers and other blooming flora throughout the spring, summer, and fall. These beekeepers consume, donate, and sell their honey thus promoting health and local products, and

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 27TH OF MARCH 2024 AS

“Honeybee Day”

IN THE CITY OF DUBUQUE, IOWA.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 18th day of March 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breittfelder, CMC, City Clerk

City of Dubuque
City Council Meeting

Consent Items # 01.

ITEM TITLE: Minutes and Reports Submitted

SUMMARY: Cable TV Commission of January 24, 2024; City Council Proceedings of March 4 and March 7, 2024; Five Flags Civic Center Advisory Commission of December 5, 2023; Library Board of Trustees Update of February 22, 2024; Proof of Publication for City Council Proceedings of February 12 and February 19, 2024.

SUGGESTED DISPOSITION: Suggested Disposition: Receive and File

ATTACHMENTS:

Description	Type
Cable TV Commission of January 24, 2024	Supporting Documentation
City Council Proceedings 3/4/24	Supporting Documentation
City Council Proceedings 3/7/24	Supporting Documentation
Five Flags Minutes	Supporting Documentation
Library Board of Trustees Update	Supporting Documentation
Proof of Publication for City Council Proceedings of 2/12/24	Supporting Documentation
Proof of Publication for City Council Proceedings of 2/19/24	Supporting Documentation

APPROVED MINUTES OF CABLE TV COMMISSION MEETING

Jan. 24, 2024

CITY COUNCIL CHAMBERS, 350 W. SIXTH ST.

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

MEMBERS ABSENT: None

OTHERS PRESENT:

- Randy Gehl and Felicia Carner, City of Dubuque Public Information Office staff
- Deshawn Brown, The Glass House LLC
- Briana Thompson, Art For Us

JTigges called the meeting to order at 3:35 p.m.

Acceptance of the Amended Agenda

- Upon a motion by Maloney, seconded by RTigges, the amended agenda was accepted by a vote of 3 - 0.

Approval of the Minutes of Aug. 29, 2023, Meeting

- Upon a motion by RTigges, seconded by Maloney, minutes of the Aug. 29, 2023, meeting were approved 3 - 0.

Oath of Office for New Commission

- Oath of Office was administered for new commissioner Georgina Guerrero Galvan by Chair JTigges.

Public Input

- There was no public input.

Public Access Channel Management

- City Public Information Officer Randy Gehl and Multimedia Specialist Felicia Carner gave an update on the City assuming operation of the public access channel following Mediacom's decision to stop managing the channel, effective Dec. 8, 2023. They explained the related language in the state franchise and summarized the public input received when the channel was not featuring programming during the transition to the City's management. At the time of the transition, three local religious organizations and one local non-profit were providing or requesting playback of programs for broadcast on the channel. Carner described her communications with those organizations and outlined plans for the City to develop detailed policies related to programming for the channel, including scheduling and copyright issues. Gehl and Carner indicated they would share additional information on plans for the channel at a future meeting. Discussion on future potential of the channel and the added workload this creates for Media Services staff followed.

PEG Equipment Fund Applications

- The Commission received three funding requests from the PEG Equipment Fund. Applications and related available cost documentation available were provided to commissioners in advance of the meeting. Meeting attendees representing the applying organizations were invited to make comments before the commission considered their requests.
- Carner, on behalf of the City of Dubuque, summarized the City's \$43,000 request for funds to update and upgrade broadcasting equipment for operation of the government access channel. The equipment (two video servers) will support the City's absorption of management of the public access channel by allowing the two new servers to be used for the government access channel and using the existing server to be used for the public access channel. This will also streamline operations for all three channels. Following discussion of the request, Maloney made a motion to award the City up to \$43,000 for the request. RTigges seconded the motion. Commission voted 4-0 to approve.
- Deshawn Brown of Glass House LLC reviewed his request for \$5,600 worth of equipment, including a camera, a lens, lighting boom mics, and related hardware. Brown shared additional information on the request and his goal to use the equipment to produce positive media content showcasing the diversity and vibrancy of Dubuque. Information shared included descriptions of seven potential programs for the public access channel. Following a discussion of the request, Maloney made a motion to award Glass House LLC up to \$6,000 for the requested new equipment and any associated shipping costs. Guerrero Galvan seconded the motion. Commission voted 4-0 to approve.
- Briana Thompson of Art For Us spoke on behalf of her request for \$7,247.90 for equipment to develop an educational media campaign to showcase local and regional artists participating in Dubuque's "First Fridays" art exhibitions. The request included a camera, lens, laptop, hard drives, vlog camera, wireless microphone system, and other accessories. Thompson shared details on plans for programming to promote local artists and events to showcase Dubuque's vibrant arts and culture community and engage more residents. It was noted that the application included equipment costs from one vendor and three were preferred. It was determined that Thompson would gather additional estimates and share with City staff to finalize vendor selection. Following a discussion of the request and commissioner comments/questions, Maloney made a motion to award the City up to \$7,500 for the requested new equipment and any associated shipping costs. RTigges seconded the motion. Commission voted 4-0 to approve.

PEG Channel Operation Service Expenditures

- Gehl and Carner introduced the City's intentions to charge to the PEG Equipment fund occasional minor or emergency equipment purchases and/or direct annual costs the City incurs related to operation of the government channel. Commissioners discussed the

possibility of limiting such purchases to a specific amount per year and how such expenses should be reported to the commission. Due to the need to adjourn the meeting, it was determined Gehl would consult the commission by-laws for guidance and the issue would be discussed at a future commission meeting.

PEG Programming Report

- Following the request sent to PEG Equipment Fund recipients over the last two years, recipients are expected to provide reports on the amount and type of programming that have produced for PEG channels over the last 12 months. As of the meeting time, the City and Loras College had responded. Due to the need to adjourn the meeting, it was determined those reports and others received subsequently would be discussed at a future commission meeting.

Adjournment

- Upon a motion by RTigges, seconded by Maloney, and 4-0 vote, the meeting adjourned at 4:33 p.m.

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

The Dubuque City Council met in special session at 5:30 p.m. on March 4, 2024, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

WORK SESSION

Sanitary Sewer Asset Management Plan (SSAMP) Update on Consulting Engineering Services

Civil Engineer Maxwell O'Brien presented on the Sanitary Sewer Asset Management Plan and provided City Council with an update on the status of the program, reviewed the results from the preliminary analysis performed to date, and discussed the anticipated next steps for the program. Mr. O'Brien responded to questions from the City Council regarding workplace safety during implementation and incorporating the program into future budgeting. Responding to a question from the City Council Nathan Kampman with HDR Engineering summarized the use of risk-based decision making, strategy prioritization, and the various software that will be used to refine program data.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:10 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 March 4, 2024, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

PLEDGE OF ALLEGIANCE

PRESENTATION(S)

1. The Public Safety Citizen Lifesaving Award Recognition: Fire Chief Amy Scheller recognized the following individuals for receiving The Public Safety Citizen Lifesaving Award: For efforts in providing immediate care to a fallen community member using CPR and the use of a Hempstead High School AED: Student Drew Lewis, Hempstead coaches Damon Rogers and Tyler Schaul, and Dubuque County Basketball Association Coach Haris Takes.

For the support of an AED program throughout the schools: Dubuque Community School District (Superintendent Amy Hawkins and her team)

A special thank you to the city responders who teamed up to assist these students and coaches which ultimately resulted in a positive outcome for one of our residents: Dispatchers Michelle Gensrick and Jason Coxs. Responding members from the fire department include Larry Ewert, Adam Feyen, Chris Grue, Bryan McDonald, Doug Merkes, Brian Pape, and Austin Schmit.

PROCLAMATION(S)

1. Irish American Heritage Month (March 2024) was accepted by Vicki Leonard on behalf of the Ancient Order of Hibernians Dubuque Division #2.

CONSENT ITEMS

Kathy Gorman, 3005 Jackson St., requested Item No. 11 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. 11. Seconded by Farber. Motion carried 7-0.

1. Minutes and Reports Submitted: Airport Commission of January 16, 2024; Arts and Cultural Affairs Commission of December 27, 2023 and January 23, 2024; Cable Television Commission of August 29, 2023; City Council Proceedings of February 19, 2024; Historic Preservation Commission of February 15, 2024; Park and Recreation Commission of April 11, 2023; May 9, 2023; June 13, 2023; August 8, 2023; October 10, 2023; November 14, 2023; December 12, 2023; January 13, 2024; Resilient Community Advisory Commission of September 7, 2023; October 5, 2023; November 2, 2023; December 7, 2023; Transit Advisory

Board of September 14, 2023; Zoning Board of Adjustment of January 25, 2024; Draft Zoning Board of Adjustment of February 22, 2024; Proof of Publication for City Council Proceedings of February 5, 2024. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Roger and Mary Rollinger for property damage; Brian Zeimet for property damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Roger and Mary Rollinger for property damage; Brian Zeimet 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. 48-24 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

5. Authorized Depository Institutions: Upon motion the documents were received and filed, and Resolution No. 49-24 Naming Depositories was adopted.

6. US Census Boundary and Annexation Survey: City Manager shared information and raising awareness of the annual process for the U.S. Census Bureau Boundary and Annexation Survey. Upon motion the documents were received and filed.

7. Acceptance of Grant of Easement for Storm Sewer Utility across Rabbit Hollow Nature Conservancy, Inc. Property off of Rockdale Rd. in Dubuque: Upon motion the documents were received and filed, and Resolution No. 50-24 Accepting a Grant of Easement for storm sewer utility through, under and across part of Lot 2 of Rabbit Hollow Place # 5, in the City of Dubuque, Iowa was adopted.

8. 2022 John F. Kennedy Road Sidewalk Installation Project: Upon motion the documents were received and filed, and Resolution No. 51-24 Accepting the 2022 John F. Kennedy Road Sidewalk Installation Project - Iowa DOT Project TAP-U-2100-703-8I-31 and authorizing the payment of the contract amount to the contractor; and Resolution No. 52-24 Adopting the Final Assessment Schedule for the 2022 John F. Kennedy Road Sidewalk Installation Project - Iowa DOT PROJECT TAP-U-2100-703-8I-31 were adopted.

9. Seippel Road Water Main Relocation Project - Acceptance of Public Improvement Construction Contract: Upon motion the documents were received and filed, and Resolution No. 53-24 Accepting the Seippel Road Water Main Relocation Project and authorizing the payment to the contractor was adopted.

10. Dubuque Area Chamber of Commerce's Air Service Survey Results and Dubuque Air Service Goals and Objectives: Upon motion the documents were received and filed.

11. 3000 Jackson Dubuque Brewing and Malting Project Update: Ms. Gorman spoke about concerns with contractor activities occurring at the site, including sidewalk removal, litter, and lack of street parking. Ms. Gorman also expressed concerns about lack of communication regarding site actions. Motion by Resnick to receive and file the documents. Seconded by

Farber. Responding to questions from the City Council, Assistant Housing and Community Development Director Michael Belmont stated that contractors are responsible for notifying utilities of sidewalk removal and scheduling a time for removal. In this case the contractor did not provide notification of their intention to remove the area sidewalks. Mr. Belmont further stated that a site visit will occur before partial site deconstruction and more substantial fencing will be requested for deconstruction. The Assistant Fire Marshall is aware of the building's demolition schedule and has identified an available fire hydrant if necessary. City Council Members thanked Ms. Gorman for providing input. City Council members acknowledged the site activity's impact on the area neighborhood and the ongoing process to resolve the buildings' issues. Motion carried 7-0.

12. Letter of Support for Dubuque County Energy District: City Manager shared information on the City Manager's Letter of Support for the Dubuque County Energy District's grant application to The Funders Network's (TFN) Partners for Places (P4P). Upon motion the documents were received and filed.

13. Bloomberg's Youth Climate Action Grant Application Submittal: Upon motion the documents were received, filed, and approved.

14. Approval to Provide Matching Funding for a Historic Structure Report for Eagle Point Park: City Manager recommended City Council approval to provide matching funding of \$75,000 for the grant application to be filed by Heritage Works to the Jeffris Heartland Fund to develop a Historic Structures Report (HSR) for the Alfred Caldwell designed buildings at Eagle Point Park. Upon motion the documents were received, filed, and approved.

15. American Flood Coalition Membership Correspondence from the City of Dubuque to the American Flood Coalition regarding the city's decision to join the coalition. The American Flood Coalition is a nonpartisan group of political, military, business, and local leaders that have come together to drive adaptation to higher seas, stronger storms, and more frequent flooding. The coalition seeks to advance solutions that support flood-affected communities. Upon motion the documents were received and filed.

16. Letters of Support for Ham House Interior Restoration & Preservation Project: City Manager recommended City Council approval of letters of support and authorization for the Dubuque County Historical Society (DCHS) to apply for two grants for interior restoration and preservation at the Mathias Ham House. Upon motion the documents were received, filed, and approved.

17. Request for City Council Ratification of Two Amendments to current Collective Bargaining Agreements {DPPA and Teamsters (Bus Operators)}: Upon motion the documents were received, filed, and approved.

BOARDS/COMMISSIONS

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

1. Housing Appeals and Mediation Board: One, 3-Year Term through January 1, 2027 (Vacant term of Lenhart). Applicant: Jeff Lenhart, 1085 Main St. Mr. Lenhart spoke in support

of his application and provided a brief biography.

PUBLIC INPUT

Kyle Cox, 924 Arrowhead, East Dubuque, IL., provided information on the Rockdale Flood of 1876 and his goal to establish a memorial park near the site of the flood on the flood's 150th anniversary of July 4, 2026. Mr. Cox shared details of upcoming events that will provide more information about the history of the flood.

ACTION ITEMS

1. Greater Dubuque Development Corporation's 'You Can Be Great Here' Campaign Progress Brochure: Motion by Resnick to receive and file the documents. Seconded by Jones. Rick Dickinson, President and CEO of Greater Dubuque Development Corporation (GDDC) provided an overview of GDDC's 'You Can Be Great Here' Campaign Progress Brochure that was distributed with City utility bills from February 14 through March 6, 2024. Responding to a question from the City Council, Mr. Dickinson stated that the campaign's two greatest challenges are population growth and job growth. Motion carried 7-0.

2. Prepared Live: Motion by Roussell to receive and file the documents and listen to the presentation. Seconded by Wethal. Emergency Communications Center Director Jessica George-Rethwisch shared information on a new web-based platform Prepared Live that Emergency Communications Center went live with on March 4th, 2024. Responding to questions from the City Council, Ms. George-Rethwisch stated that the system is currently used by Grant County, Wisconsin, and Jones County, Iowa. The Emergency Communications team will receive feedback on how often the system is used and additional program tiers with additional features may be considered based on the quantity of system use. Motion carried 7-0.

3. Approve Reimagine Comiskey Park-Phase 2 National Park Service Outdoor Recreation Legacy Grant Application Submission: Motion by Sprank to receive and file the documents and adopt Resolution No. 54-24 Authorizing the Mayor to execute an application for the National Park Service Outdoor Recreation Legacy Partnership Program Grant and authorizing the Leisure Services Director and the City Manager to approve the application. Seconded by Wethal. City Council Members expressed enthusiasm for Phase 2 of the project. Motion carried 7-0.

4. 2023 Dubuque Police Department Annual Report: Motion by Roussell to receive and file the documents. Seconded by Jones. Police Chief Jeremy Jensen highlighted information in the report. City Council Members praised the Police Department's professional standards, policing conduct, and collaboration with community partners. Motion carried 7-0.

5. Central Avenue and White Street Corridor Traffic Study Recommendation for Selection of Professional Consultant Services: Motion by Sprank to receive and file the documents and approve the selection of Bolton & Menk, Inc. as the first-ranked Consultant and that the City be authorized to negotiate a Professional Consultant Services Agreement to complete a corridor study for Central Avenue and White Street and the feasibility of corridor solutions based on public engagement and a holistic approach using traffic calming and urban design elements. Seconded by Farber. Responding to a question from the City Council, Traffic Engineer Justine Hull stated that the study's results are expected in November of 2024. City Council Members

emphasized the need to improve the corridor and thanked community members Joe Kirk and Terry Mozena for serving on the Consultant Selection Committee. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Council Member Roussell reported on her service on the Hawkeye Area Community Action Program (HACAP) Board of Directors and HACAP's recent hiring of an employee fluent in Marshallese.

Council Member Jones reported on the recent strategic planning session of the Dubuque Metropolitan Area Solid Waste Agency, of which Mr. Jones is a board member.

Council Members Wethal and Farber respectively reported on attending the annual United Labor Dinner. Ms. Farber remarked on a memorial statement made at the dinner in honor of the late Nick Lucy.

Mayor Cavanagh reported on conducting joint presentations with Sustainability Director Gina Bell that summarized their attendance at the United Nations Climate Change Conference (COP28). Mayor Cavanagh stated that bold action would be essential to attract the necessary resources to fulfill the city's sustainability goals.

CLOSED SESSION

Motion by Jones to convene in closed session at 7:56 p.m. to discuss Purchase or Sale of Real Estate – Chapter 21.5(1)(j) Code of Iowa. Seconded by Sprank. 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 9:19 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:19 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

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

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

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

Absent: Council Member Resnick.

Mayor Pro Tem Jones read the call and stated this is a special session of the City Council called for the purpose of setting a public hearing on the proposed Fiscal Year 2025 Tax Rate and Dollars.

ITEMS SET FOR PUBLIC HEARING

1. Set Public Hearing for Proposed Fiscal Year 2025 Tax Rate and Dollars and Taxpayer Statements: Motion by Sprank to receive and file the documents and adopt Resolution No. 55-24 Setting a Public Hearing on the Proposed Fiscal Year 2025 Tax Rate and Dollars and Taxpayer Statements. Seconded by Wethal. City Manager Van Milligen made a presentation on the proposed Fiscal Year 2025 tax rate and dollars. Chief Financial Officer Jennifer Larson provided clarification on the city's reduction in taxable value due to the state legislature changing the state military credit to an exemption, therefore eliminating state funding toward it. Ms. Larson further clarified the two commercial and industrial backfills, stating that the 90% backfill will be phased out and a new backfill will be funded by the state. City Council Members thanked city staff for their work preparing the budget, expressed frustration with the current budgeting process required by state code, and stressed the increasing operational costs of city government. Responding to a question from the City Council on budgeting for cybersecurity, City Manager Van Milligen summarized multiple budget actions in support of cybersecurity, including allocating around \$600,000 to move the city's Information Technology Department to a facility in the West End; allocating \$3,000,000 to replace all police, fire, and emergency communications software systems; and adding a cybersecurity position to last year's budget. City Council Members indicated their support for the City Manager's property tax rate recommendation. Motion carried 6-0.

ADJOURNMENT

There being no further business, Mayor Pro Tem Jones declared the meeting adjourned at 7:30 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk



Five Flags Civic Center Advisory Commission Meeting December 5, 2023

**COMMISSIONERS
PRESENT:**

Rod Bakke, Bryce Parks, Danielle Jacobs

**COMMISSIONERS
ABSENT:**

Brenda Christner, McKenzie Blau

STAFF PRESENT:

Nick Farfan, J.R. Cook, Aaron Rainey, Myles Smith, Matt Oberhoffer

OTHERS PRESENT:

Leisure Services Manager Marie Ware and Jared Charland

CALL TO ORDER:

Chair Parks called meeting to order.

MINUTES APPROVED:

Commissioner Parks motioned to approve the minutes of September 5, 2023 meeting. Seconded by Bakke. Motion passed unanimously.

**UPDATE FROM
GENERAL MANAGER
AARON RAINEY**

First quarter starting well. Pork Tornadoes coming up with Q Casino. Partnership with TH Media for Drumline. Radio Dubuque working with Lee Greenwood. Anchored tenants renewing. Cottingham and Butler back in February. Bridal show coming in April.

**UPDATE FROM
DIRECTOR OF
OPERATIONS J.R.
COOK:**

Gearing up for a busy January. Wrapped up electronic entry / lock system project. Switched radios to digital. Discussed possibility of replacing original basketball floor.

**UPDATE FROM
DIRECTOR OF
FINANCE GREG
OLSON:**

Quick Note: Salaries are a highlight to budgets.

PUBLIC INPUT:

ADJOURNMENT: Motion to adjourn was made by Commissioner Parks, seconded by Commissioner Jacobs. The motion passed unanimously.

NEXT MEETING: Tentatively scheduled for March 4, 2024.

*Carnegie-Stout Public Library
Library Board of Trustees Update
From the Meeting February 22, 2024*

Present: Victor Lieberman, President; Andy Bland, Secretary; and Trustees, Robert Armstrong, Greg Gorton, and Pam Mullin

- The Board approved library expenditures.
- The Board approved a late open on May 9 for staff to attend City of Dubuque Employee Appreciation
- The Board approved of the Fiscal Year 2025 Budget Presentation to City Council
- The Board approved acceptance of sculpture to be created by Gail Chavenelle to be displayed outside on Library grounds.
- Despite some harsh winter weather in January that resulted in a few extra closed days for the library, circulation, visitor count, and computer/Wi-Fi use all saw increases over January 2023.
- The Youth Department has a new play cube for toddlers thanks to a generous donation from the Friends of the Carnegie-Stout Public Library.
- The Library is partnering with the Dubuque Community School District's faces&voices Cultural Celebrations group for their 2024 Black History and Reading Challenge. Titles and dates can be found [here](#).
- The Dubuque County Reads program has selected "The Personal Librarian" by Marie Benedict and Victoria Christopher Murray. Discussions will take place at various County libraries beginning March 27 through April 13. More details about the selected title and events can be found [here](#).

January 2024 Highlights	Count
Total Checkouts	37,978
Total Visitors	15,588
Total Program Attendance	1,031
Total Computer/Wi-Fi Use	10,310

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

STATE OF IOWA
DUBUQUE COUNTY

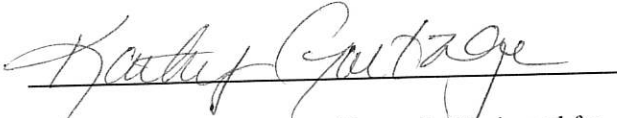
SS:

CERTIFICATE OF PUBLICATION

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

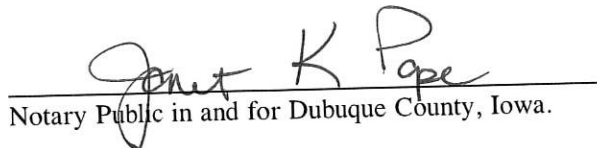
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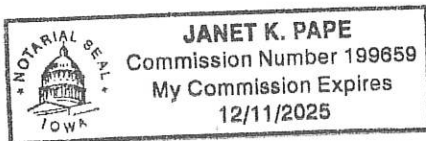
and for which the charge is 49.68



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

this 21st day of February, 2024


Notary Public in and for Dubuque County, Iowa.



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

The Dubuque City Council met in special session at 6:00 p.m. on February 12, 2024, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on the Chaplain Schmitt Island Redevelopment Plan.

WORK SESSION

Chaplain Schmitt Island Redevelopment Plan

Economic Development Director Jill Connors introduced Dubuque Racing Association (DRA) President and CEO Alex Dixon. Mr. Dixon presented the Redevelopment Plan for Chaplain Schmitt Island with Ryan Peterson, Senior Partner of RDG Planning & Design, and Chris Brewer, Vice President of Economics and Planning at AECOM. City Council Members recommended potential partnerships with local universities and the Dubuque Audubon Society regarding the islands conservation aspects. Regarding the City Councils role in the islands redevelopment, Mr. Dixon stated that the City Councils role is to provide direction on redevelopment for the DRA to implement. Mr. Dixon further stated that timing of the implementation will be based on funding. Mr. Dixon and Mr. Peterson responded to questions regarding the floodplain, stating that considerations will be made on the areas that are commercially viable to raise the floodplain. Responding to a question from the City Council, Planning Services Director Wally Wernimont stated that the islands Planned Unit Development (PUD) must be amended to include residential to the list of permitted uses if the City Council wanted to offer housing options on the island. This process would involve public hearings of the Zoning Advisory Commission and the City Council. City Manager Van Milligen stated that the intent of the work session was to present information to the City Council for consideration in future discussions on the islands redevelopment.

CLOSED SESSION

Motion by Jones to convene in closed session at 7:29 p.m. to discuss Purchase or Sale of Real Estate Chapter 21.5(1)(j) Code of Iowa. Seconded by Resnick. Mayor Cavanagh stated for the record that the attorney who will consult with the 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 9:10 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:10 p.m.

/s/Adrienne N. Breifelder, CMC

City Clerk

1t 2/21

STATE OF IOWA
DUBUQUE COUNTY

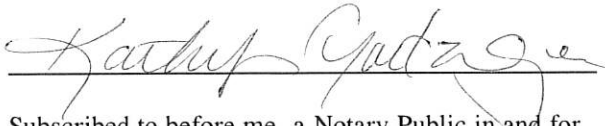
SS:

CERTIFICATE OF PUBLICATION

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

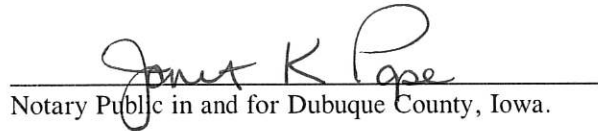
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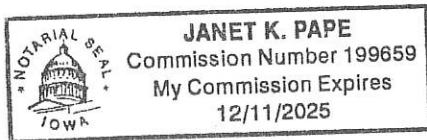
and for which the charge is 415.66



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

this 28th day of February, 2024


Notary Public in and for Dubuque County, Iowa.



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

The Dubuque City Council met in special session at 5:30 p.m. on February 19, 2024, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on officer involved shooting procedures.

WORK SESSION

Officer Involved Shooting Procedures

Assistant Police Chief Joe Messerich presented on the Dubuque Police Departments policy and procedures when a police officer is involved in an officer involved shooting or use of force incident causing death. Mr. Messerich responded to questions from the City Council regarding factors that increase the possibility of a threatful situation and how officer resources have evolved over time. City Council Members praised the police departments proactive approach of sharing its policies and utilizing national conferences to develop best practices.

ADJOURNMENT

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

Present: Mayor Cavanagh; Council Members Farber, Jones, Resnick, Roussell, Sprank (attended virtually), 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

PROCLAMATION(S)

1. National Eating Disorder Awareness Week (February 26 - March 1, 2024) was accepted by Jami Schadler on behalf of NAMI Dubuque.

2. Dubuque's Read Across America Day (March 2, 2024) was accepted by Beth McGorry on behalf of St. Mark Youth Enrichment.

CONSENT ITEMS

Council Member Resnick requested Item No. 8 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. 8. Seconded by Farber. Motion carried 7-0.

1. Minutes and Reports Submitted: City Council Proceedings of February 5 and February 12, 2024; Community Development Advisory Commission Minutes of January 17, 2024; Library Board

of Trustees Updates of December 21, 2023 and January 25, 2024; Zoning Advisory Commission Minutes of February 7, 2024; Proof of Publication for City Council Proceedings of January 16, 2024. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Kami Adolf for vehicle damage; April Colehour for personal injury; Douglas Harkey for property damage; Nick May for property damage; Natalie Oltmanns for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Kami Adolf for vehicle damage; April Colehour for personal injury; Douglas Harkey for property damage; Nick May for property damage; Natalie Oltmanns for vehicle damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 33-24 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

5. Fiscal Year 2024 Main Street Iowa Program Agreement: Upon motion the documents were received and filed, and Resolution No. 34-24 Approving an Agreement by and among the Iowa Economic Development Authority, Dubuque Main Street, Ltd. and the City of Dubuque providing for the Dubuque Main Street Program in the City of Dubuque was adopted.

6. Correspondence to Iowa Utilities Board on Alliant Energy's Proposed Electric Rate Increase: City Manager recommended City Council approval to send the attached letter to the Iowa Utilities Board on Alliant Energy's Proposed Electric Rate Increase. Upon motion the documents were received, filed, and approved.

7. Calendar Year 2023 Urban Revitalization Program Applications: Upon motion the documents were received and filed, and Resolution No. 35-24 Approving property tax abatement applications submitted by property owners in urban revitalization areas and authorizing the transmittal of the approved applications to the City Tax Assessor was adopted.

8. 3000 Jackson, Dubuque Brewing and Malting Building Update: Council Member Resnick requested confirmation on which portion of the structure is planned for demolition. Housing and Community Development Director Alexis Steger stated that only the portion of the structure located at 3000 Jackson St. will be demolished. Ms. Steger further stated that the most recent update from the developer indicated that the electrical in the building will need to be re-energized. Motion by Resnick to receive and file the documents. Seconded by Farber. Motion carried 7-0.

9. Communications Specialist Position: City Manager recommended City Council approval to switch the part-time (0.75 FTE) Communications Specialist position in the Public Information Office to a full-time position and make the currently full-time Communications Assistant position in the Public Information Office a part-time (0.75 FTE) position. Upon motion the documents were received, filed, and approved.

10. March/April 2024 City News Newsletter: City Manager provided a copy of the March/April 2024 City News Newsletter that will be distributed with City utility bills from February 14 through March 6, 2024. *Note: The Fiscal Year 2025 Budget

Public Meetings Schedule has changed since publication of the newsletter. The current schedule can be viewed at:
<https://www.cityofdubuque.org/3161/Fiscal-Year-2025-Budget>.
Upon motion the documents were received and filed.

11. Approve Professional Consultant Services Supplemental Agreement No.1 Smart Traffic Routing with Efficient & Effective Traffic System (STREETS) Iowa DOT Project No. EDP-2100 (699)-7Y-31: Upon motion the documents were received and filed, and Resolution No. 36-24 Approving Consultant Professional Services - Supplemental Agreement No. 1 between the City of Dubuque and Parsons Transportation Group, Inc. for the Smart Traffic Routing with Efficient and Effective Traffic System (STREETS) Project was adopted.

12. Catfish Creek Watershed Management Authority City Staff Appointment to the Board of Directors: Upon motion the documents were received and filed, and Resolution No. 37-24 Authorizing the City Manager to appoint City Staff Representatives to the Catfish Creek Watershed Management Authority Board of Directors was adopted.

13. Request to Eliminate Assistant Public Works Director, Hire an Additional Field Operations Supervisor, and adjust the Part-time Administrative Assistant to Full-time: Upon motion the documents were received, filed, and approved.

14. Historic Preservation Commission (HPC) Annual Workplan revision for Calendar Year 2024: Upon motion the documents were received, filed, and approved.

15. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 38-24 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits was adopted.

BOARDS/COMMISSIONS

Appointments were made to the following boards/commissions.

1. Community Development Advisory Commission: One, 3-Year Term through February 15, 2027 (Expiring Low/Moderate Income Representative term of Hammel Jr.). Applicant: Gerald Hammel Jr., 1225 1/2 Rhomberg Ave. - Qualifies as Low/Moderate Income Representative. Motion by Jones to appoint Mr. Hammel Jr. to the three-year term through February 15, 2027. Seconded by Wethal. Motion carried 7-0.

2. Transit Advisory Board: One, 3-Year Term through July 30, 2026 (Vacant term of Daughters). Applicant: Dora Serna, 2160 Marion Street. Motion by Roussell to appoint Ms. Serna to the three-year term through July 30, 2026. Seconded by Farber. Motion carried 7-0.

PUBLIC HEARINGS

1. Request to Rezone 1646 Asbury Road: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. Planning Services Director Wally Wernimont provided a staff report. Responding to questions from the City Council, Mr. Wernimont stated that the property fulfills all parking requirements, that the proposed expansion of the Dog House Lounge into another portion of the building will allow for reconfiguration of the business, and that all property owners within 200 feet of the property were notified of the requested rezoning. City Council

Members expressed support for the rezoning and thanked Planning Services staff for the information provided for public hearings. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 2-24 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by reclassifying hereinafter described property located at 1646 Asbury Road from C-2 Neighborhood Shopping Center District to C-3 General Commercial District. Seconded by Wethal. Motion carried 7-0.

2. Request to Rezone Property on Airborne Road: Motion by Roussell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Farber. Planning Services Director Wally Wernimont provided a staff report. Ken Miller, Dubuque Metropolitan Area Solid Waste Agency Administrator, stated his availability for questions. Responding to a question from the City Council on the timeline for constructing the residential and small load drop-off facility, Mr. Miller stated that 30% of the design has been completed. Staff aim to have 90% of the design completed by next month. Awarding the bid is scheduled to occur in May or June of 2024, with the goal of opening the new facility in late summer or early fall of 2025. City Council Members expressed enthusiasm for the project. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 3-24 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by reclassifying hereinafter described property located at Airborne Road (PIN 1506200016) from AG Agriculture to HI Heavy Industrial. Seconded by Farber. Motion carried 7-0.

3. Resolution of Adoption for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2024.1: Motion by Resnick to receive and file the documents and adopt Resolution No. 39-24 Approving the Amended and Restated Urban Renewal Plan, Version 2024.1, for the Dubuque Industrial Center Economic Development District. Seconded by Wethal. Motion carried 7-0.

4. Resolution of Adoption for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2024.2: Motion by Resnick to receive and file the documents and adopt Resolution No. 40-24 Approving the Amended and Restated Urban Renewal Plan, Version 2024.2, for the Dubuque Industrial Center Economic Development District. Seconded by Wethal. Motion carried 7-0.

5. Public Hearing & Approval of Amended Urban Revitalization Plans: Motion by Wethal to receive and file the documents and adopt the resolution. Point of Order by Cavanagh that the agenda item consists of multiple resolutions. Motion amended by Wethal to receive and file the documents and adopt Resolution No. 41-24 Approving the adoption of an Amended Urban Revitalization Plan for the Radford Road Urban Revitalization Area; Resolution No. 42-24 Approving the adoption of an Amended Urban Revitalization Plan for the Alta Vista Urban Revitalization Area; Resolution No. 43-24 Approving the adoption of an Amended Urban Revitalization Plan for the Dubuque Urban Revitalization Area; Resolution No. 44-24 Approving the adoption of an Amended Urban Revitalization Plan for the Bies Drive Urban Revitalization Area; and Resolution No. 45-24 Approving the adoption of an

Amended Urban Revitalization Plan for the Plaza Drive Urban Revitalization Area. Seconded by Farber. City Council Members thanked City staff for their efforts on the amended plans. Motion carried 7-0.

ACTION ITEMS

1. National Mississippi River Museum & Aquarium 20th Anniversary Update: Motion by Resnick to receive and file the documents and view the presentation. Seconded by Wethal. National Mississippi River Museum & Aquarium President and CEO Kurt Strand made a presentation regarding the museum's 20th anniversary. City Council Members commended the museums partnerships; its diversity, equity, inclusion, and accessibility initiatives; and serving as a beacon for tourism of the Mississippi River. Motion carried 7-0.

2. Approval of English Ridge Park Concept Plan: Motion by Wethal to receive and file the documents and approve the English Ridge Park concept plan. Seconded by Resnick. Motion carried 7-0.

3. RAISE Infrastructure Implementation Grant: Building Bridges to Employment and Equity (B2E2) Project - Approve Grant Application Submission: Motion by Farber to receive and file the documents and adopt Resolution No. 46-24 Authorizing the filing of a grant application with the U.S. Department of Transportation (USDOT) for a RAISE Infrastructure Implementation Grant to assist with funding for proposed improvements to construct specific elements of the Building Bridges to Employment and Equity (B2E2) Project. Seconded by Jones. Responding to a question from the City Council about other opportunities to mitigate increased train traffic, City Manager Van Milligen stated that the city is examining the feasibility of railroad quiet zones through a partnership with the East Central Intergovernmental Associations (ECIA) Dubuque Metropolitan Area Transportation Study (DMATS). Mr. Van Milligen emphasized that this initiative is separate from the agenda item. Director of Strategic Partnerships Teri Goodmann stated that other railroad intersections are being examined for potential funding from Consolidated Rail Infrastructure and Safety Improvements (CRISI) grants. City Council Members stressed the importance of the project and spoke about United States Secretary of Transportation Pete Buttigieg touring the project site earlier this year. Motion carried 7-0.

4. Smart Parking & Mobility Management Plan: Parking Access Revenue Control System Request to Distribute RFP and Create an RFP Review Committee - CIP 360-2936: Motion by Resnick to receive and file the documents and approve distributing a Request for Proposals (RFP) for services related to installation of a Parking Access Revenue Controls System (PARCS) at six parking ramps and the Port of Dubuque Parking Lot adjacent to the former McGraw-Hill building. Seconded by Jones. Responding to questions from the City Council, Director of Transportation Services Ryan Knuckey stated that city staff are looking to upgrade its parking ramp technology and to offer users the option of registering their license plates for automatic payment when using parking ramps. Mr. Knuckey further stated that the RFP welcomes vendor input on the city's current designs. Project Manager Steve Sampson Brown stated that the implementation plan will be presented to the City Council in May or June and will involve policy decisions. Motion carried 7-0.

5. Approval of Economic Development Assistance Contract

23-HQJP-011 by and Among McCoy Group, Inc., City of Dubuque, and Iowa Economic Development Authority: Motion by Resnick to receive and file the documents and adopt Resolution No. 47-24 Authorizing the execution of an Economic Development Assistance Contract by and among McCoy Group, Inc., the City of Dubuque, Iowa, and the Iowa Economic Development Authority. Seconded by Farber. City Council Members expressed appreciation for McCoy Group, Inc.'s investment in the area. Motion carried 7-0

6. Amending Tax Increment Ordinance 30-23-A for the Dubuque Industrial Center Economic Development District, as amended by Version 2024.1 of the Amended and Restated Plan: Motion by Roussell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. City Attorney Brumwell stated that the ordinance titles for this action item and Action Item No. 7 contained scrivener's errors. Ms. Brumwell clarified that for this action item, the City Council was voting to add Subarea U to the Division of Revenues. For Action Item No. 7, the City Council was voting to add Subarea V to the Division of Revenues. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 4-24 Correcting and Amending Ordinance No. 30-23-A, previously amended, providing that general property taxes levied and collected each year on all property located within the Amended and Restated Dubuque Industrial Center Economic Development District Urban Renewal Area of the City of Dubuque, County of Dubuque, State of Iowa, by and for the benefit of the State of Iowa, City of Dubuque, County of Dubuque, Dubuque Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness, including bonds issued or to be issued, incurred by said city in connection with the Amended and Restated Dubuque Industrial Center Economic Development District Urban Renewal Redevelopment Project by adding Subarea U to the Division of Revenues. Seconded by Wethal. Motion carried 7-0.

7. Amending Tax Increment Ordinance for the Dubuque Industrial Center Economic Development District, as amended by Version 2024.2 of the Amended and Restated Plan: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 5-24 Correcting and Amending Ordinance No. 4-24, previously amended, providing that general property taxes levied and collected each year on all property located within the Amended and Restated Dubuque Industrial Center Economic Development District Urban Renewal Area of the City of Dubuque, County of Dubuque, State of Iowa, by and for the benefit of the State of Iowa, City of Dubuque, County of Dubuque, Dubuque Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness, including bonds issued or to be issued, incurred by said city in connection with the Amended and Restated Dubuque Industrial

Center Economic Development District Urban Renewal Redevelopment Project by adding Subarea V to the Division of Revenues. Seconded by Wethal. Motion carried 7-0.

8. Council Member Susan Farber's Appointment to the National League of Cities AI Advisory Committee: Motion by Resnick to receive and file the documents. Seconded by Wethal. City Council Members expressed appreciation for Council Member Farber's involvement with the National League of Cities. Council Member Farber stated her intent to partner with Director of Strategic Partnerships Teri Goodmann and Chief Information Officer Chris Kohlmann. Council Member Farber asked if her recusal was necessary for this action item and Action Item No. 9. City Attorney Brumwell confirmed that recusal was unnecessary. Motion carried 7-0.

9. Council Member Susan Farber's Appointment to the Federal Communications Commission Intergovernmental Advisory Committee: Motion by Roussell to receive and file the documents and congratulate Council Member Farber on her appointment. Seconded by Resnick. Council Member Farber stated that she was honored to be selected for the committee. Motion carried 7-0.

10. Work Session Request: Sanitary Sewer Asset Management Plan Update on Consulting Engineering Services: Motion by Jones to receive and file the documents and schedule the work session for March 4, 2024, at 5:30 p.m. Seconded by Roussell. Motion carried 7-0.

11. Work Session Request: Project HOPE Update: Motion by Roussell to receive and file the documents and schedule the work session for May 6, 2024, at 5:30 p.m. Seconded by Wethal. Motion carried 7-0.

12. Work Session Request: Inclusive Dubuque: Motion by Wethal to receive and file the documents and schedule the work session for May 20, 2024, at 5:45 p.m. Seconded by Farber. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Council Member Farber reported on the Dubuque Arts Councils Artist in Residence Gareth Johnson, who recently performed at area schools and the University of Dubuque's Heritage Center.

Council Member Resnick congratulated the National Mississippi River Museum & Aquarium on their 20th anniversary. Mr. Resnick also reported on a recent event at Clarke University to commemorate the 40th anniversary of the fire that occurred on its campus.

Council Member Wethal reported on attending an ECIA training for City Councils and the Battle of the Bluffs Rodeo event at the Five Flags Center.

Council Member Jones reported on attending a recent children's music event at Carnegie Stout Public Library.

Mayor Cavanagh reported on recently touring Dubuque Stamping and Manufacturing, the upcoming Air Service Forum hosted by the Dubuque Area Chamber of Commerce, and the recent passing of Nick Lucy.

CLOSED SESSION

Motion by Jones to convene in closed session at 8:18 p.m. to discuss Confidential Records, Pending Litigation, and Purchase or Sale of Real Estate Chapter 21.5(1)(a),(c),(j) Code of Iowa. Seconded by Wethal. Mayor Cavanagh stated for the record that the attorney who will consult with the City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 6-0 with Sprank absent.

The City Council reconvened in open session at 9:13 p.m.
stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the
meeting adjourned at 9:13 p.m.

/s/Adrienne N. Breitfelder,

CMC City Clerk

1t 2/28

City of Dubuque
City Council Meeting

Consent Items # 02.

ITEM TITLE: Notice of Claims and Suits
SUMMARY: Latoya Eubanks for property damage; Ronald Lindblom and Catherine Dunning for property damage; Azariah Martin for vehicle damage; Kirtland Thayer for vehicle damage.
SUGGESTED DISPOSITION: Suggested Disposition: Receive and File; Refer to City Attorney

ATTACHMENTS:

Description	Type
Claim by Ronald Lindblom and Catherine Dunning	Supporting Documentation
Claim by Latoya Eubanks	Supporting Documentation
Claim by Azariah Martin	Supporting Documentation
Claim by Kirtland Thayer	Supporting Documentation

mvm
Legal
Chris Lester
Gus Prihoda
Marie Ware
Steve Fehsel

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

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

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

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

1. Name of Claimant: Ronald Lindblom and Catherine Dunning.
2. Address: 186 N. Main Street
City: Dubuque State: Iowa Zip: 52001
3. Telephone Number: 319-505-5416
4. Date of Incident: April 26, 2023
5. Time of Incident: See narrative attached.
6. Location of Incident (Be specific): 186 N. Main Street, Dubuque, IA. See also narrative.

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.)

See narrative attached.

8. What were weather conditions like? Pleasant.
9. Give name and address of any witnesses: Ronald Lindblom, ImOn construction workers; see narrative
10. Did police investigate? (If so, give names of officers.) N/A
11. Was anyone injured? (If so, give names, addresses, and extent of injuries).

N/A

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

Yes, \$19,656.00; see narrative attached.

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

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

No

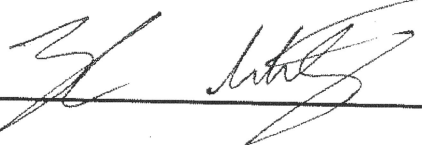
15. What amount do you claim from the City of Dubuque? \$19,656.00

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

17. Have you made any claim against anyone else for damages as a result of this incident? (If yes, give name and address.)
ImOn Communications, but the City of Dubuque is the primarily responsible

18. If the answer to Question 17 is yes, have you received any payment from that source, and if so, in what amount?
No; ImOn has found the City of Dubuque at fault.

Dated at Dubuque, Iowa this 1st day of March, 2024.



(Signature)

Zeke R. McCartney, Attorney for Claimants

(Print Name)

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

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

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

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

1. Name of Claimant: Latoya Eubanks
2. Address: 2248 Washington St
City: Dubuque State: Iowa Zip: 52001
3. Telephone Number: 563-239-7485
4. Date of Incident: 12/29/2023
5. Time of Incident: 1:05 AM
6. Location of Incident (Be specific): Front Door of the house

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.)

The police was called to the residence due to someone having a warrant. Since the door was locked, Police broke down the door.

8. What were weather conditions like? It was cold
9. Give name and address of any witnesses: Latoya Eubanks & the police officers
10. Did police investigate? (If so, give names of officers.)

No, they did it.

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

No

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

Yes, the front door can not be shut or
locked.

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

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

No

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

\$400

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

because the police officers broke the door down

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 27 day of February, 2024.

Latoya Eubanks (Signature)

Latoya Eubanks (Print Name)

(Rev. 5/18)

RECEIVED
24 MAR -5 PM 3:44
City Clerk's Office
Dubuque, IA

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

mvm
Legal
Anelk Swift

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

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

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

1. Name of Claimant: Azariah Martin

2. Address: 1940 Catherine St

City: Dubuque State: IA Zip: 52001

3. Telephone Number: (608) 340-6436

4. Date of Incident: 2/29/24

5. Time of Incident: around 1:00 pm

6. Location of Incident (Be specific): at 1940 Catherine St, at the dead

end of the street

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

my car was parked in front of my house while I was out of town. City employees arrived to work on things at the dead end. they knocked on the door and asked my roommate if the car could be moved. I had my keys with me while out of town. my roommate told them that and they said it was okay and they could (continued on back)

8. What were weather conditions like? sunshine

9. Give name and address of any witnesses: Alex Sundling 1940 Catherine St.

did not witness, but the workers talked to him

10. Did police investigate? (If so, give names of officers.) about moving the car and it being ok.

N/A

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

N/A

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.)

There is a dent on my front passenger door right below the door handle.
pictures and estimates attached.

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

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

N/A

15. What amount do you claim from the City of Dubuque?
\$ 1,178.28 (estimate from Brimeyer Auto Body is attached)

16. Why do you claim the City of Dubuque is responsible?
City of Dubuque workers were working at the dead end next to my car.

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

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

Dated at Dubuque, Iowa this 5 day of March, 2024.

 (Signature)

Azariah martin (Print Name)

City Clerk's Office
Dubuque, IA

24 MAR - 6 AM 10:56

RECEIVED

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

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

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

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

1. Name of Claimant: KIRTLAND M THAYER
2. Address: 3807 WESTLAKE VILLAGE DR
City: WINNEBAGO State: IL Zip: 61088
3. Telephone Number: 815-742-7425
4. Date of Incident: 2-28-24
5. Time of Incident: 12:50 P.M.
6. Location of Incident (Be specific): _____
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.)
TURNING FROM LIGHT ON HOLIDAY DR. ONTO NW ARTERIAL.
WHILE TURNING RIGHT MY PASSENGER REAR WHEEL FELL INTO LARGE HOLE
BLOWING OUT TIRE.
8. What were weather conditions like? Clear
9. Give name and address of any witnesses: N/A
10. Did police investigate? (If so, give names of officers.)
No
11. Was anyone injured? (If so, give names, addresses, and extent of injuries).
No

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

BLOWN OUT TIRE. REPLACED AT FIRM IN ILLA
\$212.94

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

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

NO

15. What amount do you claim from the City of Dubuque? \$212.94

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

OBVIOUS AND DANGEROUS ROAD CONDITIONS THAT SHOULD BE FIXED BY CITY

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

NO

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

NO

Dated at Dubuque, Iowa this 6th day of MARCH, 2024.

 (Signature)

KIRKLAND M THAYER (Print Name)

RECEIVED
24 MAR - 6 PM 3:36
City Clerk's Office
Dubuque, IA

ADDITIONAL: WHEN PULLING UP TO THE INTERSECTION TO TURN RIGHT DRIVERS ARE LOOKING LEFT TO ENSURE TRAFFIC IS STOPPED AT LIGHT MAKING THE CONDITION UNSEEABLE TO A DRIVER.

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: Latoya Eubanks for property damage; Ronald Lindblom and Catherine Dunning for property damage.	
SUGGESTED DISPOSITION:	Suggested Disposition: Receive and File; Concur	
<u>ATTACHMENTS:</u>		
Description		Type
ICAP Referral		Supporting Documentation

MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 3/7/2024

RE: Claim Against the City of Dubuque by Latoya Eubanks

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Latoya Eubanks	2/27/2024	12/29/2023	Property Damage

This is a claim in which claimant alleges Claimant's front door of her house was damaged by the Police Department.

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

cc: Michael C. Van Milligen, City Manager
Jeremy Jensen, Chief of Police
Latoya Eubanks

MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 3/6/2024

RE: Claim Against the City of Dubuque by Ronald Lindblom and Catherine
Dunning

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Ronald Lindblom Catherine Dunning	3/1/2024	4/26/2023	Property Damage

This is a claim in which claimant alleges City tree damaged water line resulting in water damage to basement.

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

cc: Michael C. Van Milligen, City Manager
Steve Fehsal, Park Division Manager
Ronald Lindblom and Catherine Dunning

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
03-20-2024_Approvals	Supporting Documentation
03-20-2024_Exceptions	Supporting Documentation



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Expenses Submitted for City Council Approval

DATE: March 11, 2024

Finance is submitting the following expenses to City Council for approval at the March 18, 2024 meeting. Payments on these expenses will be made March 20, 2024.

In addition, Finance is submitting expenses paid since March 6, 2024 to City Council for review. The payments for these claims were approved either by prior City Council action or meet the criteria as an exemption to prior City Council approval.

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

RESOLUTION NO.

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

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

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

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

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

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

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

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

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

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

COUNCIL APPROVAL

PAYDATE 03-20-24

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
1800TShirts	\$ 944.00	Shirts for the WRRC Staff
3CMA	99.00	National promotion of the communications specialis
A & G ELECTRIC COMPANY	9,809.00	2nd Floor Electrical Remodel
A & G ELECTRIC COMPANY	2,814.00	2nd Floor Access Control Wiring
ACCESS TECHNOLOGIES INC	555.54	Stapler Function Installed on Printer on 2nd Fl
ACCESS TECHNOLOGIES INC	7,059.26	FY24 Copy and Print Costs for Malfunctions
ACCESS TECHNOLOGIES INC	250.00	Move Copier to Federal Building
ACCURATE ANALYTICAL TESTING	65.00	2240 Schroeder LHH21 Initial Dust Wipes
ACCURATE ANALYTICAL TESTING	65.00	739 Alta Vista LHH21 Dust Wipes 3/01
ACCURATE ANALYTICAL TESTING	112.00	2212 Francis EBL Dust Wipes
ACCURATE ANALYTICAL TESTING	112.00	245 Fremont EBL Dust Wipes 3/07
ACCURATE CONTROLS INC	644.98	Galaxy License for 5th/Bluff & Federal Bldg
ADDOCO INC	1,200.00	MULCH FOR BEE BRANCH
ADDOCO INC	960.00	MULCH FOR BEE BRANCH AND KERPER TREE RINGS
ADDOCO INC	440.00	MULCH FOR BEE BRANCH
ADDOCO INC	1,280.00	MULCH FOR KERPER TREE RINGS
AFFORDABLE HOUSING NETWORK INC	145,321.20	AHNI FY2024 Agreement
AHLERS & COONEY PC	2,555.00	Franchise Ordinance
AIRGAS USA LLC	11.31	Landfill Cylinder Lease 02/01/2024-02/29/2024
AIRGAS USA LLC	7.54	Medical Oxygen for Ambulances
AIRGAS USA LLC	1.89	Liquid Oxygen - FY24
AIRGAS USA LLC	2,206.46	Liquid Oxygen - FY24
AIRGAS USA LLC	6.20	Medical Oxygen for Ambulances
AIRGAS USA LLC	29.64	Medical Oxygen for Ambulances
AIRGAS USA LLC	2,363.54	Airgas-Bulk Tank & Vaporizer Rental-FY24
AIRGAS USA LLC	3,337.65	Liquid Oxygen - FY24
AIRGAS USA LLC	2,362.54	Liquid Oxygen - FY24
AIRGAS USA LLC	1,508.96	Liquid Oxygen - FY24
AIRGAS USA LLC	3,227.17	Liquid Oxygen - FY24
AIRGAS USA LLC	3,418.47	Liquid Oxygen - FY24
AIRGAS USA LLC	3,118.05	Liquid Oxygen - FY24
ALL SEASONS HEATING & COOLING	230.00	SERVICE CALL FOR GAS LEAK ON HANGING HEATER
ALL SEASONS HEATING & COOLING	1,200.00	BOILER REPAIRS AT BHGC
ALLIANT ENERGY	196.38	Energy Costs for Various Locations
ALLIANT ENERGY	55.83	Energy Costs for Various Locations
ALLIANT ENERGY	2,713.79	ELECTRIC BILLS THRU JUNE 2024
ALLIANT ENERGY	191.52	Energy Costs for Various Locations
ALLIANT ENERGY	24.87	Energy Costs for Various Locations
ALLIANT ENERGY	6,707.42	Energy Costs for Various Locations
ALLIANT ENERGY	30.06	Energy Costs for Various Locations
ALLIANT ENERGY	25.35	Energy Costs for Various Locations
ALLIANT ENERGY	121.88	Energy Costs for Various Locations
ALLIANT ENERGY	225.09	ELECTRIC BILLS THRU JUNE 2024
ALLIANT ENERGY	24.11	Energy Costs for Various Locations
ALLIANT ENERGY	71.55	Energy Costs for Various Locations
ALLIANT ENERGY	3,255.12	Energy Costs for Various Locations
ALLIANT ENERGY	33.00	Energy Costs for Various Locations
ALLIANT ENERGY	68.63	Energy Costs for Various Locations
ALLIANT ENERGY	393.99	Energy Costs for Various Locations
ALLIANT ENERGY	24.67	Energy Costs for Various Locations
ALLIANT ENERGY	444.16	Energy Costs for Various Locations
ALLIANT ENERGY	154.26	FY24 ELECTRICAL SERVICE FOR 300 MAIN, SUITE 330
ALLIANT ENERGY	13,767.30	Energy Costs for Various Locations

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
Amanda Scheller	1,795.55	Travel Reimbursement to Attend CPSE Excellence Con
AMERICAN RESPONSE VEHICLES INC	51.90	ACTU-HA36517 Door Lock Actuator & Shipping
Application Research Inc	300.00	Background Checks - February 2024
AT&T Mobility National Accounts, LLC	1,894.93	Equipment Charges (after credits applied)
AUTOMOTIVE ENTERPRISES (AIH)	285.42	FY2024 Franchise Fees
AUTOMOTIVE ENTERPRISES (AIH)	38.41	FY2024 Franchise Fees
AV FUEL	23,835.82	Aviation fuel for resale
AV FUEL	500.00	Online fuel safety training for employees
B & H FOTO & ELECTRONICS CORP	301.03	PEG City of Dubuque Video Gear
BALL HORTICULTURAL COMPANY	1,242.95	SEED FOR GREENHOUSE
BIG RIVER SIGN COMPANY INC	49.45	Temp Closed Signs - Veterans Memorial
BLACK HILLS/IOWA GAS UTILITY CO	37.99	GAS BILLS THRU JUNE 2024
BLACK HILLS/IOWA GAS UTILITY CO	111.50	GAS BILLS THRU JUNE 2024
BLACK HILLS/IOWA GAS UTILITY CO	73.39	GAS BILLS THRU JUNE 2024
BLACK HILLS/IOWA GAS UTILITY CO	106.74	GAS BILLS THRU JUNE 2024
BLACK HILLS/IOWA GAS UTILITY CO	182.30	UTILITY EXPENSE - GAS
BLACK HILLS/IOWA GAS UTILITY CO	206.13	GAS BILLS THRU JUNE 2024
BLACK HILLS/IOWA GAS UTILITY CO	1,006.80	Locust Ramp Electricity FY24
BRANDON J NOEL	300.00	Therapeutic Rec Spring Dance DJ
BUTT'S FLORIST & GREENHOUSE	55.00	FLOWER ARRANGEMENTS FOR MFC
C&C MANUFACTURING LLC	383.62	P5001501 Fuel Filter Bowl w/sensor 16L
CANVAS PRODUCTS INC	23.00	New Strap with Velcro for New 505
CATHOLIC CHARITIES OF THE	2,703.60	Catholic Charities FY2024 Subrecipient Agreement
CATHOLIC CHARITIES OF THE	478.35	Pilot Program Reimbursement
CES COMPUTERS INC	2,741.00	Laptop hybrid setup
CGM LLC	5,000.00	December Hosting and Services for ACP website
CGM LLC	5,000.00	January Hosting and Services for ACP website
CGM LLC	5,000.00	February Hosting and Services for ACP website
CHARLES A SINGLETON	60.00	Charles A. Singleton-basketball referee
CHARLOTTE'S COFFEE HOUSE	276.13	3/5/24 Leadership Team Mtg Catering
CHEMSEARCH	169.95	Bld #75 - Lower Loop
CHEMSEARCH	375.00	Bld #80 - (Admin) - Two Loops
CHEMSEARCH	319.41	Bld #75 - Upper Loop
CINTAS CORP	16.30	Various Maintenance - FY24
CINTAS CORP	53.98	Various Maintenance - FY24
CINTAS CORP	307.18	Various Maintenance - FY24
CINTAS CORP	16.30	Various Maintenance - FY24
CINTAS CORP	53.98	Various Maintenance - FY24
CINTAS CORP	53.98	Various Maintenance - FY24
CINTAS CORP	16.30	Various Maintenance - FY24
CINTAS CORP	307.18	Various Maintenance - FY24
CINTAS CORP	307.18	Various Maintenance - FY24
CINTAS CORP	307.18	Various Maintenance - FY24
CINTAS CORP	307.18	Various Maintenance - FY24
CINTAS CORP	53.98	Various Maintenance - FY24
CINTAS CORP	16.30	Various Maintenance - FY24
CINTAS CORP	16.30	Various Maintenance - FY24
CINTAS CORP	53.98	Various Maintenance - FY24
CINTAS CORP	390.74	Various Maintenance - FY24
CINTAS CORP	501.02	Various Maintenance - FY24
CINTAS CORP	580.81	Various Maintenance - FY24
CINTAS CORP	390.74	Various Maintenance - FY24
CINTAS CORP	16.84	Various Maintenance - FY24
CINTAS CORP	55.71	Various Maintenance - FY24
CINTAS CORP	501.02	Various Maintenance - FY24
CINTAS CORP	662.92	Various Maintenance - FY24

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
CINTAS CORP	317.03	Various Maintenance - FY24
CINTAS CORP	88.11	FY24: Floor Mat Services - City Hall, Annex, & Fed
CINTAS CORP	16.84	Various Maintenance - FY24
CINTAS CORP	51.00	Various Maintenance - FY24
CINTAS CORP	222.29	Cintas Ramp Rugs FY24
CINTAS CORP	662.92	Various Maintenance - FY24
CINTAS CORP	628.14	Rugs/Towels for the WRRC-FY24
CINTAS CORP	662.92	Various Maintenance - FY24
CINTAS CORP	317.03	Various Maintenance - FY24
CINTAS CORP	51.00	Various Maintenance - FY24
CINTAS CORP	16.84	Various Maintenance - FY24
CINTAS CORP	662.92	Various Maintenance - FY24
CINTAS FIRST AID & SAFETY	415.19	FY2024 First Aid Supplies
CINTAS FIRST AID & SAFETY	181.63	First Aid Supplies-WRRC - FY24
CINTAS FIRST AID & SAFETY	352.08	FY2024 First Aid Supplies
CLARKE UNIVERSITY	633.48	Franchise Fees
CLARKE UNIVERSITY	2,718.87	Franchise Fees
COMMUNICATIONS ENGINEERING CO	529.20	SFP+ modules for Chavenenlle Rd
COMMUNICATIONS ENGINEERING CO	3,927.18	Hardware for Federal Building Network
CONSTELLATION NEW ENERGY GAS DIV	30,552.13	Natural Gas - FY24 - Constellation
CONSTELLATION NEW ENERGY GAS DIV	2,975.54	NATURAL GAS FOR PARKS
Cottingham & Butler Insurance Services Inc	13,275.00	Re-evaluation for General Employee Group
CRAWFORD HEATING AND COOLING CO INC	259.98	Rebuild Damaged Backflow - WRRC/Lft Station
CURT'S SIGNATURE SIGN	850.00	CURT'S SIGNATURE SIGN & DESIGN
Daniel M Zanger	260.00	1 hour music concert March 1
DELAWARE CO SOLID WASTE COMMISSION	5,787.70	Delaware Co. Solid Waste Comm FY 2024 Q1
DELL MARKETING LP	12,899.97	3 Dell Workstations in the TOC
DEMMEER OIL COMPANY	2,218.31	Auto fuel
DERBY GRANGE LLC	33,109.05	Rustic Point Phase 2 Reimbursement
DERON L MUEHRING	511.12	Travel Reim-Biomass Conf - Virginia
DITTMER RECYCLING INC	217.34	Landfill Fees - 20 yrd/2 yrd - FY24
DITTMER RECYCLING INC	24,866.15	Haul Charges 40ft Roll Offs
DreamSeats, LLC	2,799.00	ST 4-Recliners & Office Chairs for Station 4
DUANE F ROLING	210.00	Duane Roling- basketball ref from 2/21/24-3/5/24
DUBUQUE AREA CHAMBER OF COMMERCE	999.00	2024 DC Fly In Registration Expenses
DUBUQUE AREA CHAMBER OF COMMERCE	999.00	2024 DC Fly In Registration Expenses
DUBUQUE AREA CHAMBER OF COMMERCE	999.00	2024 DC Fly In Registration Expenses
DUBUQUE AREA CHAMBER OF COMMERCE	999.00	2024 DC Fly In Registration Expenses
DUBUQUE AREA CHAMBER OF COMMERCE	999.00	2024 DC Fly In Registration Expenses
DUBUQUE AREA CHAMBER OF COMMERCE	999.00	2024 DC Fly In Registration Expenses
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DUBUQUE AREA CHAMBER OF COMMERCE	999.00	2024 DC Fly In Registration Expenses
DUBUQUE AREA CHAMBER OF COMMERCE	999.00	2024 DC Fly In Registration Expenses
DUBUQUE AREA CHAMBER OF COMMERCE	999.00	2024 DC Fly In Registration Expenses
DUBUQUE AREA CONVENTION & VISITORS	361,657.75	FY24 Contracted POS-Travel Dbq
DUBUQUE COMMUNITY SCHOOL DIST	125.00	HHS Publication Quarter page ad March Issue
DUBUQUE COMMUNITY SCHOOL DIST	1,035.00	Custodial overtime open gym
DUBUQUE COUNTY ABSTRACT & TITLE	135.00	Abstracting Fees
DUBUQUE COUNTY E911 BOARD	352.56	Emergency Radio System Access Fees
DUBUQUE COUNTY EXTENSION	855.00	ORNAMENTAL & TURF PEST CONTROL REGISTRATION
DUBUQUE COUNTY RECORDER	92.00	Dubuque County Recorder Fees PreAnnex 9762 O'Rourke
DUBUQUE COUNTY RECORDER	164.00	Official Receipt : 2023-00001483
DUBUQUE COUNTY SHERIFF	532.00	Sheriff Services for February 2024
DUBUQUE HOSE & HYDRAULICS	116.64	F2409 Brake Cleaner Non Chlorinated
DUBUQUE HOSE & HYDRAULICS	4.81	XDFM12700 TAPCON HWH 3/16X1 1/4
DUBUQUE HOSE & HYDRAULICS	174.96	Brake Cleaner F2409

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
DUBUQUE HOSE & HYDRAULICS	130.20	E505101-100 1/4"X100' Nylon Loom
DUBUQUE HOSE & HYDRAULICS	232.12	Bin fill 2/28/2024 Grinding Wheel
DUBUQUE HOSE & HYDRAULICS	20.59	XFA08112 HHCS G8 NC Z/y 1/2 x1 Part
DUBUQUE HOSE & HYDRAULICS	209.00	LF T2771-20 M18 Transfer pump Tool only
DUBUQUE HOSE & HYDRAULICS	21.27	LF T84003 Pen Mark & Code White & FLGBOLT
DUBUQUE RACING ASSOCIATION LTD	19.80	DRA Board Mtgs 2/20 & 2/27 Meals CM & MCC
DUBUQUE SIGN COMPANY	625.00	Locust St Ramp Sign Repairs
DUBUQUE SIGN COMPANY	1,027.82	PESTICIDE SIGNS
EAGLE POINT ENERGY ONE LLC	1,522.70	Solar Production at the MSC
EAST CENTRAL INTERGOVERN ASSOC	7,101.32	Quiet Zone Study DMATS
EAST CENTRAL INTERGOVERN ASSOC	4,994.38	Quiet Zone Study DMATS
EASTERN IOWA ASPHALT MAINTENANCE IN	385.47	Old Engine House - Parking Lot - Striped Lot
EASTERN IOWA EXCAV & CONCRETE LLC	3,813.70	Kerper Ct Kerper Blvd Intersection Improvement Pro
ELECTRONIC PRINT INC	6.98	Nameplates
ELECTRONIC PRINT INC	2.74	Nameplates
ELIZABETH A LAWLER	280.00	Elizabeth Lawler-after school volleyball instructo
EMPLOYEE & FAMILY RESOURCES INC	900.91	EFR Presentation on 2/6/24
ENERGETICS	30,010.41	EQUIPMENT FOR FLOODWALL/B BRANCH
ESO SOLUTIONS INC	1,765.87	ESO Scheduling Plus
EUROFINS ENV TESTING NORTH CENTRAL	335.65	NPDES - 02/21/24
EUROFINS ENV TESTING NORTH CENTRAL	219.35	NPDES - 02/28/24
EUROFINS ENV TESTING NORTH CENTRAL	149.80	Eagle Window - 1st Qtr 2024 - 02/28/24
EUROFINS ENV TESTING NORTH CENTRAL	169.80	Klauer - 1st Qtr 2024
EUROFINS ENV TESTING NORTH CENTRAL	149.80	DBQ Stamp - 1st Qtr 2024 - 03/06/24
EVOLOGIC INC	1,326.23	Replace Failed PLC at Kerper Ct Lift Station
EXPERIENCED ROOFING	192.00	Roof Repairs at 2401 Central Ave 3.6.24
EXPERIENCED ROOFING	1,184.00	Roofing Inspection for entire PW facility 03/6/24
EXPRESS EMPLOYMENT PROFESSIONALS	1,606.37	C063 - Administrative Assistant payroll
EXPRESS EMPLOYMENT PROFESSIONALS	2,638.95	Temporary HR Admin Assistants - week of 3-3-24
EXPRESS EMPLOYMENT PROFESSIONALS	2,536.75	HR Temp Admin Assistants week of 3/10/24
FACTUAL DATA	164.70	Factual Data- Blanket PO
FEHR-GRAHAM & ASSOCIATES LLC	102.00	Bee Branch Trail
FOTH INFRASTRUCTURE & ENVIRO LLC	128,064.45	Reconstruct GA Apron Design Engineering
FOUR MOUNDS FOUNDATION	14,343.81	Four Mounds FY2024 Agreement
FRANSYL EQUIPMENT INC	3,887.80	LABOR AND PARTS TO REPAIR #4414
FRESHWORKS, INC	21,904.42	Freshservice pro annual
FRESHWORKS, INC	9,845.21	Finance Additional Licenses for ERP Support
Garsite Progress LLC	188.70	LL1 truck parts
GAVILON GRAIN LLC	268.22	FY2024 Unloading Salt Barges
GEISLER BROTHERS COMPANY	1,491.25	QUARTERLY PM CHECKS PORT OF DUBUQUE
GEISLER BROTHERS COMPANY	110.00	WWHP repair - Bld #80
GEISLER BROTHERS COMPANY	1,956.00	WRRRC maintenance - 01/22/24
GEISLER BROTHERS COMPANY	496.00	Diagnose failed mini-splits in Bld #10 & #20
GEISLER BROTHERS COMPANY	1,491.25	QUARTERLY PM CHECKS PORT OF DUBUQUE
GIESE ROOFING COMPANY	90,116.43	City Hall Annex Roof Replacement Project
GIESE SHEET METAL CO INC	1,350.00	Filter change in HVAC system
GIESE SHEET METAL CO INC	1,138.50	Heater Service Garage/Lubrication Room
GILLIG LLC	34.98	Unit 2680 82-60186-000 Element Filter
GILLIG LLC	557.62	26-45474-000R Windshield Curb Side W/O Tint U 2502
GILLIG LLC	160.00	Unit 2697 51-53248-002 Lamp Asm, Dash Panel
GILLIG LLC	53.17	53-28193-003 Clamp Gasket Element Stock
GILLIG LLC	60.30	82-22389-000 Gasket Fuel Cap Unit 2693
HANLEY AUTO BODY INC	3,297.00	Paint Patrol vehicle
HDR ENGINEERING INC	23,116.76	CUSTOMER CONVENIENCE CENTER LANDFILL/HDR ENG
HDR ENGINEERING INC	3,937.94	PROFESSIONAL SERVICES
HDR ENGINEERING INC	4,824.23	CUSTOMER CONVENIENCE CENTER LANDFILL/HDR ENG

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
HENDERSON PRODUCTS INC	2,896.88	829545 Cylinder G4 Bushing Kit
HOGLUND BUS CO INC	170.11	227X/28593A-10KS Block Guide 10PK
HOGLUND BUS CO INC	171.74	227X/916-5406 Bearing, inboard barrier
HORSFIELD CONSTRUCTION	80,986.76	Seippel Rd Watermain Relocation Proj
ICON ENTERPRISES INC	4,700.00	Monsido Acct Activation/Setup/Standard Package
INGRAM LIBRARY SERVICES INC.	427.75	Children's Books for Library collection
INTELIUS SCREENING SOLUTIONS LLC	1,184.84	Background checks - February 2024
INTERSTATE PIPE & SUPPLY	238.47	Fittings for Air Pump #4 in Bld #20
INTERSTATE PIPE & SUPPLY	77.33	Piping/Coupl for re-pipe Air pump #2-Bld#20
IOWA DEPARTMENT OF PUBLIC SAFETY	3,399.00	FY24 Iowa System Billing
IOWA DEPT OF TRANSPORTATION	545.40	Thermal Paper for Patrol Vehicle Printers
IOWA DEPT OF TRANSPORTATION	505.44	Thermal Paper for Patrol Vehicle Printers
J & R SUPPLY COMPANY	741.00	Supplies for Emerg. Sewer Pipe Break
J & R SUPPLY COMPANY	1,900.00	Kent Seals
JAMIE L WEINER	210.00	Jamie Weiner- after school volleyball instructor
JMB & ASSOCIATES, LLC	3,554.00	Annual Calibration of Detectors 2/27/2024
JOEL C CROSS	32.09	Photo paper
Johannan J Frost	150.00	Johannan Frost- basketball ref from 2/21/24-3/5/24
Joseph L Frederick	160.00	TRAPPING OF SKUNKS-BUNKER OFFICE
JUSTINE HULL	59.34	Mileage Reimb: April 2023
JUSTINE HULL	27.58	Mileage Reimb - Feb 2023
JUSTINE HULL	86.39	Mileage Reimb: June 2023
JUSTINE HULL	36.81	Mileage Reimb: March 2023
JUSTINE HULL	96.02	Mileage Reimb: May 2023
KANE T HOFFMANN	2,056.54	Stipend for K9 Corporal
KANE T HOFFMANN	53.20	Gas to return to Dubuque
Kayla Tyson	1,225.00	Reimbursement for installing an accessible ramp AD
KENNETH J MEYER	2,590.00	134A Refrigerant 30Lb cyl Chemours/Dupont
KENNETH J MEYER	12.50	KLF002-03 KLEENDEF Fluid 800250 2.5 Gal
KENNETH J WELTER	360.00	Ken Welter- basketball ref from 2/21/24-3/5/24
KENNETH M MILLER	70.00	Bag fee reimbursement, NAHMMMA Board travel
KEVIN C ESSER	2,303.10	Travel Reimbursement to Attend CPSE Excellence Con
Kieler Service Cente	398.50	Unit 3405 Reseal Cylinder
KIM A HERRIG	473.75	FY24 CUSTODIAL SERVICES FOR 300 MAIN, SUITE 330
KURT W ROSENTHAL	33.01	Gas for Des Moines case presentation
LAMAR TEXAS LIMITED PARTNERSHIP	375.00	1/5-1/11 Digital Billbd Seasonal Job Fair
LAMAR TEXAS LIMITED PARTNERSHIP	420.00	Billboard Ad Seasonal/Summer Job Fair
LAMAR TEXAS LIMITED PARTNERSHIP	420.00	3/4-3/10 Ad Seasonal Employment LS Recruitment
Larry D Billmeyer, Sr	2,300.41	Renew Dubuque-Solar Renewable Energy Credit
LIME ROCK SPRINGS CO	303.60	BEVERAGES THRU JUNE 2024
LINK HYDRAULIC & SUPPLY	55.24	Fitting Balflex ORFS Female Swivel #8 Hydraulic Ho
LUKE N BOCK	74.90	Labels for Display case at DLEC
MACQUEEN EQUIPMENT GROUP	1,095.67	30721 Gutter Broom (T015948 Gutter Broom) 5 sectio
MCGRATH AUTOMOTIVE GROUP INC	253.09	19302360 Sensor
MEDICAL ASSOCIATES	772.26	New Hire Physical
MEDICAL ASSOCIATES	2,237.00	Pre-employ Phy, DS, vaccines, & Respirator exams
MICS CONSTRUCTION	3,450.00	1018 Lincoln LHH21 Change Orders 1-2
MIDWEST TAPE LLC	347.35	DVD, BluRay, CD audio, and di
MIDWEST TAPE LLC	319.30	Children's AV and Video for collection
MIKE FINNIN FORD LLC	416.01	Unit 1818 Front Half Shaft & labor
MIKE FINNIN FORD LLC	60.26	FB5Z 7828371 C:Shield Splash
MIKE FINNIN FORD LLC	18.36	ML3Z 9911398 C Deflector Unit 0921
MIKE FINNIN FORD LLC	159.05	BL3Z 7A098 Screen Asy BL#Z 7A191 C Gasket
MIKE FINNIN FORD LLC	323.18	PC3Z 3A131 A Spindle Rod Pad Brake
MIKE FINNIN FORD LLC	199.50	AE8Z 9G444 B Sensor Exhaust G Spord
MIKE FINNIN FORD LLC	595.00	Final Coat Electronic Rustproofing system Unit 261

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
MIKE FINNIN FORD LLC	490.22	Unit 1804 Repair Transmission
MIKE FINNIN FORD LLC	595.00	Final Coat Electronic Rustproofing system Unit 320
MILLWORK HOTEL ASSOCIATES LLC	297.92	677 W Locust LHH21 Relocation
MILLWORK HOTEL ASSOCIATES LLC	1,874.05	1775 Auburn LHH21 Relocation
MILLWORK HOTEL ASSOCIATES LLC	154.56	1018 Lincoln LHH21 Relocation 2 Revised
MIRACLE CAR WASH CORP	69.70	FY24 Miracle Car Wash-Police Vehicles
MORRISON BROTHERS CO	31.41	16 Ga. HR sheet cut 4"x8" & 16 Ga. HR sheet no cut
MORRISON BROTHERS CO	150.86	1-1/4" OD x 3/4" ID rd. Tube cut 18" 1" rd C.R. cu
MORRISON BROTHERS CO	312.45	Parts for Boat Ramps
MTI DISTRIBUTING INC	262.99	MISC TORO PARTS FOR #4474
MUNICIPAL PIPE TOOL CO LLC	1,067.84	LM074 Connector Quick 12Pin Lamp
NORTHERN LIGHTS FOODSERVICE	77.65	MISC FOOD AND SUPPLIES FOR BHGC SNACK BAR
NUTRI JECT SYSTEMS INC	9,100.00	Nutri Ject Storage and Hauling - FY24
NUTRI JECT SYSTEMS INC	5,859.49	Nutri Ject Storage and Hauling - FY24
O'CONNOR & ENGLISH INSURANCE AGENCY	13,115.99	Airport cyber insurance 3-31-24 thru 3-25-25
OPEN TEXT INC	2,072.40	rightfax maintenance
OPENING SPECIALISTS INC	852.94	Storage Closet at MSC
ORIGIN DESIGN CO	421.75	Prepare Construction Documents Ice Harbor Gate
O'TOOLE OFFICE SUPPLY COMPANY	12.25	Name Plate for LRPAC Rick Merfeld
OVIVO USA LLC	386.00	Draft Tube Mixer for Digester #2
PASSPORT LABS INC	1,417.50	Passport Parking Meter App FY24
Patrick Quarnstrom	90.00	Patrick Quarnstrom- basketball referee
PETDATA	4,532.50	Pet Data Fees 24
PETDATA	3,162.29	Pet Data Fees 24
PHELPS THE UNIFORM SPECIALISTS	45.43	Uniform cleaning for mechanic; shop towels cleanin
PIGOTT INC.	31,596.85	Furniture for Federal Building
PRECISE MRM LLC	860.00	October 2023 Subscription Precise Fleet Management
PRECISE MRM LLC	360.00	Automatic Vehicle Locator Software - Jan 2024
RACOM CORPORATION	3,384.42	Parts and Camera Installation-Control Rm - Bld#75
RADIO DUBUQUE INC	117.00	Feb 2024 Seasonal employment recruitment radio ad
RILCO FLUID CARE	1,045.00	TEC Guard Extreme Tec Guard Armor Syn Bld Washer F
ROBERT G WRIGHT JR	15,378.16	677 W Locust LHH21 Construction Payment #1
Robert Wegmann	73.75	TRAVEL REIMBURSEMENTS
ROEDER OUTDOOR POWER EQUIPMENT	35.02	Unit 1818 Front Half Shaft & labor
ROEDER OUTDOOR POWER EQUIPMENT	1,000.00	Parking Dept. Power Washer
Rohde Brothers Inc	645.00	Sensors for Low Pressure Gas Skid Chiller
ROM CORPORATION	642.19	R01078 Kit DASS replacement (5 Wire series III
ROSENBAUER MINNESOTA LLC	819.58	42705 Sensor Pressure UniBody 65106000
Runnion Equipment Company	246,149.00	LOG LOADER FOR TREE CREW
SADLER POWER TRAIN INC	159.68	RM-D02 REV HD Max HP Drive Axle Wheel Seal 4004
SAFEGUARD BUSINESS SYSTEMS INC	349.52	Promotional Material
SAFEGUARD BUSINESS SYSTEMS INC	170.89	Promotional Material
SAFEGUARD BUSINESS SYSTEMS INC	355.09	Promotional Material
SANDRY FIRE SUPPLY LLC	308.00	Fire Glove Straps
SANDRY FIRE SUPPLY LLC	595.50	KU091-295.12 Kussmaul Battery Saver 12V 20AMP
SAUNDERS OIL CO INC	2,437.93	Landfill Winter Blend Diesel bid week 01/29/2024
SAUNDERS OIL CO INC	2,575.08	Landfill Winter Blend Diesel bid week 01/29/2024
SAUNDERS OIL CO INC	2,516.30	Landfill Winter Blend Diesel bid week 2/19/2024
SAUNDERS OIL CO INC	2,451.93	Landfill Winter Blend Diesel bid week 2/19/2024
SELCO INC	429.00	Traffic Control for New Roof on Annex
SerJon Bennett	30.72	Gas from Academy for new officers
SerJon Bennett	31.67	Gas from Academy for new officers
SIMON FIRE EQUIPMENT & REPAIR INC	4,039.95	Simon Fire Parts 1/10/2024 - 2/9/2024
ST LUKES HEALTH - UNITYPOINT CLINIC	504.00	FY24 Drug Screens - 1/31 to 2/27/24
STONY CREEK LANDSCAPES INC	5,250.00	AOTR Art Sale Payout
STRAND ASSOCIATES INC	3,434.31	WRRS SCADA Upgrades-2022-23 Assistance

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
STRAND ASSOCIATES INC	7,630.00	Maus Park Pump Station
STRAND ASSOCIATES INC	9,050.00	Maus Park Pump Station
STRYKER CORPORATION	101.50	Strap, Stabilization for ambulance
THE BIKE SHACK	390.00	Clean & Inspect Treadmills and 6 stations
THE BUTLER FAMILY FOUNDATION	49.63	UB 23249 395 7TH
THE DUBUQUE ADVERTISER	750.00	March Ad Seasonal Employment Recruitment
THE FISCHER COMPANIES	80.00	parking fees/RC029628/ih email
THE FISCHER COMPANIES	480.00	FEBRUARY- IT Parking for 12 Spaces
THE FISCHER COMPANIES	40.00	Parking Spot-Media Services
THE LOCKSMITH EXPRESS	564.00	Padlocks for Lighting and Traffic Cabinets
THE LOCKSMITH EXPRESS	28.50	TAGS FOR PICNIC TABLES-PARKS
THE LOCKSMITH EXPRESS	235.00	FIX LOCK ON CONCESSION DOOR-VETS PARK
THOMPSON TIRE & RETREAD	393.92	20076312 11R225 PC G177M2 27 Tires unit 3203
THOMPSON TIRE & RETREAD	304.77	20076418 Unit 3408 tires 215/75R175 tires
THOMPSON TIRE & RETREAD	33.00	Passenger tire flat repair loose Unit 4912
THOMPSON TIRE & RETREAD	564.00	20076622 Unit 3290 25X12 4ply Carl Trac Tires moun
THOMPSON TRUCK & TRAILER INC	9,624.55	Unit 3417 Cylinder Head Seal Rod Kit forced lube
THOMPSON TRUCK & TRAILER INC	1,460.50	201116610 ZRXM100PQM REM Gear Remanufacture
THREE RIVERS FS INC	253.30	Diesel Exhaust Fluid Bulk Landfill
TIM WILLIS WINDOW CLEANING LLC	210.00	MSC window cleaning
TIMOTHY J WITTSTOCK	99.00	Nitrile Gloves for Patrol
TM Inc	315.00	Mail Courier Service
TOWNSQUARE MEDIA LLC	415.00	Admin advertising for February 2024
TSCHIGGFRIE EXCAVATING	70,050.15	Maus Park Lake Pump Station Culvert Repair Project
TURPIN DODGE OF DUBUQUE LLC	229.69	68535427AA Gasket 68596317AB Adapter
TURPIN DODGE OF DUBUQUE LLC	125.29	68137864AC Wiring 68543905AA Tube-Fuelhold
TURPIN DODGE OF DUBUQUE LLC	550.97	101F/BW 5002063 Air dryer-Reman Unit 3206
TVG - MGT Holdings LP	5,103.00	HR Temp Talent Acquisitions Coordinator
TYLER TECHNOLOGIES, INC	14,800.00	Order #202159
TYLER TECHNOLOGIES, INC	6,400.00	Order #202159
UNIFORM DEN	629.75	DFD Shoulder Patches
UNION HOERMANN PRESS	2,863.90	March/April 2024 City News
UNITED STATES TREASURY/IRS	184.24	IRS unpaid balance for form 720
UPS GROUND FREIGHT	86.05	Shipping for Sanitary Sewer equipment
UPS GROUND FREIGHT	337.22	Shipping for Sanitary Sewer equipment
US Peroxide LLC	31,020.00	Odor Control Trial for the WRRC
US Peroxide LLC	14,170.50	Odor Control Trial for the WRRC
US Peroxide LLC	21,276.90	Odor Control Trial for the WRRC
VAN METER INDUSTRIAL INC	493.07	Cabinets for ITS - Siemens Q130 SP 30A
VAN METER INDUSTRIAL INC	246.53	Cabinets for ITS - Siemens Q130 SP 30A
VAN METER INDUSTRIAL INC	461.18	Cabinets for ITS - ETN
VAN METER INDUSTRIAL INC	31.89	Cabinets for ITS - Siemens Q130 SP 30A
VAN METER INDUSTRIAL INC	3,329.97	Spare PLC Processor for Plant Stock
VEOLIA ES TECHNICAL SOLUTIONS	16,889.45	Collection and Proper Disposal of Household Haz Ma
Veolia Water Technologies Treatment Solutions USA	45,513.52	UV Bulbs, quartz tubes and fittings-Effluent disin
Vidl Solutions, Inc	17,187.50	CC Goal-Organizational Culture Continuous Improvem
VRBAN FIRE PROTECTION INC	2,069.00	Port Ramp Service Call
WAYNE R SCHNIER	60.00	Wayne Schnier- basketball ref from 2/21/24-3/5/24
WELDON TIRE	397.14	Blower 10 tires
WELU PRINTING COMPANY	433.25	Dumping Slips for Waste Haulers
WELU PRINTING COMPANY	417.96	stationary order
WELU PRINTING COMPANY	368.52	stationary order
WELU PRINTING COMPANY	234.75	stationary order
WELU PRINTING COMPANY	408.97	#10 Window Envelopes Health Services QTY 3000
WELU PRINTING COMPANY	234.75	Finance Envelopes No Window
WENSCO OF MICHIGAN CORPORATION	64.32	PRINTER EQUIPMENT REPAIR SIGNS 02/15/24

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
WENSCO OF MICHIGAN CORPORATION	353.50	PRINTER EQUIPMENT REPAIR SIGNS 02/15/24
WESTPHAL & COMPANY, INC	10,000.00	Terminal Street Lift Station Electrical Wall Repai
WEX HEALTH INC	1,098.26	FY24 COBRA, Commuter, FSA Admin - February 2024
WHKS AND COMPANY	163.15	PROFESSIONAL ENGINEERING SERVICES FOR 3000 JACKSON
William Arndt	60.00	Will Arndt- basketball ref from 2/21/24-3/5/24
WIMACTEL INC	91.50	FY24: City Hall - Pay Phone Monthly Fee
	<u>\$ 1,982,591.22</u>	

EXCEPTIONS TO COUNCIL APPROVAL

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
512944	3/13/2024	1607 SOUTH GRANDVIEW LLC	\$	29.14 UB 10121 1615 GRANDVIEW
240900002	3/7/2024	3C PAYMENT USA CORP		110.00 FY24 PARK ACH FEES
1007937	3/6/2024	A M LEONARD INC		382.97 TRASH PICKERS-PARK CLEAN UP
1008003	3/13/2024	Addy Schober		132.00 Addy Schober- Winter/Spring 2024 classes
1007960	3/13/2024	AECOM TECHNICAL SERVICES INC		3,914.51 22200328
512895	3/13/2024	ALLIANT ENERGY		1,452.09 ELECTRIC BILLS THRU JUNE 2024
512895	3/13/2024	ALLIANT ENERGY		3,590.25 ELECTRIC BILLS THRU JUNE 2024
512896	3/13/2024	ALLIANT ENERGY		50.30 ELECTRIC BILLS THRU JUNE 2024
512895	3/13/2024	ALLIANT ENERGY		646.24 ELECTRIC BILLS THRU JUNE 2024
512895	3/13/2024	ALLIANT ENERGY		12,028.78 ALLIANT 4392701000 Ramps/Lots FY24
512895	3/13/2024	ALLIANT ENERGY		5,916.70 Alliant 0557811000 Port Ramp FY24
512895	3/13/2024	ALLIANT ENERGY		88.36 Alliant 0557811000 Port Ramp FY24
512895	3/13/2024	ALLIANT ENERGY		115.94 Alliant 6477860931 12th Elm Lot FY24
512896	3/13/2024	ALLIANT ENERGY		20.64 Alliant 0539621000 12th Bluff Lot FY24
512895	3/13/2024	ALLIANT ENERGY		417.92 Alliant 1477501000 5th Bell Lot FY24
512895	3/13/2024	ALLIANT ENERGY		2,368.28 Alliant 1522511000 5th St Ramp FY24
512896	3/13/2024	ALLIANT ENERGY		35.40 514 Angella St - Electric Bill
512895	3/13/2024	ALLIANT ENERGY		12,162.08 Building electrical service
512895	3/13/2024	ALLIANT ENERGY		53.90 ELECTRIC BILLS THRU JUNE 2024
512895	3/13/2024	ALLIANT ENERGY		1,510.99 UTILITY EXPENSE - ELECTRICITY
512895	3/13/2024	ALLIANT ENERGY		497.68 FY24: W. 5th Restrooms Electricity
512895	3/13/2024	ALLIANT ENERGY		1,915.15 FY24: 1300 Main St - City Annex Electricity
512895	3/13/2024	ALLIANT ENERGY		3,561.59 FY24: 50 W. 13th St - City Hall Electricity
512895	3/13/2024	ALLIANT ENERGY		3,957.85 FY24: 305 W. 6th St - Federal Building Electricity
512895	3/13/2024	ALLIANT ENERGY		2,319.31 FY24: 1157 Central Ave - MFC Building Electricity
512895	3/13/2024	ALLIANT ENERGY		699.61 FY24: 1805 Central Ave - Old Engine House LB/HSE
512895	3/13/2024	ALLIANT ENERGY		1,515.52 Energy Costs for Various Locations
512896	3/13/2024	ALLIANT ENERGY		24.93 Energy Costs for Various Locations
512895	3/13/2024	ALLIANT ENERGY		171.34 Energy Costs for Various Locations
512895	3/13/2024	ALLIANT ENERGY		56.45 Energy Costs for Various Locations
512895	3/13/2024	ALLIANT ENERGY		90.43 Energy Costs for Various Locations
512896	3/13/2024	ALLIANT ENERGY		27.51 Energy Costs for Various Locations
512896	3/13/2024	ALLIANT ENERGY		28.44 Energy Costs for Various Locations
512895	3/13/2024	ALLIANT ENERGY		1,686.64 Energy Costs for Various Locations
512895	3/13/2024	ALLIANT ENERGY		79.40 Energy Costs for Various Locations
512895	3/13/2024	ALLIANT ENERGY		48,177.79 Energy Costs for Various Locations
1008009	3/13/2024	Andrew Lahey		338.70 Travel Reimbursement to attend IAFF Peer Support
512945	3/13/2024	APEL, ARICA R		21.28 UB 19205 1595 FAIRFAX
1007992	3/13/2024	ASCENT AVIATION GROUP INC		295.00 TotalFBO Software Maintenance
512934	3/13/2024	AT&T Mobility National Accounts, LLC		2,455.19 Monthly Phone Bill Service - First Net
512934	3/13/2024	AT&T Mobility National Accounts, LLC		2,533.98 Wireless Expenses for phones, MCT's & Ipads
512934	3/13/2024	AT&T Mobility National Accounts, LLC		5,984.83 AT&T Monthly First Net Charges-Jan 20-Feb 19, 2024
1007955	3/13/2024	AV FUEL		39,841.03 Aviation fuel for resale
1007955	3/13/2024	AV FUEL		24,400.18 Aviation fuel for resale
1007955	3/13/2024	AV FUEL		24,309.51 Aviation fuel for resale
1007955	3/13/2024	AV FUEL		24,013.48 Aviation fuel for resale
1007956	3/13/2024	B & H FOTO & ELECTRONICS CORP		1,203.96 3 wireless streaming cameras and camera processor
1007956	3/13/2024	B & H FOTO & ELECTRONICS CORP		1,199.25 3 wireless streaming cameras and camera processor
1007946	3/6/2024	B G BRECKE INC		287.60 HDQ-Maintenance of heat at Headquarters
1008025	3/13/2024	B G BRECKE INC		55.00 Boiler Checks for December
1008025	3/13/2024	B G BRECKE INC		55.00 Boiler Checks for January
512946	3/13/2024	BAILEY, MEGAN J		7.82 UB 07486 1131 MAIN
512947	3/13/2024	BAKER, CALAIS C		5.69 UB 11735 2735 MUSCATINE
1007979	3/13/2024	BARBARA L LUSKA		118.00 TRAVEL REIMBURSEMENTS
512948	3/13/2024	BAUM, WILLIAM J		59.81 UB 24803 3479 KEYMONT
512949	3/13/2024	BENNETT, PAMELA M		112.55 UB 24535 1984 GOLDEN EAGLE
1007986	3/13/2024	BI-COUNTY DISPOSAL INC		60.00 Transfer of the DMASWA scrap Steel unit to Alter
1007954	3/13/2024	BLACK HILLS/IOWA GAS UTILITY CO		107.60 FY24 Blanket PO-Gas Costs
1007954	3/13/2024	BLACK HILLS/IOWA GAS UTILITY CO		433.65 FY24: 1101 Central Ave - Colt Building Natural Gas
1007954	3/13/2024	BLACK HILLS/IOWA GAS UTILITY CO		198.87 FY24: 1157 Central Ave - MFC Building Natural Gas
1007954	3/13/2024	BLACK HILLS/IOWA GAS UTILITY CO		172.61 FY24: 1805 Central Ave - Suite 1 Natural Gas
1007954	3/13/2024	BLACK HILLS/IOWA GAS UTILITY CO		35.92 FY24: 1805 Central Ave - Suite 2 Natural Gas
1007996	3/13/2024	BLACKSTONE ENVIRONMENTAL INC		1,490.00 NPDES COMPLIANCE PLAN - SALT TERMINAL
240900024	3/14/2024	BLUEFIN PAYMENT SYSTEMS LLC		774.97 Monthly Fees
240900023	3/14/2024	BLUEFIN PAYMENT SYSTEMS LLC		147.80 Monthly Fees
1008008	3/13/2024	BluePath Finance FC IV LLC		1,160.56 UTILITY EXPENSE - ELECTRICITY
512914	3/13/2024	BODENSTEINER IMPLEMENT COMPANY		15,500.00 1570 Commercial Front Mower
512950	3/13/2024	BOWEN, ROSE M		50.24 UB 25721 1010 MARISA
512802	2/29/2024	Bradley Animal Damage Control		75.00 ST 6-Bat Removal at Station 6
1007989	3/13/2024	BRIAN S FELDOTT		107.86 Brian Feldott mileage reimbursement
512920	3/13/2024	BUSINESS & LEGAL RESOURCES (BLR)		573.00 Employment Law Newsletter (mails to legal)
512897	3/13/2024	BUTT'S FLORIST & GREENHOUSE		55.00 FLOWER ARRANGEMENTS FOR MFC
1007949	3/6/2024	CAPITAL SANITARY		129.81 Janitorial Supplies - JOTC building
1008028	3/13/2024	CAPITAL SANITARY		124.60 Copy paper for the MFC
1007961	3/13/2024	CENGAGE LEARNING INC		1,881.40 Reference book continuations
512925	3/13/2024	CHAVENELLE STUDIO METALWORKS		144.00 Art @ Library sales-Reader, Heart Garden, Metacut
1007978	3/13/2024	CHRISTOPHER J LESTER		178.02 FEBRUARY 2024 MILEAGE FOR CHRIS LESTER
1007957	3/13/2024	CINTAS CORP		317.03 Various Maintenance - FY24
1007957	3/13/2024	CINTAS CORP		55.71 Various Maintenance - FY24
1007957	3/13/2024	CINTAS CORP		16.84 Various Maintenance - FY24

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1007957	3/13/2024	CINTAS CORP	317.03	Various Maintenance - FY24
1007933	3/6/2024	CLAREY'S SAFETY EQUIPMENT INC	107.63	Monitor Service/Calibration
1008027	3/13/2024	COMELEC INTERNET SERVICES	60.00	INTERNET FOR CAMPGROUNDS THRU JUNE 2024
1008027	3/13/2024	COMELEC INTERNET SERVICES	126.45	COMELEC INTERNET SERVICE
1007942	3/6/2024	COMMAND SECURITY SOLUTIONS	27.00	ALARM MONITORING
1007942	3/6/2024	COMMAND SECURITY SOLUTIONS	29.99	ALARM MONITORING
1007942	3/6/2024	COMMAND SECURITY SOLUTIONS	27.00	ALARM MONITORING
1008018	3/13/2024	COMMAND SECURITY SOLUTIONS	81.00	FY24:City Hall Alarm System for Basement/Water Lea
1008018	3/13/2024	COMMAND SECURITY SOLUTIONS	135.00	FY24: City Annex - Alarm Monitoring - Quarterly
1008018	3/13/2024	COMMAND SECURITY SOLUTIONS	920.00	Alarm Monitoring - Annual (Feb) 24/7 Subscription
1008018	3/13/2024	COMMAND SECURITY SOLUTIONS	78.00	Mar/Jun/Sep/Dec Billing Fire (Smoke, Heat Carbon)
1008018	3/13/2024	COMMAND SECURITY SOLUTIONS	326.97	24/7 Burglary Package Trailer, Scale House Shop
1008002	3/13/2024	Compology, Inc.	125.00	Base Software Module Subscription 12/01/23-12/31/2
512951	3/13/2024	CONNOLLY, MARVIN J	3.56	UB 10664 253 UNION
1007934	3/6/2024	CONTINENTAL RESEARCH CORP	356.12	Surge Lift Station Grease Treatment
1007934	3/6/2024	CONTINENTAL RESEARCH CORP	495.00	Lubricore Chain Lube
1008004	3/13/2024	ConvergeOne Inc	15,937.50	Server and Storage Replacement
1008011	3/13/2024	CRESCENT ELECTRIC	107.80	Parts for airfield signs
512926	3/13/2024	CURT'S SIGNATURE SIGN	525.00	Banners for AmeriCorps
1007970	3/13/2024	DAVID A NESS	73.75	Trvl Reimb - Fed Aid Overview Seminar
1007982	3/13/2024	DAVID M LOIS	122.80	Per Diem IPOA Conference
512952	3/13/2024	DAVIS, MARY D	15.94	UB 19895 4099 PENNSYLVANIA
1007972	3/13/2024	DEBRA A SEARLES	29.08	FEBRUARY 2024 MILEAGE FOR DEB SEARLES
512953	3/13/2024	DIETZ, DONALD J & SUSAN M	22.32	UB 15365 1088 UNIVERSITY
1007980	3/13/2024	DITTMER RECYCLING INC	211.91	REFUSE FOR FEB 2024
1007980	3/13/2024	DITTMER RECYCLING INC	340.14	Weekly refuse and recycling pickup
512933	3/13/2024	Drive Line & Company, Inc.	384.40	Clean & degrease stainless fuel tank Unit 2694
512898	3/13/2024	DUBUQUE COMMUNITY SCHOOL DIST	791.25	FY 2024 Franchise Fees
512898	3/13/2024	DUBUQUE COMMUNITY SCHOOL DIST	52.36	FY 2024 Franchise Fees
512898	3/13/2024	DUBUQUE COMMUNITY SCHOOL DIST	134.07	FY 2024 Franchise Fees
512898	3/13/2024	DUBUQUE COMMUNITY SCHOOL DIST	2,008.05	FY 2024 Franchise Fees
512898	3/13/2024	DUBUQUE COMMUNITY SCHOOL DIST	842.36	FY 2024 Franchise Fees
512898	3/13/2024	DUBUQUE COMMUNITY SCHOOL DIST	3,942.41	FY 2024 Franchise Fees
512898	3/13/2024	DUBUQUE COMMUNITY SCHOOL DIST	2,592.88	Waste Minimization Grant Request 1-12-2023
512899	3/13/2024	DUBUQUE COUNTY RECORDER	104.00	2023-01-17 DBQ Co Recorder Pre-Annex 13828 Old Hwy
1008012	3/13/2024	DUBUQUE FIRE EQUIPMENT INC	814.00	Service Fire Suppression System @ Landfill
1007935	3/6/2024	DUBUQUE GLASS COMPANY	186.53	Shelter Glass replacement - Comiskey
1007958	3/13/2024	DUBUQUE HOSE & HYDRAULICS	12.35	Bin fill 11/02/2023
1007958	3/13/2024	DUBUQUE HOSE & HYDRAULICS	105.02	H25078 Hose Fuel Line 5/16 Hose fuel 3/8
1007958	3/13/2024	DUBUQUE HOSE & HYDRAULICS	301.55	Bin fill 11/21/2023
1007958	3/13/2024	DUBUQUE HOSE & HYDRAULICS	100.35	Bin fill 11/16/2023
1007958	3/13/2024	DUBUQUE HOSE & HYDRAULICS	58.32	F2409 Brake Cleaner Non Chlorinated
1007958	3/13/2024	DUBUQUE HOSE & HYDRAULICS	8.00	Milwaukee Tool Repair - Shipping & Handling
1007958	3/13/2024	DUBUQUE HOSE & HYDRAULICS	43.40	Bin Fill Nipple Nylon Loom
1007958	3/13/2024	DUBUQUE HOSE & HYDRAULICS	115.81	Paul Landfill Bin Fill 3/4/2024
1007958	3/13/2024	DUBUQUE HOSE & HYDRAULICS	128.72	Shop Stock filled bins 3/4/2024
1007959	3/13/2024	DUBUQUE HUMANE SOCIETY	14,118.00	FY24 Monthly Contract Fees
1007985	3/13/2024	DUBUQUE SIGN COMPANY	210.33	Cover for fuel box at Port of Dubuque Marina
1008000	3/13/2024	DYNAMIC LIFECYCLE INNOVATIONS INC	7,784.33	Blanket PO for Electronics Scrap Management Servic
512954	3/13/2024	EGGERS, JANE E	37.11	UB 14745 2220 EVERGREEN
512955	3/13/2024	EHRICH, VINCENT	6.71	UB 05021 333 OLYMPIC
240900022	3/14/2024	ELAVON INC	190.31	BUNKER HILL CC FEES
512929	3/13/2024	EVORA ENERGY, LTD	6,693.50	Job#105269 UDC Entry Boot Replacement
1007984	3/13/2024	EXPRESS EMPLOYMENT PROFESSIONALS	946.08	Administrative Assistant Stark 24 HOURS 2/25/2024
1007988	3/13/2024	FEHR-GRAHAM & ASSOCIATES LLC	154.00	ENGINEERING SERVICES-FLORA PICKLEBALL
512956	3/13/2024	FELDOTT PROPERTIES	32.97	UB 15200 915 CENTER
512957	3/13/2024	FICKETT, WILLIAM A	122.40	UB 25543 11184 WOODVIEW
512900	3/13/2024	FINLEY HOSPITAL	3,818.20	Franchise Fees
512900	3/13/2024	FINLEY HOSPITAL	286.02	Franchise Fees
240900020	3/14/2024	FIRST DATA CORPORATION	87.90	First Data Mystique Charges
240900003	3/7/2024	FIRST DATA CORPORATION	87.90	First Data Mystique Charges
240900004	3/7/2024	FIRST DATA CORPORATION	64.90	First Data Mystique Charges
240900004	3/7/2024	FIRST DATA CORPORATION	64.90	First Data Mystique Charges
512958	3/13/2024	FITZGERALD, KYLE G	120.71	UB 15394 1240 UNIVERSITY
512959	3/13/2024	FITZGERALD, KYLE G	39.75	UB 22958 1240 UNIVERSITY
512960	3/13/2024	FLEEGE, JASON R	50.24	UB 02475 1307 RHOMBERG
512961	3/13/2024	GANSEN, COREY J	17.54	UB 18630 1710 ASBURY
512927	3/13/2024	GARY W FAGAN	80.00	Art @ library sales - Kissing Cardinals & Cardenal
1007991	3/13/2024	GARY W PAPE JR	105.52	Per Diem IPOA Conference
1007936	3/6/2024	GOVERNMENT FINANCE OFFICERS ASSOC	2,000.00	ERP Advisory Services
1007936	3/6/2024	GOVERNMENT FINANCE OFFICERS ASSOC	6,200.00	ERP Advisory Services
1007936	3/6/2024	GOVERNMENT FINANCE OFFICERS ASSOC	1,500.00	ERP Advisory Services
1007936	3/6/2024	GOVERNMENT FINANCE OFFICERS ASSOC	1,200.00	ERP Advisory Services
1007936	3/6/2024	GOVERNMENT FINANCE OFFICERS ASSOC	600.00	ERP Advisory Services
512901	3/13/2024	GREATER DUBUQUE DEVELOPMENT CORP	6,625.00	FY24 Contracted POS-GDDC/Econ Dev Svcs
512901	3/13/2024	GREATER DUBUQUE DEVELOPMENT CORP	28,625.00	FY24 Contracted POS-GDDC/Econ Dev Svcs
512915	3/13/2024	GRP & ASSOCIATES INC	133.00	SHARPS BOX DISPOSAL 2/12/2024
512962	3/13/2024	GUDENKAUF, MADONNA	17.99	UB 16362 2230 SOUTHWAY
512963	3/13/2024	GUERRERO, STEPHANIE G &	3.09	UB 11113 769 BERKLEY
512916	3/13/2024	GUTTENBERG PUBLISHING CO	48.00	Annual subscription to Guttenberg Press
512902	3/13/2024	HANLEY AUTO BODY INC	1,753.00	Unit 2691 Repair & Refinish right Side Paint & Labo

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
512964	3/13/2024	HANSON, LINDA J & GARY L	102.15	UB 17573 1310 FOREST
512965	3/13/2024	HARVEY, ALAN L	20.00	UB 04685 2457 JACKSON
1007962	3/13/2024	HDR ENGINEERING INC	34,435.11	CUSTOMER CONVENIENCE CENTER LANDFILL/HDR ENG
1008023	3/13/2024	HEIMAN INC	5,299.00	Thermal imaging camera
1008023	3/13/2024	HEIMAN INC	2,008.95	Jumbo Ball Intake Valve for new Engine 505
512966	3/13/2024	HENSON, DWIGHT	42.55	UB 04249 2904 BURDEN
512967	3/13/2024	HERBSTREITH, PHYLLIS L	2.27	UB 09984 2 JULIEN DUBUQUE
1007963	3/13/2024	HILLCREST FAMILY SERVICES INC	253.90	FY 2024 Franchise Fees
1007963	3/13/2024	HILLCREST FAMILY SERVICES INC	360.42	FY 2024 Franchise Fees
1007964	3/13/2024	HODGE COMPANY	550.00	Safety Training 2/21/2024 D. Homb & N. Beach
512930	3/13/2024	INFOSEND INC	15,089.93	February Charges
240900011	3/11/2024	INTEGRITY PAYMENT SYSTEMS	203.08	FY24 Monthly Library CC Fees
512936	3/13/2024	Jayme R Bahl	118.00	TRAVEL REIMBURSEMENTS
512968	3/13/2024	JDL REAL ESTATE LLC	26.67	UB 23324 705 TANZANITE
1007981	3/13/2024	JOHN A LIPHARDT	95.83	Mileage Reimb - Nov 16, 2023 to Feb 8, 2024
512937	3/13/2024	John Freitag	164.00	Art @ Library Sales - Dec 23/Jan 24
512931	3/13/2024	JOHN J PACE	112.00	Per Diem IPOA Conference
1007967	3/13/2024	JOSEPH A MESSERICH	112.00	Per Diem IPOA Conference
512928	3/13/2024	JUSTIN M HOGAN	17.35	Hogan Jan. 2024 Mileage
512928	3/13/2024	JUSTIN M HOGAN	47.91	Hogan Mileage Reimb - Feb 2024
1007995	3/13/2024	Kanopy Inc	689.00	Kanopy LLC streaming services for the collection
512969	3/13/2024	KENKEL, BRANDEN L	29.15	UB 24447 1628 RADFORD
1007948	3/6/2024	KIECKS CAREER APPAREL	63.95	Police Hats
1007948	3/6/2024	KIECKS CAREER APPAREL	63.95	Police Hats
1007948	3/6/2024	KIECKS CAREER APPAREL	114.95	Uniform Boots for new officers
1007948	3/6/2024	KIECKS CAREER APPAREL	119.95	Uniform Boots for new officers
1007994	3/13/2024	KILBURG EQUIPMENT LLC	427.04	PN100600 Switch Unit 3794
512970	3/13/2024	KIVLAHAN, DORIS E	50.61	UB 23861 3522 CHARLESTON
512903	3/13/2024	KLUESNER CONSTRUCTION INC	1,000.00	Landfill Wood Chips Nov2023-Feb2024
512971	3/13/2024	KOCH, DAVID A	44.15	UB 00360 258 15TH
1008013	3/13/2024	KONE INC	2,474.00	Ramps Elevator Maintenance FY24
1008013	3/13/2024	KONE INC	263.29	FY24:City Hall & Annex Monthly Elevator Maintenanc
1008013	3/13/2024	KONE INC	210.00	FY24: 1805 Central - Old Engine House Elevator
1008013	3/13/2024	KONE INC	2,034.00	FY24: Federal Building - Quarterly Elevator Maint.
512972	3/13/2024	KONRARDY PROPERTIES LLC	36.41	UB 25191 10876 AIRPORT
1007971	3/13/2024	KRAEMERS WATER STORE INC	24.85	Bottled water service for Landfill
512973	3/13/2024	KUHN, TIFFANY Z & JUSTIN V KLEIN	2.51	UB 14568 2613 GLENVIEW
1008007	3/13/2024	Lauren Culbertson	135.01	Lauren Culbertson- mileage reimbursement
512974	3/13/2024	LEE, BRUCE K	330.70	UB 23015 1835 LINKS GLEN
512904	3/13/2024	LIME ROCK SPRINGS CO	213.60	BEVERAGES THRU JUNE 2024
512904	3/13/2024	LIME ROCK SPRINGS CO	422.20	BEVERAGES THRU JUNE 2024
512905	3/13/2024	LORAS COLLEGE	236.74	FY 2024 Franchise Fees
512924	3/13/2024	LYNDAL C ANTHONY	80.00	Art @ library sale - Walnut Vase #466
1007966	3/13/2024	MANUFACTURERS' NEWS INC	156.00	Manufacturers Directories IA, IL and WI
1008014	3/13/2024	MAQUOKETA VALLEY ELECTRIC COOP	71.77	Energy Costs
1008014	3/13/2024	MAQUOKETA VALLEY ELECTRIC COOP	43.42	Energy Costs
1008014	3/13/2024	MAQUOKETA VALLEY ELECTRIC COOP	69.31	Energy Costs
1008014	3/13/2024	MAQUOKETA VALLEY ELECTRIC COOP	139.26	Energy Costs
1008014	3/13/2024	MAQUOKETA VALLEY ELECTRIC COOP	57.85	Energy Costs
1008014	3/13/2024	MAQUOKETA VALLEY ELECTRIC COOP	59.73	Energy Costs
1008014	3/13/2024	MAQUOKETA VALLEY ELECTRIC COOP	56.44	Energy Costs
1008014	3/13/2024	MAQUOKETA VALLEY ELECTRIC COOP	43.26	Energy Costs
1008014	3/13/2024	MAQUOKETA VALLEY ELECTRIC COOP	51.66	Energy Costs
1008014	3/13/2024	MAQUOKETA VALLEY ELECTRIC COOP	377.38	Energy Costs
1008014	3/13/2024	MAQUOKETA VALLEY ELECTRIC COOP	421.01	Energy Costs
1008014	3/13/2024	MAQUOKETA VALLEY ELECTRIC COOP	52.91	Energy Costs
1008014	3/13/2024	MAQUOKETA VALLEY ELECTRIC COOP	45.53	Energy Costs
1008014	3/13/2024	MAQUOKETA VALLEY ELECTRIC COOP	44.04	Energy Costs
1008014	3/13/2024	MAQUOKETA VALLEY ELECTRIC COOP	72.17	Energy Costs
1008014	3/13/2024	MAQUOKETA VALLEY ELECTRIC COOP	73.37	Energy Costs
1008014	3/13/2024	MAQUOKETA VALLEY ELECTRIC COOP	75.44	Energy Costs
512975	3/13/2024	MARTIN, JOHN M	779.36	UB 13532 2231 CHANEY
512976	3/13/2024	MCCALLA, EMILY J	25.11	UB 13215 1717 KANE
512906	3/13/2024	MCDONALD SUPPLY CO	58.84	Terminal toilet and urinal parts
512906	3/13/2024	MCDONALD SUPPLY CO	106.02	Terminal toilet and urinal parts
512977	3/13/2024	MCWALTER, WILLIAM J & DONNA M	2.02	UB 15078 910 UNIVERSITY
512907	3/13/2024	MEDIACOM	156.90	INTERNET FOR TREE CREW-WILBRECHT LANE
512907	3/13/2024	MEDIACOM	156.90	INTERNET FOR POD MARINA THRU JUNE 30, 2024
1007952	3/5/2024	MEDLINE INDUSTRIES INC	303.96	Ambulance Supplies
512939	3/13/2024	Merlan Marting	32.00	Art @ Library Sales - Dec 23/Jan 24 art sales
1007976	3/13/2024	MICHAEL C VAN MILLIGEN	4.50	2/28/24 Business mtg luncheon w/ Keith Rahe
1007976	3/13/2024	MICHAEL C VAN MILLIGEN	7.64	3/4/24 Business meeting luncheon w/ Danielle Jacob
1007983	3/13/2024	MIDWEST TAPE LLC	5,557.82	Hoopla Digital materials for collection
240900006	3/8/2024	MIDWESTONE BANK	573,466.00	March 2024 HAP
240900007	3/8/2024	MIDWESTONE BANK	915.36	March 2024 Admin Fee
512908	3/13/2024	MIRACLE CAR WASH CORP	19.63	CAR WASH FOR PARK PATROL TRUCK
1007968	3/13/2024	MORRISON BROTHERS CO	146.05	2 Pcs 1/4" x 4" Flat aluminum cut 8" Drill holes
1007968	3/13/2024	MORRISON BROTHERS CO	25.71	Saw cut customer parts as instructed
1008016	3/13/2024	MR ROOTER PLUMBING	1,332.50	Landfill General Plumbing (Pumping)
1008016	3/13/2024	MR ROOTER PLUMBING	798.49	Landfill General Plumbing (Bathroom)
512978	3/13/2024	MURPHY, ROBERT J	6.30	UB 26315 17122 DAISY

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1007938	3/6/2024	MUTUAL WHEEL COMPANY	28.98	BE13240 55PSI Switch
1007938	3/6/2024	MUTUAL WHEEL COMPANY	57.96	BE13240 55PSI Switch
1007938	3/6/2024	MUTUAL WHEEL COMPANY	233.50	M3203 uni mount nut IHC Marker
1007938	3/6/2024	MUTUAL WHEEL COMPANY	41.28	BE13255 55PSI Switch Unit 3409
1007969	3/13/2024	MYERS-COX CO	64.65	popcorn supplies for Adult Movie nights
512979	3/13/2024	NAKO CONSTRUCTION LLC	16.80	UB 30003 1699 KATHY
1007939	3/6/2024	NORTHEAST IOWA COMMUNITY COLLEGE	936.00	PALS Provider Recertification for several persone
1008015	3/13/2024	NORTHEAST IOWA COMMUNITY COLLEGE	7.00	Certification Fee
1008015	3/13/2024	NORTHEAST IOWA COMMUNITY COLLEGE	37.51	Franchise Fees
1008015	3/13/2024	NORTHEAST IOWA COMMUNITY COLLEGE	30.00	CPR Instructor Renewal
1008015	3/13/2024	NORTHEAST IOWA COMMUNITY COLLEGE	301.10	Franchise Fees
1007973	3/13/2024	O'CONNOR & ENGLISH INSURANCE AGENCY	16,146.25	Lead Abatement Policy
240900001	3/7/2024	OPENEDGE - GLOBAL PAYMENTS	807.76	Miller Riverview Park Monthly CC Fees
240900013	3/12/2024	OPENEDGE - GLOBAL PAYMENTS	205.00	Port of Dubuque Marina Monthly CC Fees
512909	3/13/2024	ORKIN LLC	80.40	Pest Control for the Landfill 02/15/24 (f
1007951	3/5/2024	OVERDRIVE INC	969.16	Downloadable audio and ebooks for adult collection
1008024	3/13/2024	OVERDRIVE INC	1,044.54	Downloadable audio and ebooks for adult collection
1007990	3/13/2024	PEGGY S ABIDI	85.75	MILEAGE REIMBURSEMENT-ABIDI
512980	3/13/2024	PERARDI, DONALD & RHONDA	47.84	UB 02172 1214 GARFIELD
1007997	3/13/2024	PHHELPS THE UNIFORM SPECIALISTS	45.43	Uniform cleaning for mechanic; shop towels cleanin
512911	3/13/2024	PITNEY BOWES GLOBAL FINANCIAL	254.43	Postage machine annual lease
512911	3/13/2024	PITNEY BOWES GLOBAL FINANCIAL	254.43	Postage machine annual lease
512910	3/13/2024	PITNEY BOWES INC	631.81	Double tape sheets and red ink ctg for postage mac
1007999	3/13/2024	PRECISE MRM LLC	860.00	Monthly Subscription Precise Fleet Management
1007999	3/13/2024	PRECISE MRM LLC	860.00	Monthly Subscription Precise Fleet Management
1007940	3/6/2024	PUBLIC SAFETY CENTER	149.98	Uniform Pants
1007941	3/6/2024	RAINBO OIL COMPANY	3,634.20	DEF, Oil and Hydraulic Oil in SRE Bld barrels
1007998	3/13/2024	RD Offutt Company	8,250.00	DMASWA GPS service/training
512894	3/11/2024	RDG PLANNING & DESIGN	63,790.78	Q Casino Amphitheater Planning
512894	3/11/2024	RDG PLANNING & DESIGN	51,857.31	Q Casino Amphitheater Planning
512894	3/11/2024	RDG PLANNING & DESIGN	76,579.50	Q Casino Amphitheater Planning
1007993	3/13/2024	ROBERT G WRIGHT JR	3,600.00	1775 Auburn LHH21 Construction
1008006	3/13/2024	Robert Wegmann	118.00	TRAVEL REIMBURSEMENTS
512981	3/13/2024	ROSE, MARCIA G	70.17	UB 07165 124 CHEROKEE
512923	3/13/2024	ROUSSELOT INC	4,256.58	FY2024 Franchise Fees
512923	3/13/2024	ROUSSELOT INC	574.07	FY2024 Franchise Fees
512982	3/13/2024	RUBY-01-ASBRY2 LLC	250.30	UB 18846 2595 NW ARTERIAL WATER ONLY
240900005	3/8/2024	RXBENEFITS INC	1,084.55	FY24 Prescription Admin & Claim12/9/23 to 1/5/24
240900008	3/11/2024	RXBENEFITS INC	56,873.50	FY24 Prescription Admin & Claims - 2/17 to 3/1/24
512912	3/13/2024	SADLER POWER TRAIN INC	82.90	8891040 Amber LED Mini Light bar REC unit 2702
512917	3/13/2024	SAFEGUARD BUSINESS SYSTEMS INC	387.13	Library Logo Window Self Sealing Envelopes
512917	3/13/2024	SAFEGUARD BUSINESS SYSTEMS INC	346.77	Art @ library postcards & direct mail
512983	3/13/2024	SAOUR, MARIAN L	47.84	UB 16319 3398 VENTURE
1008017	3/13/2024	SCOTT PRINTING	195.00	DRIVERS REPORTS FOR PARKS
512984	3/13/2024	SOMERVILLE, JAMES	5.27	UB 03155 935 LIBERTY
240800062	3/5/2024	STANDARD INSURANCE CO	6.02	FY24 Life Insurance Premium Add'tl Amt. - Feb 2024
512918	3/13/2024	STEVEN J SCHILLING	176.00	Steve Schilling travel reimbursement
1007987	3/13/2024	SUSAN M STOPPELMOOR	1,272.80	Susan Stoppelmoor, Winter/Spring 2024 classes
512940	3/13/2024	Swift Transportation Company	405.46	GB Customer ID 503072 Bill #4643
512943	3/13/2024	Tabatha L Shaffer	25,000.00	612 Lincoln Ave.-Tabatha Shaffer (FTHB) Vendor 517
1007943	3/6/2024	TELEGRAPH HERALD	132.19	TH NOTICES FOR 1266 JACKSON
512935	3/13/2024	Telos Corporation	186.00	Fingerprint checks for TSA security
1008019	3/13/2024	TERMINAL SUPPLY	616.90	Bin Fill 2/21/2024
512985	3/13/2024	TEUBERT, AMBER M	25.01	UB 25128 10315 TIMOTHY
1007965	3/13/2024	THE LOCKSMITH EXPRESS	12.50	Keys for Ops Bld
512986	3/13/2024	THE SALVATION ARMY	56.29	UB 23654 129 MAIN
1008005	3/13/2024	Thomas Kedzie	56.00	Art @ library sale Dec 23/Jan 24 - The Voices Tree
512921	3/13/2024	THOMPSON TIRE & RETREAD	901.84	20076506 Med Truck Dsmnt/Mnt Tires Unit 3404
512922	3/13/2024	THOMPSON TRUCK & TRAILER INC	19.06	MTE snow equipment parts
1007974	3/13/2024	THREE RIVERS FS INC	726.55	Hyd Oil MV 55 Gal Drum
512932	3/13/2024	TIMOTHY J LATTNER	118.00	TRAVEL REIMBURSEMENTS
512987	3/13/2024	TJ IV LLC	26.60	UB 24459 1222 LOCUST
240900018	3/12/2024	TRANSFIRST	1,927.31	Monthly CC Fees for Passport
240900017	3/12/2024	TRANSFIRST	389.94	Ramps CC Charges
240900016	3/12/2024	TRANSFIRST	21.27	UB/Parking Tickets CC Fees
240900015	3/12/2024	TRANSFIRST	330.07	Credit Card Fees
240900014	3/12/2024	TRANSFIRST	308.61	Intermodal Ramp CC Fees
240800064	3/4/2024	TREASURER STATE OF IOWA	80,080.25	FY24 UB Sales Tax
1008026	3/13/2024	TRI-STATE PORTA POTTY INC	1,585.00	PORT A POTTIES-FEB 2024
1007944	3/6/2024	TRUCK COUNTRY OF IOWA INC	5,575.54	101C/5579355 kit particulate filter Unit 2683
1007944	3/6/2024	TRUCK COUNTRY OF IOWA INC	1,285.44	101C/2880634 Module Outlet & Freight
1007944	3/6/2024	TRUCK COUNTRY OF IOWA INC	39.36	101C/2866636 Gasket AFM Device Unit2683
1007944	3/6/2024	TRUCK COUNTRY OF IOWA INC	59.18	101F/12-31614-000 Press Switch No 80 brk Drag
1008020	3/13/2024	TRUCK COUNTRY OF IOWA INC	90.51	101F/A22-77123-002 Receiver Drier-AC Unit 2703
1008020	3/13/2024	TRUCK COUNTRY OF IOWA INC	1,551.06	101C/5309553 Elbow Tube Connector unit3206
1008020	3/13/2024	TRUCK COUNTRY OF IOWA INC	43.77	101F/GRO 53702 3 Stud Stop Tail Lamp
1008020	3/13/2024	TRUCK COUNTRY OF IOWA INC	39.36	101C/2866636 Gasket AFM Device
1008020	3/13/2024	TRUCK COUNTRY OF IOWA INC	305.20	101F/TDA A1 3236Q2123 Dust shield Unit 4004
1008020	3/13/2024	TRUCK COUNTRY OF IOWA INC	91.72	101F/HDX S1373030050 Brake Chamber GS 3030L
1008020	3/13/2024	TRUCK COUNTRY OF IOWA INC	95.88	101F/MEK 564154330 Mirror Head & Reinforce Uni 341
1008020	3/13/2024	TRUCK COUNTRY OF IOWA INC	672.12	101F/CHR47691 Scotseal plus Brake Chamber UNIT 400

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1007975	3/13/2024	TURPIN DODGE OF DUBUQUE LLC	414.16	Invoices Due: Turpin Dodge
512913	3/13/2024	UNION HOERMANN PRESS	134.92	FY2024 Franchise Fees
512990	3/13/2024	UTHE, CHARLES	52.84	UB 11217 540 MAPLEWOOD
512919	3/13/2024	VAN-WALL EQUIPMENT CO	225.73	Parts for golf course maintenance
512919	3/13/2024	VAN-WALL EQUIPMENT CO	47.56	Parts for golf course maintenance
512919	3/13/2024	VAN-WALL EQUIPMENT CO	143.00	Parts for golf course maintenance
1008001	3/13/2024	VERMONT SYSTEMS, INC	875.00	ADDITIONAL TRAINING HOURS ON NEW VERMONT SYSTEMS
240900009	3/11/2024	VERMONT SYSTEMS, INC	264.27	FY24 Vermont CC Fees
240900010	3/11/2024	VERMONT SYSTEMS, INC	197.78	FY24 Vermont CC Fees
240900012	3/11/2024	VERMONT SYSTEMS, INC	82.65	FY24 Vermont CC Fees
1007950	3/5/2024	WENZEL TOWING SERVICE	618.75	Paver machine - tow 6th Street SW
1007950	3/5/2024	WENZEL TOWING SERVICE	225.00	unit 3245 Tow Truck Country
1007945	3/6/2024	WENZEL TOWING SERVICE	225.00	Unit3417 6800 S Boulder to Thompson Trlr tow
1008021	3/13/2024	WENZEL TOWING SERVICE	300.00	Unit 2604Towing 4889 Asbury Rd to Kerper
1008021	3/13/2024	WENZEL TOWING SERVICE	75.00	Unit1806 2401 Central To Racom
1008021	3/13/2024	WENZEL TOWING SERVICE	75.00	20th & Jackson to Toys Done Right City tow Police
1007977	3/13/2024	WHKS AND COMPANY	63,852.78	B2E2 RAISE Grant Assistance
1007947	3/6/2024	WOODMAN ELECTRICAL CONTRACTORS	1,293.00	Port Ramp Tech Support Program Billing
512991	3/13/2024	YANKEY, NETTIE	3.69	UB 12226 2140 CENTRAL
512938	3/13/2024	Zach Burhenn	4,968.50	FALL TREE ORDER
1008022	3/13/2024	ZOLL MEDICAL CORPORATION	784.74	Battery, Lithium Ion, Surepower II
			<u>\$</u>	<u>1,527,305.15</u>

City of Dubuque
City Council Meeting

Consent Items # 05.

ITEM TITLE: Civil Service Commission's Certified List - Police Officer
SUMMARY: Civil Service Commission submitting the certified list for the position of Police Officer.
SUGGESTED DISPOSITION: Suggested Disposition: Receive and File; Make Matter of Record

ATTACHMENTS:

Description	Type
Certified List - Police Officer	Supporting Documentation



City Clerk's Office
City Hall
50 W. 13th Street
Dubuque, IA 52001-4864
(563) 589-4120 office
(563) 589-0890 fax
cityclerk@cityofdubuque.org
www.cityofdubuque.org

March 7, 2024

Honorable Mayor and
Members of the City Council

In accordance with Chapter 400 of the Code of Iowa, an examination for the position of Police Officer was administered on February 24, 2024. We, The Civil Service Commission, hereby certify that the individuals listed in the attached spreadsheet have passed the written examination or are using a valid transfer score and any vacancies for the position of Police Officer should be filled from this list and that this list is good through March 12, 2025.

Police Officer

1. Daniel Brimmer – Transfer Score
2. David DeMarais
3. Joseph Kimball
4. Camerin McClain
5. John Michel – Transfer Score
6. Melissa Seaman – Transfer Score
7. Jaycob Thompson – Transfer Score

Respectfully Submitted,


Civil Service Commissioner

City of Dubuque
City Council Meeting

Consent Items # 06.

ITEM TITLE: Letters of Support for HOME ARP Funds

SUMMARY: City Manager recommending approval to provide a letter of support to developers of projects at 1301 Central Avenue and 1739-1763 Central Avenue for submission with their application for HOME ARP funds. These letters also will strengthen the City’s application for the RAISE Implementation Grant related to the 14th Street Overpass.

SUGGESTED DISPOSITION: Suggested Disposition: Receive and File; Approve

ATTACHMENTS:

Description	Type
MVM Memo	City Manager Memo
Staff Memo	Staff Memo
Letter of Support 1301 Central	Supporting Documentation
Letter of Support 1739-1763 Central	Supporting Documentation



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Letters of Support for HOME ARP Funds

DATE: March 13, 2024

Economic Development Director Jill Connors is recommending City Council approval to provide a letter of support to developers of projects at 1301 Central Avenue and 1739-1763 Central Avenue for submission with their application for HOME ARP funds. These letters also will strengthen the City's application for the RAISE Implementation Grant related to the 14th Street Overpass.

In addition, the Housing and Community Development Department has provided a letter of intent to provide Project Based Vouchers to the 1739-1763 Central Avenue 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
Jill Connors, Economic Development Director
Alexis Steger, Housing & Community 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: Letters of Support for HOME ARP Funds

DATE: February 29, 2024

The purpose of this memorandum is to recommend City Council approval of two letters of support for projects at 1301 Central Avenue and 1739-1763 Central Avenue for submission with their application for HOME ARP funds. Because of the timeline to submit the HOME ARP applications, these letters have previously been provided to the project developers. These letters also will strengthen the City's application for the RAISE Implementation Grant related to the 14th Street Overpass.

In addition, the Housing and Community Development Department has provided a letter of intent to provide Project Based Vouchers to the 1739-1763 Central Avenue project.

CC: Alexis Steger, Housing and Community Development Director



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

February 29, 2024

Jason Hall, HOME ARP Program Manager
Iowa Finance Authority
1963 Bell Avenue, Suite 200
Des Moines, Iowa 50315

RE: Support Letter for JB Lofts – 1301 Central Avenue, Dubuque, IA

Dear Mr. Hall,

The City of Dubuque continues to face increased challenges in the need for quality, affordable housing. Increasing safe and affordable housing opportunities is a primary focus of the City's FY 2021-2025 Consolidated Plan, and we are pleased to support the 30-unit affordable housing community proposed by Horizon Development Group, Inc. to be located at 1301 Central Avenue.

Advancing this project would mean additional quality housing options for qualifying households at or below 60% of area median income, including (3) permanent supportive housing units that will assist the most vulnerable populations in our community. Additionally, we understand the project is applying for HOME program assistance. The project not only aims to repurpose an iconic, vacant building in the City's downtown but simultaneously addresses the community-wide need for affordable housing. The City of Dubuque has worked with Horizon Development Group, Inc. on past affordable housing projects and strongly supports the effort to move the project forward.

If I can provide any other information or perspective, please feel free to contact me.

Respectfully,

Jill M. Connors
Economic Development Director
City of Dubuque
(563) 589-4213



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

February 26, 2024

IFA HOME-ARP Program Application Evaluators
1963 Bell Avenue, Suite 200.
Des Moines, IA 50315

Dear HOME-ARP Committee,

On behalf of the City of Dubuque, I would like to offer my full support of the 1700 Central/Dubuque Initiatives application for HOME-ARP low-income housing program funding for these important downtown Dubuque historic structures. We value a project that provides more housing options for our disadvantaged citizens, especially in this low-income census tract.

The proposed upper-story apartments in these buildings will further the revitalization of the Central Avenue Corridor – A Dubuque City Council high priority policy agenda item. We believe these units will be a replicable example for other downtown property owners in every size city of Eastern Iowa.

Low-income housing projects like these rarely take on the challenging and costly process of rehabilitating older downtown structures. However, this area is exactly where we need housing assistance and quality reuse of our building stock.

The revitalization of the Central Avenue Corridor is of the utmost importance to the social and economic wellbeing of our downtown residents. At the direction of the Mayor and City Council, City staff are developing a revitalization plan for the area in addition to the implementation of public improvements throughout the Corridor. For these reasons, we encourage you to support this application and assist the Dubuque Initiatives/1700 Central LLC in continuing to address the critical low-income housing shortage across the state. Thank you for your consideration.

The potential for new housing options, resulting in new investments for the state of Iowa is significant. We believe this is a worthwhile project and hope you look favorably on it in your review process.

Respectfully,

A handwritten signature in blue ink, appearing to read "Jill M. Connors", followed by a period. The signature is stylized with a large initial "J" and a long, sweeping underline.

Jill M. Connors
Economic Development Director

City of Dubuque
City Council Meeting

Consent Items # 07.

ITEM TITLE:	2024 – Q1 Update on Childcare Challenges and Collaborations		
SUMMARY:	City Manager is providing a quarterly update on the status of collaboration efforts among partners in Dubuque to address a need for sufficient quality, affordable childcare options in the community.		
SUGGESTED DISPOSITION:	Suggested Disposition: Receive and File		
<u>ATTACHMENTS:</u>			
Description			Type
MVM Memo			City Manager Memo
Staff Memo			Staff Memo



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: 2024 – Q1 Update on Childcare Challenges and Collaborations

DATE: March 12, 2024

Economic Development Director Jill Connors is providing a quarterly update on the status of collaboration efforts among partners in Dubuque to address a need for sufficient quality, affordable childcare options in the community.


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: 2024 – Q1 Update on Childcare Challenges and Collaborations

DATE: March 5, 2024

INTRODUCTION

This memorandum provides a quarterly update on the status of collaboration efforts among partners in Dubuque to address a need for sufficient quality, affordable childcare options in the community.

BACKGROUND

Through the work of multiple partners over several years, the lack of access to quality, affordable childcare has been identified as a barrier to employment and economic prosperity in Dubuque.

In FY2019 the City Council committed \$80,000 to Greater Dubuque Development to support a pilot program developed to provide free childcare to Opportunity Dubuque students and graduates at Northeast Iowa Community College. Then in FY2020 a small group including City staff, as well as staff from Greater Dubuque Development, Northeast Iowa Community College, and the Community Foundation of Greater Dubuque, participated in a National League of Cities program (Cities of Opportunity), using that opportunity to discuss our local childcare challenges. The program is designed to provide a framework for how to address community-wide issues in order to achieve desired outcomes.

During its annual goal setting, the Dubuque City Council identified “Childcare Initiative” as a 2021-2023 High Priority. And its 2022-2024 priorities include implementation of the Poverty Prevention and Reduction Plan, which calls for an Early Learning & Childcare task force to address childcare deserts and the childcare worker shortage.

DISCUSSION

Stemming from and in tandem with the work with the National League of Cities, the small group began to have a larger conversation with additional organizations suited to address childcare issues. This local coalition is collaborating to address current challenges and to identify next steps in this work for a community-wide approach to providing sufficient affordable, quality childcare in Dubuque to support families, employers, workforce, and childcare providers.

Our local coalition is comprised of the following partners:

- City of Dubuque
- Childcare Resource & Referral
- Community Foundation of Greater Dubuque
- Dubuque Area Chamber of Commerce
- Dubuque Community School District
- Dubuque County Early Childhood
- Dubuque Initiatives
- Greater Dubuque Development Corporation
- Northeast Iowa Community College
- Visiting Nurses Association

RECENT WORK

Wage Enhancement Program

Several of the partners, in particular Dubuque Initiatives and the Greater Dubuque Development Corporation, have secured one-time Department of Health and Human Services funding for childcare worker wage enhancement. The grant-funded program provides wage increases for childcare providers during the timeframe of the grant.

For this program, getting a qualifying application submitted and accepted was challenging due to the tight timeline for application and the need for a local match from employers. To that end, in order to show the local employer match in time, Greater Dubuque Development committed \$280,000 which has leveraged \$560,000 of the state funds.

Greater Dubuque Development has been approaching local employers who have already contributed \$180,000 to support the program. Employers are also considering a longer-term commitment to sustain the program after the grant period ends (October 2024).

Dubuque Initiatives (DI) and Childcare Resource & Referral (CCRR) are partnering on the implementation of the program. DI convened a meeting to provide information to local childcare providers about the program. CCRR is administering the program. In order to be eligible for the program, childcare providers must be licensed and accept state

Childcare Assistance funds as well as be able to show the program will be sustainable once the grant funds are no longer available. Those funds can be used to increase wages, provide annual training bonuses, and enhance recruitment efforts by offering a \$1,000 bonus/stipend to new childcare workers to expand capacity.

Although this is one-time money, it is a viable short-term option while continuing to search for longer term solutions.

Bright Minds Campus

Dubuque Initiatives has spearheaded the creation of a new childcare facility by purchasing and funding the buildout of 7900 Chavenelle Road. The Dubuque Community School District, Dubuque Community Y, Dubuque County, and the City of Dubuque have all committed to become tenants of portions of the building. The facility in its entirety is named the Bright Minds Campus. The Dubuque Community Y opened its doors for childcare on January 8, 2024.

Continued Learning

The local coalition invited Laurie Nash (Johnson County Social Services) to its January 23, 2024 meeting to learn more about their wage enhancement program. The program in Johnson County has similar eligibility requirements as Dubuque, with the addition of requiring recipients to be IQ4K certified (Iowa Quality for Kids is Iowa's new quality rating and improvement system for childcare providers). Dubuque is considering this requirement (or preference) for future rounds of funding.

Legislative Outlook

- Iowa's state legislature has taken up the discussion of possible changes to the AEA programs across the state. Discussion in our recent meeting brought to light that any AEA changes will affect childcare centers and homes.
- The increase in minimum wages for K-12 teachers will likely affect the ability to retain childcare workers.
- Currently full-time (32 hours/week) childcare workers are eligible for state childcare assistance for their own children who are enrolled in a state licensed childcare center/home. This pilot program is expected to be evaluated this year.

BENEFITS OF OUR COLLABORATION

We have found our monthly meetings helpful for hearing from our partners in the field about new developments, and for having a forum for elevating new challenges and opportunities that we identify during the course of our work.

RECOMMENDATION/ ACTION STEP

This memo is for informational purposes, and I respectfully request the City Council continues to recognize and prioritize childcare as a community need in the coming years.

City of Dubuque
City Council Meeting

Consent Items # 08.

ITEM TITLE: Brewing and Malting Project Update - 3000 Jackson Dubuque
SUMMARY: Housing & Community Development Director Alexis Steger is submitting a status update on the Dubuque Brewing and Malting project at 3000 Jackson Street.
SUGGESTED DISPOSITION: Suggested Disposition: Receive and File

ATTACHMENTS:

Description	Type
MVM Memo	City Manager Memo
Staff Memo	Staff Memo



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: 3000 Jackson Dubuque Brewing and Malting Project Update

DATE: March 14, 2024

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 Building Update

DATE: March 13, 2024

INTRODUCTION

This memorandum provides a status update on the Dubuque Brewing and Malting project at 3000 Jackson Street.

BACKGROUND

February 27, 2024 staff presented a memo to update the City Council providing the following information:

Zinser, the construction company hired by the owner, has submitted the following timeline:

- Mobilize and setup equipment March 11 – March 15
- Demolition of building – March 18 – April 5th
- Cleanup of site April 8 – April 12

Most of the asbestos removal work has been completed and the chute constructed to aid in the removal has been removed. There is some asbestos that is not safe to remove from the inside. The removal of this remaining asbestos will be completed by Zinser, with the proper lift equipment, prior to the demolition starting.

The sewer was scoped Tuesday February 20, 2024. The Alliant service change application with a plan for a new disconnect was submitted to Alliant Monday February 26, 2024, after a plan for service line changes to continue service to Prairie Farms was completed by the owner.

Wednesday February 28th, the Fire Department will complete a site visit for their sign off on the demolition permit application.

The owner is also exploring recycling options for the building materials and has asked a local contractor to evaluate and provide a proposal for the salvage of those materials.

DISCUSSION

Today, the electrical contractor completed relocation of internal electric service that enters the 3000 Jackson building that is scheduled for demolition but serves a portion of the building used by Prairie Farms. Alliant energy could not schedule removal of existing overhead powerlines until that internal work was completed. Now that it is complete, Alliant is scheduling the removal of existing power lines during the week of March 25, 2024.

A plumbing contractor has scheduled water and sewer disconnects for Monday March 18th.

A large excavator has been brought on site, however the crane will not be delivered until after Alliant has removed the overhead powerlines.

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

Consent Items # 09.

ITEM TITLE: Water & Resource Recovery Center Odor Abatement Efforts Update
SUMMARY: Water & Resource Recovery Center Director Deron Muehring is providing an update on odor abatement efforts at the Water & Resource Recovery Center.
SUGGESTED DISPOSITION: Suggested Disposition: Receive and File

ATTACHMENTS:

Description	Type
MVM Memo	City Manager Memo
Staff memo, Water & Resource Recovery Center Odor Abatement Efforts Update	Staff Memo



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Water & Resource Recovery Center Odor Abatement Efforts Update

DATE: March 14, 2024

Water & Resource Recovery Center Director Deron Muehring is providing an update on odor abatement efforts at the Water & Resource Recovery Center.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Deron Muehring, Water & Resource Recovery Center Director
William O'Brien, Water & Resource Recovery Center Manager



TO: Michael C. Van Milligen, City Manager

FROM: Deron Muehring, Water & Resource Recovery Center Director

SUBJECT: Water & Resource Recovery Center Odor Abatement Efforts Update

DATE: March 13, 2024

INTRODUCTION

The purpose of this memo is to provide an update on odor abatement efforts at the Water & Resource Recovery Center.

BACKGROUND

The Water & Resource Recovery Center (WRRRC) uses physical, biological, and chemical processes to remove up to 98% of incoming organic pollutants. This process does result in the creation of gases and compounds that can create unpleasant odors. The nature of the odors is a function of the chemical characteristics of the influent wastewater received at the WRRRC. The wastewater generated in Dubuque has higher concentrations of pollutants than typical domestic waste. Therefore, it has a higher propensity to produce odors.

As wastewater with high organic content undergoes decomposition, it releases gases such as hydrogen sulfide (H₂S) and mercaptans. H₂S is also called “sewer” gas known for its pungent “rotten egg” odor even at low concentrations. Mercaptans are known for their pungent “smelly sock” odor. These gases can be produced and released at multiple locations within the treatment system. In fact, these gases can be present to some degree in the wastewater when it first reaches the WRRRC.

The most likely sources for the odors at the WRRRC, listed from highest contributor to lowest, are the primary clarification process, raw influent from forcemain/pressurized sewers, blended sludge storage, waste activated sludge storage, and anaerobic digestion. Even though odor producing compounds will always be present at the WRRRC, there are steps that can be taken to minimize the release of the gases and odors into the atmosphere.

In June of 2023, the City hired US Peroxide, LLC (USP) to assist WRRRC staff with performing an odor control evaluation at the WRRRC. USP is a leading provider of peroxygen-based technologies and full-service chemical treatment programs for municipal and industrial water and wastewater treatment applications. They have extensive experience in liquid phase treatment for odor control. USP provides temporary chemical feeds equipment to dose the system and monitoring equipment to measure the effectiveness of the chemical dosing. The odor control evaluation began with discussing treatment objectives, suspected locations of odor release, treatment facility design and wastewater characteristics. The initial consultation was followed by bench testing of

wastewater from several process locations to determine the extent of possible sulfide removal at varying reaction times and dose rates. Bench testing was conducted, with multiple chemicals, to identify which chemicals would likely provide the most efficient and cost-effective odor reduction. In August of 2023, the WRRRC began dosing hydrogen peroxide between where the wastewater reaches the WRRRC (the headworks) and the primary clarifiers where the highest levels of hydrogen sulfide (H₂S) can be expected.

USP determined that a 50% reduction in H₂S (most prominent odor producing compound) can be achieved by adding between 50 and 60 gallons of peroxide per day into the waste stream between the headworks and the primary clarifiers. That would cost between \$130,000 and \$150,000 per year based on current chemical pricing. Based on these results, an improvement package will be included as part of the Fiscal Year 2025 budget to increase the WRRRC operating budget to fund this odor reduction effort.

An error committed by a private company hired to assist with a required equipment inspection resulted in equipment failure necessitated temporary operational changes – changes necessary to continue to receive and treat the city's wastewater in accordance with the federal Clean Water Act. As the manufacturer of the equipment, the company was hired because they should possess unparalleled insight into the intricacies of the equipment. Utilizing the manufacturer for servicing minimizes the learning curve often associated with third-party service providers. Their familiarity with the WRRRC system should translate to streamlined processes and quicker responses when issues arise. By choosing them, the City was entrusting the equipment to a contractor with years of experience in designing, manufacturing, and servicing similar equipment. Their expertise should have ensured that the WRRRC equipment would be kept in peak operational condition. Unfortunately, that was not the reality.

Inspection of the equipment required the contractor to remove the electrical service and controls to allow access to the interior of the equipment. Following inspection, the contractor re-wired the unit to put it back into service. After WRRRC personnel finished up additional, unrelated maintenance of the unit, the unit was restarted by the contractor who then left the premises. Approximately five (5) hours later, a power interruption caused the unit to shutdown and WRRRC personnel were unable to restart the unit. The contractor returned later in the week to try and get the equipment to operate but left after several hours without any success. Believing that it wasn't related to the equipment but had something to do with the WRRRC computer system that controls the equipment, WRRRC staff and a second contractor, a computer program logic controller (PLC) contractor, were left to try and troubleshoot the issue. They systematically worked through the process of ruling out potential causes of the failure. Finally, a week later the WRRRC team, along with the PLC contractor discovered that the service contractor had re-wired the equipment incorrectly. Once corrected, the unit started up.

The WRRRC employs an anaerobic digester system to break down organic material in system solids. This process involves microorganisms that thrive in anaerobic (oxygen-free) conditions. The breakdown of volatile organic material in an anaerobic digester occurs through a series of microbial activities, primarily carried out by bacteria and other microorganisms. The equipment that was inoperable for two weeks helps to maintain the delicate balance and relative population of the microorganisms in the anaerobic digesters. As a result of the inoperable equipment, two of the four digester units became dormant and could no longer accept and treat the waste stream. The other two remained active. To try

and remain compliant with permit discharge limitations, WRRC staff had to limit the waste stream sent to the two functional digesters. To accommodate this, waste has been temporarily stored in tanks where they normally are not. As a result, the odor producing gases can readily escape into the atmosphere. And this has resulted in what might be unprecedented odors coming from the WRRC.

DISCUSSION

The Water & Resource Recovery Center (WRRC) has been working to address both a temporary, short term odor issue and more typical, long-term odors at the wastewater treatment facility.

Short-term Odor Abatement

The short-term odor issue is related to a wiring error by a private contractor during a routine inspection that resulted in inoperable equipment for an extended period. Without the use of the equipment, two of the four anaerobic digesters at the Water & Resource Recovery Center (WRRC) became dormant and could no longer accept and treat waste in a normal fashion. To adhere to permit limitations, waste was diverted into uncovered excess flow tanks that allow odor-producing gases to readily escape into the atmosphere. It is the odor from these tanks that has resulted in unprecedented odors coming from the WRRC starting late in 2023.

The first step to address the short term, unprecedented odor issue, is to bring the anaerobic digesters back within normal operational parameters. Despite best efforts, building back the health of the digesters has taken longer than expected. To grow the methane forming bacteria as required for adequate wastewater treatment, WRRC operators have been carefully feeding the waste to the digesters while monitoring volatile acid production and alkalinity. That has proven to be two steps forward, one step back process. Efforts have included hauling in “healthy” bacteria from Iowa City and feeding the system with medicine in the form of caustic soda. By avoiding significant setbacks, three of the four digesters are now fully functional with characteristics (e.g., acid levels, alkalinity, pH, methane gas production) at normal operational values. While the fourth digester continues to improve, it has not fully recovered.

To fully eliminate the short-term odor issue, the waste temporarily stored in the excess flow tanks must be handled. The north tank has been emptied. The waste in the south tank is now slowly draining back into the WRRC wastewater treatment system. Because the stored waste is no longer being disturbed by the addition of new waste, the surface has solidified resulting in a barrier that has reduced the free release of odorous gaseous discharge from the waste. While the waste in the tank continues to emit odors, it may be less now than when waste was initially redirected into the tanks back in November of 2023.

WRRC staff continue efforts to identify disposal alternatives. It was reported with the January update that steps were being taken to have a private contractor collect and haul the waste from the WRRC and dispose of it in accordance with environmental regulations. To that end, WRRC staff have been collecting and having samples tested and analyzed to characterize the waste in accordance with state regulations. The final testing results are expected by the end of the month which will enable identification of all viable options to dispose of the waste in accordance with state environmental regulations. Based on the results, the WRRC will take steps to remove the waste from the storage tank as soon as possible.

Recognizing the contractor's failure to securely reattach wiring removed as part of their services, they have been notified that as a result of the negligence of their employees, the City has sustained significant costs and that the City is in the process of gathering information about those costs.

Long-term Odor Abatement

The investigation into reducing long-term odor emissions at the WRRRC continues. The City's consultant (USP) hired to assist WRRRC staff with performing the odor control evaluation has been onsite to complete the installation of the temporary storage tank and system to dose the waste stream between the digesters and the centrifuge with ferric chloride. Dosing with ferric chloride can both reduce hydrogen sulfide and the formation of struvite.

When struvite producing substances (i.e., magnesium, ammonium, and phosphate) come together in the right concentrations and conditions, they can precipitate out of solution and form struvite, a mineral deposit that clogs pipes and equipment. Struvite formation in the anaerobic digesters results in the release of more hydrogen sulfide, results in more odors. Therefore, dosing with ferric chloride is planned at another location upstream of the anaerobic digesters. To determine the best location, USP is onsite performing an analysis to determine the levels of the struvite producing substances throughout the treatment process.

Based on the study findings to date, an improvement package request has been prepared for City Council consideration as part of the Fiscal Year 2025 budget approval process which would provide for \$462,000 to purchase chemicals to be used to reduce odor emissions. This will provide for dosing the waste stream with hydrogen peroxide just before the primary clarifiers which was shown to provide a 50% reduction in hydrogen sulfide (H₂S), the most prevalent odor-causing compound in wastewater. It will also provide for dosing the waste stream with ferric chloride at two locations such as between the digesters and the centrifuge discussed previously and a second location such as between the aerobic biological treatment and anaerobic digesters.

In addition, a second improvement package request has been prepared for City Council consideration as part of the Fiscal Year 2025 budget that would help address odors at the WRRRC. It would provide \$75,000 per year to clean one of the four digesters each year. Cleaning the digesters will prevent the buildup of inert materials such as grit, sand, and non-biodegradable solids that can hinder the digestion process, reduce the effective volume of the digester, and lead to operational issues. Regular cleaning will reduce undesirable side effects such as odors.

Periodic updates on the progress towards addressing both the short-term odor issue and the comprehensive odor reduction evaluation are being posted on the City of Dubuque website at www.cityofdubuque.org/odorcontrol.

ACTION REQUIRED

This memorandum is intended for informational purposes.

Cc: Crenna Brumwell, City Attorney
William O'Brien, W&RRC Plant Manager

City of Dubuque
City Council Meeting

Consent Items # 010.

ITEM TITLE: First Amendment to Development Agreement by and between the City of Dubuque, Iowa, and Farley & Loetscher, LLC

SUMMARY: City Manager recommending adoption of the attached resolution approving the First Amendment to Development Agreement by and between the City of Dubuque, Iowa, and Farley & Loetscher, LLC.

RESOLUTION Approving a First Amendment to Development Agreement by and Between the City of Dubuque, Iowa, and Farley & Loetscher, LLC

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

ATTACHMENTS:

Description	Type
MVM Memo	City Manager Memo
Staff Memo	Staff Memo
Resolution of Approval	Resolutions
1st Amendment	Supporting Documentation



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: First Amendment to Development Agreement by and between the City of Dubuque, Iowa, and Farley & Loetscher, LLC

DATE: March 12, 2024

Economic Development Director Jill Connors is recommending City Council adopt the attached resolution approving the First Amendment to Development Agreement by and between the City of Dubuque, Iowa, and Farley & Loetscher, LLC.

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: **First Amendment to Development Agreement by and between the City of Dubuque, Iowa, and Farley & Loetscher, LLC**

DATE: February 15, 2024

INTRODUCTION

This memorandum presents for City Council consideration and action the attached resolution approving a First Amendment to Development Agreement by and between the City of Dubuque, Iowa, and Farley & Loetscher, LLC for the redevelopment of property at 801 Jackson Street.

BACKGROUND

In 2010, the City of Dubuque began to construct public improvements that were in the best interest of the City and the Historic Millwork District in order to support and encourage private development in the District. In order to accomplish these improvements, the City negotiated voluntary assessment agreements with several District property owners, including the property owner for 801 Jackson Street, Wilmac Property Company.

The assessment was to be forgiven when the property owner constructed certain minimum improvements on the property. Those minimum improvements at 801 Jackson Street were not completed and in February 2013, the City Council adopted the final assessment schedule authorizing the county treasurer to begin collecting the annual required payments of the assessment. The property at 801 Jackson Street was assessed \$34,121.50.

DISCUSSION

On September 5, 2023 the City Council executed a development agreement with Farley & Loetscher, LLC for the redevelopment of 801 Jackson Street. The developer will make

interior and exterior improvements of approximately \$25 million for the creation of 126 residential units. The developer is now requesting the forgiveness of the balance of the special assessment. The current principal balance is \$9,099.08.

As precedent, in 2019 the City agreed to forgive the balance of the special assessment when Dupaco redeveloped the Voices Building in an amount of \$101,691.67.

RECOMMENDATION

I recommend the City Council adopt the attached resolution approving the First Amendment to Development Agreement by and between the City of Dubuque, Iowa, and Farley & Loetscher, LLC.

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

RESOLUTION NO. ____-24

**APPROVING A FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF DUBUQUE, IOWA, AND FARLEY &
LOETSCHER, LLC**

Whereas, the City of Dubuque, Iowa (City) and Farley & Loetscher, LLC (Developer) entered into a Development Agreement dated for reference purposes September 5, 2023, for the redevelopment of 801 Jackson Street in the City of Dubuque, Iowa (the Property); and

Whereas, City and Developer desire to amend the Development Agreement as set forth in the attached First Amendment to Development Agreement; and

Whereas, it is the determination of the City Council that approval of the First Amendment to Development Agreement is in the public interest of the City of Dubuque.

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

Section 1. That the First Amendment to Development Agreement by and between the City of Dubuque, Iowa, and Farley & Loetscher, LLC is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute the First Amendment to Development Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the First Amendment to Development Agreement as herein approved.

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

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**FIRST AMENDMENT
TO
DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA,
AND
FARLEY & LOETSCHER, LLC**

This First Amendment to Development Agreement (Agreement) dated for reference purposes the 29th day of February, 2024, is made and entered into by and between the City of Dubuque, Iowa (City) and Farley & Loetscher, LLC (Developer).

WHEREAS, City and Developer entered into a Development Agreement dated for reference purposes September 5, 2023; and

WHEREAS City and Developer desire to amend the Development Agreement as set forth herein.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN CITY AND DEVELOPER AS FOLLOWS:

1. Section 2 is amended by adding the following Section 2.6:

2.6 Special Assessment. A Special Assessment of \$34,121.55 was assigned in 2013 to Wilmac Property Company, a previous owner of the Property, related to pavement improvements adjacent to the Property.

The remaining balance of the special assessment will be forgiven upon receipt by the City of the financial commitment letter (Section 1.4(4)), certificate of insurance (Section 4.6), and approved plans (Section 2.3).

2. Section 4.6 is amended to read as follows:

4.6 Insurance Requirements.

(1) Developer shall provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements and at its sole cost and expense builder's risk insurance, written on a Completed Value Form in an amount equal to one hundred percent (100%) of the building (including Minimum Improvements) replacement value when construction is completed, naming City as lender loss payable. Coverage shall include the "special perils" form and developer shall furnish City with proof of insurance in the form of a certificate of insurance.

(2) Upon completion of construction of the Minimum Improvements and up to the Termination Date, Developer shall maintain, or cause to be maintained, at its cost and expense property insurance against loss and/or damage to the building (including the Minimum Improvements) under an insurance policy written with the "special perils" form and in an amount not less than the full insurable replacement value of the building (including the Minimum Improvements), naming City as lender loss payable. Developer shall furnish to City proof of insurance in the form of a certificate of insurance.

3. All other terms of the Development Agreement shall remain in full force and effect.


CITY OF DUBUQUE, IOWA

By _____
Brad M. Cavanagh, Mayor

Attest

Adrienne N. Breitfelder, City Clerk

FARLEY & LOETSCHER, LLC

By  _____
Matt Mulligan, Member

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this _____ day of _____ 20__, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Joe Hearn, to me personally known, who, being by me duly sworn, did say that he is the President & CEO of Dupaco Community Credit Union, the Iowa organization executing the instrument to which this is attached and that as said President & CEO of Dupaco Community Credit Union acknowledges the execution of said instrument to be the voluntary act and deed of said company, by it and by him, an individual, voluntarily executed.

Notary Public

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this 29th day of February _____ 2024, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Matthew Mulligan, to me personally known, who, being by me duly sworn, did say that he is a Member of Farley & Loetscher, LLC, the Iowa organization executing the instrument to which this is attached and that as Member of Farley & Loetscher, LLC said acknowledges the execution of said instrument to be the voluntary act and deed of said company, by it and by him, an individual, voluntarily executed.

Michele Marie Steffen
Notary Public



City of Dubuque
City Council Meeting

Consent Items # 011.

ITEM TITLE:	Right of Way Platting – Merge (The Stacks) Project in the Port of Dubuque		
SUMMARY:	City Manager recommending approval of the Acquisition Plat of Lot 1A of Adams Company’s 5th Addition, in the City of Dubuque, Iowa which dedicates the roadway area between the Port of Dubuque Parking Ramp and Ice Harbor Drive as public street right of way by the adoption of the attached resolution.		
	RESOLUTION Approving the Acquisition Plat of Lot 1A of Adams company’s 5th Addition, in the City of Dubuque, Iowa		
SUGGESTED DISPOSITION:	Suggested Disposition: Receive and File; Adopt Resolution(s)		
<u>ATTACHMENTS:</u>			
Description			Type
MVM Memo			City Manager Memo
Staff Memo			Staff Memo
Resolution			Resolutions
Plat			Supporting Documentation
Area Map			Supporting Documentation



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Right of Way Platting – Merge (The Stacks) Project in the Port of Dubuque

DATE: March 13, 2024

City Engineer Gus Psihoyos is recommending City Council approve the Acquisition Plat of Lot 1A of Adams Company's 5th Addition, in the City of Dubuque, Iowa which dedicates the roadway area between the Port of Dubuque Parking Ramp and Ice Harbor Drive as public street right of way by the adoption of the attached resolution.

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, PLS
Bob Schiesl, Assistant City Engineer
Arielle Swift, Public Works Director



TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Right of Way Platting – Merge (The Stacks) Project in the Port of Dubuque

DATE: March 11, 2024

INTRODUCTION

This memo provides information regarding the platting of right of way in the area between the Port of Dubuque Parking Ramp at 351 Bell Street and Ice Harbor Rd. as part of the Merge (The Stacks) Project.

BACKGROUND

Per Resolution 356-23, which approved the Sixth Amendment to the Development Agreement between the City of Dubuque and Merge LLC, certain easements were required by each party to accommodate the construction, maintenance, and operation of the proposed mixed-used development at the corner of East 5th St. and Ice Harbor Road adjacent to the Port of Dubuque Parking Ramp (the Stacks Project).

The proposed right of way dedication will provide the general public and the property owner (and its contractors, clients and residents) access to the rear side of the building. This will provide public and pedestrian access to the mixed-use building and public bathrooms in the parking ramp as well as providing the owner access to the mixed-use building for maintenance purposes. Public access to the Port of Dubuque Parking Ramp from Ice Harbor Rd. via the existing roadway will be unchanged.

DISCUSSION

The City Engineering Department has prepared an acquisition plat which after approved will provide the right of way area required per the amendment to development agreement. The area being platted will be dedicated to the public for street and utility purposes.

RECOMMENDATION

I recommend that the City Council approve the Acquisition Plat of Lot 1A of Adams Company's 5th Addition, in the City of Dubuque, Iowa which dedicates the roadway area between the Port of Dubuque Parking Ramp and Ice Harbor Drive as public street right of way by the adoption of the attached resolution.

ACTION TO BE TAKEN

I respectfully request approval of the Acquisition Plat of Lot 1A of Adams Company's 5th Addition, in the City of Dubuque, Iowa through the adoption of the enclosed resolution.

Prepared by: Nate Kieffer, PLS

Cc: Bob Schiesl, Assistant City Engineer
Arielle Swift, Public Works Director

Prepared by Nate Kieffer, City of Dubuque Engineering, 50 W. 13th St. Dubuque, IA 52001 (563)589-4270
Return to Adrienne N. Breitfelder City Clerk City of Dubuque, 50 W. 13th St. Dubuque, IA 52001 (563)589-4100

RESOLUTION NO. -24

RESOLUTION APPROVING THE ACQUISITION PLAT OF LOT 1A OF ADAMS COMPANY'S 5TH ADDITION, IN THE CITY OF DUBUQUE, IOWA

Whereas, there has been presented to the City Council of the City of Dubuque, Iowa, a plat dated March 6, 2024 prepared by the City of Dubuque Engineering Department describing Lot 1A of Adams Company's 5th Addition, in the City of Dubuque, Iowa; and

Whereas, said plat conforms to the laws and statues pertaining thereto.

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

Section 1. That the plat dated March 3, 2024, prepared by the City of Dubuque Engineering Department, relative to the real estate hereinabove described be and the same is hereby approved, and the Mayor and City Clerk be and they are hereby authorized and directed to execute said plat on behalf of the City of Dubuque, Iowa.

Section 2. That the City Clerk be and is hereby authorized and directed to file said plat and certified copy of this resolution in the office of the Recorder, in and for Dubuque County, Iowa.

Passed, approved, and adopted this 18th day of March 2024.

Attest:

Brad M. Cavanagh, Mayor

Adrienne N. Breitfelder, City Clerk

Reserved for Recorder

INDEX LEGEND:

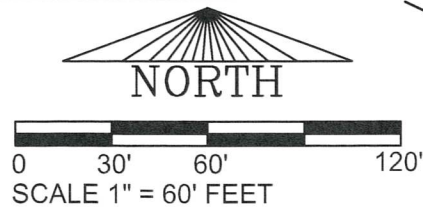
LOCATION: LOT 1, ADAMS COMPANY'S 5TH ADDITION,
CITY OF DUBUQUE, IOWA
REQUESTOR: CITY OF DUBUQUE
PROPRIETOR: CITY OF DUBUQUE
SURVEYOR: RUSSELL N. KIEFFER
SURVEYOR COMPANY: CITY OF DUBUQUE
RETURN TO: RUSSELL N. KIEFFER, CITY OF DUBUQUE
50 WEST 13TH ST., DUBUQUE, IOWA 52001



CITY OF DUBUQUE
ENGINEERING DEPARTMENT
CITY HALL, 50 WEST 13TH STREET
DUBUQUE, IA 52001-4864
PHONE (563) 589-4270 FAX (563) 589-4205
Drawn By: RNK Approved By: RNK Date: 03-06-2024
LOT 1A OF ADAMS COMPANY'S 5TH ADDITION,
CITY OF DUBUQUE, IOWA
C.I.P. Number: Sheet Number: 1 of 5

NOTE:

THIS SURVEY IS LOCATED IN THE
N 1/2 SECTION 30, T89N, R3E
(JULIEN TOWNSHIP)
OF THE 5TH P.M., IN THE
CITY OF DUBUQUE



INDUSTRIAL
SUBDIVISION NO. 2
PER INST. # 2004-13819

FD. T-BAR W
ALUM. CAP # 9761

EXIST. ROW LINE

EAST FIFTH STREET (ROW VARIES)

LOT 2
RIVERWALK 9TH ADDITION
PER INST. # 2010-12178

LEGEND

- FOUND IRON ROD/PIPE AS SHOWN
- R.O.W. RIGHT OF WAY
(100.00') RECORDED DIMENSION
// LINE BREAK
- ADJACENT PROPERTY LINE
- - - RIGHT OF WAY LINE
- ⊗ FD. CUT "X"

ICE HARBOR RD. (64' ROW)

LOT 1-2
ADAMS COMPANY'S 4TH ADD.
PER INST. # 2007-2986

LOT 2-2
ADAMS COMPANY'S 4TH ADD.
PER INST. # 2007-2986

LOT 2
ADAMS COMPANY'S 5TH ADD.
PER INST. # 2019-15374

LOT 1
ADAMS COMPANY'S 5TH ADD.
PER INST. # 2019-15374

EXISTING BUILDING FACE
PARKING GARAGE

FD. BLD. CORNER
PER INST. # 2019-15374

EXISTING BUILDING FACE
PARKING GARAGE

LOT 1
ADAMS COMPANY'S 5TH ADD.
PER INST. # 2019-15374

**LOT 1A OF ADAMS COMPANY'S 5TH ADDITION,
CITY OF DUBUQUE, IOWA
TOTAL AREA: 5,985 SQ. FT. (0.137 ACRES)
EXIST. R.O.W.: NONE
NEW R.O.W.: 5,985 SQ. FT. (0.137 ACRES)**

NOTES:

1. ALL MEASUREMENTS ARE IN FEET
AND DECIMALS THEREOF.
2. PROPRIETOR OF ABOVE DESCRIBED
LOT - CITY OF DUBUQUE
3. SURVEY REQUESTED BY: CITY OF
DUBUQUE, 50 W. 13TH ST. DUBUQUE,
IOWA
4. TOTAL AREA OF PERIMETER
SURVEYED IS 5,985 SQ. FT.
5. THIS PLAT IS SUBJECT TO ALL
EASEMENTS OF RECORD AND NOT OF
RECORD.
6. DATE OF SURVEY: 02-08-2024



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

For the City of Dubuque

Russell N. Kieffer 03-06-2024
Russell N. Kieffer Iowa Lic. No. 18128 Date
My license renewal date is December 31, 2024
Pages or sheets covered by this seal: PAGES 1 TO 2 ONLY

**CITY OF DUBUQUE
ACQUISITION PLAT**

COUNTY DUBUQUE PARCEL NO. JOB NO.
PROJECT MERGE R.O.W. DED. SECTION 30 TWP 89N RANGE 3E
ROW-FEE 5,985 SQ. FT. EXIST. ROAD NONE PERM. EASEM'T NONE
LEGAL DESCRIPTION: PART OF LOT 1, ADAMS COMPANY'S 5TH ADDITION
OWNER CITY OF DUBUQUE

SURVEYOR'S CERTIFICATE

PROPERTY DESCRIPTION

Lot 1A of Adams Company's 5th Addition, in the City of Dubuque, Iowa

A part of Lot 1 of Adams Company's 5th Addition, in the City of Dubuque, Iowa, more particularly described as follows:

Beginning at a found iron rod survey monument at the most Northerly corner of Lot 2-2, Adams Company's 4th Addition, in the City of Dubuque, Iowa;

Thence North 75 Degrees 46 Minutes 45 Seconds East along the Northerly line of Lot 1 of Adams Company's 5th Addition and Southerly right of way line of Ice Harbor Road a distance of 41.40 feet to a found cut "x" survey monument;

Thence South 14 Degrees 13 Minutes 58 Seconds East along the boundary of said Lot 1 a distance of 110.31 feet to a found iron rod survey monument;

Thence South 59 Degrees 03 Minutes 33 Seconds East a distance of 9.59 feet to a point of intersection between the previously stated course and the Northeasterly extension of the face of the existing parking ramp building;

Thence South 30 Degrees 58 Minutes 44 Seconds West and along said building face and extension a distance of 67.22 feet;

Thence North 14 Degrees 23 Minutes 23 Seconds West along the Southeasterly extension of the Northeasterly line of Lot 2-2 of Adams Company's 4th Addition a distance of 90.42 feet to a found iron rod survey monument;

Thence continuing North 14 Degrees 23 Minutes 23 Seconds West along said Northeasterly line a distance of 74.06 feet to the Point of Beginning, containing 5,985 square feet (0.137 acres), more or less, and is subject to easements, reservations, restrictions and rights of way of record and not of record.

The above described parcel shall hereinafter be known as **Lot 1A of Adams Company's 5th Addition, in the City of Dubuque, Iowa.**

The above described lot(s) were surveyed and platted for right-of-way purposes, the plat of which is attached hereto and made a part of this certificate. All monuments were placed or shall be placed within one year from the date this plat is recorded.

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



Russell N. Kieffer Date 03-06-2024
Russell N. Kieffer, P.L.S. No. 18128
My license renewal date is Dec. 31, 2024
Pages on sheets covered by this seal: this sheet only

OWNER'S CONSENT

Dubuque, Iowa _____, 2024

The foregoing acquisition plat of **Lot 1A of Adams Company's 5th Addition, in the City of Dubuque, Iowa**, is made with the free consent and in accordance with the desires of the undersigned owners and proprietors of said real estate. We hereby dedicate said Lot 1A to the public for street and utility purposes.

CITY OF DUBUQUE

By: _____
Brad M. Cavanagh, Mayor

By: _____
Adrienne N. Breitfelder, Clerk

UNIVERSAL NOTARY CERTIFICATE

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ 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) acted, executed the instrument.

(Notary Seal)

(Sign in blue ink)

(Print/type name)
Notary Public in and for State of Iowa

CAPACITY CLAIMED BY SIGNER

____ INDIVIDUAL
____ CORPORATE OFFICER(S)
____ (Title)

(CORP SEAL)

____ AFFIXED
____ NO SEAL PROCURED
____ PARTNER(S) ____ LIMITED ____ GENERAL
____ ATTORNEY-IN-FACT
____ TRUSTEE(S)
____ GUARDIAN/CONSERVATOR
____ OTHER

SIGNER IS REPRESENTING

PLANNING SERVICES

Dubuque, Iowa _____, 2024

The foregoing acquisition plat **Lot 1A of Adams Company's 5th Addition, in the City of Dubuque, Iowa**, in the City of Dubuque or within the two-mile jurisdiction of the City of Dubuque, Iowa, as defined under Section 354 of the Code of Iowa, has been reviewed by the City Planner, (or designee) of the City of Dubuque in accordance with Chapter 42 of the City of Dubuque Code of Ordinances, and said approval has been endorsed herein on the date first written above.

Wally Wernimont
Planning Services Director
City of Dubuque, Iowa

CITY OF DUBUQUE, IOWA

Dubuque, Iowa _____, 2024

The undersigned, Brad M. Cavanagh, Mayor and Adrienne N. Breitfelder, Clerk of the City of Dubuque, Iowa, do hereby certify that the foregoing acquisition plat of **Lot 1A of Adams Company's 5th Addition, in the City of Dubuque, Iowa**, and the dedication **Lot 1A of Adams Company's 5th Addition, in the City of Dubuque, Iowa** to the public for street and utility purposes, as appears heretofore has been filed on _____ day of _____, 2024 as Resolution # _____ in the office of the City Clerk of Dubuque, Iowa and that the City Council of the City of Dubuque, Iowa approves said plat.

Mayor of the City of Dubuque, IA

Clerk of the City of Dubuque, IA

COUNTY AUDITOR

Dubuque, Iowa _____, 2024

The foregoing acquisition plat of **Lot 1A of Adams Company's 5th Addition, in the City of Dubuque, Iowa** was entered of record in the office of the Dubuque County Auditor this _____ of _____, 2024. We approve the subdivision name or title shown hereon to be recorded.

Kevin Dragotto
Dubuque County Auditor

CITY ASSESSOR

Dubuque, Iowa _____, 2024

The foregoing acquisition plat of **Lot 1A of Adams Company's 5th Addition, in the City of Dubuque, Iowa** was entered of record in the office of the Dubuque County Assessor this _____ of _____, 2024.

Troy Patzner
Dubuque City Assessor

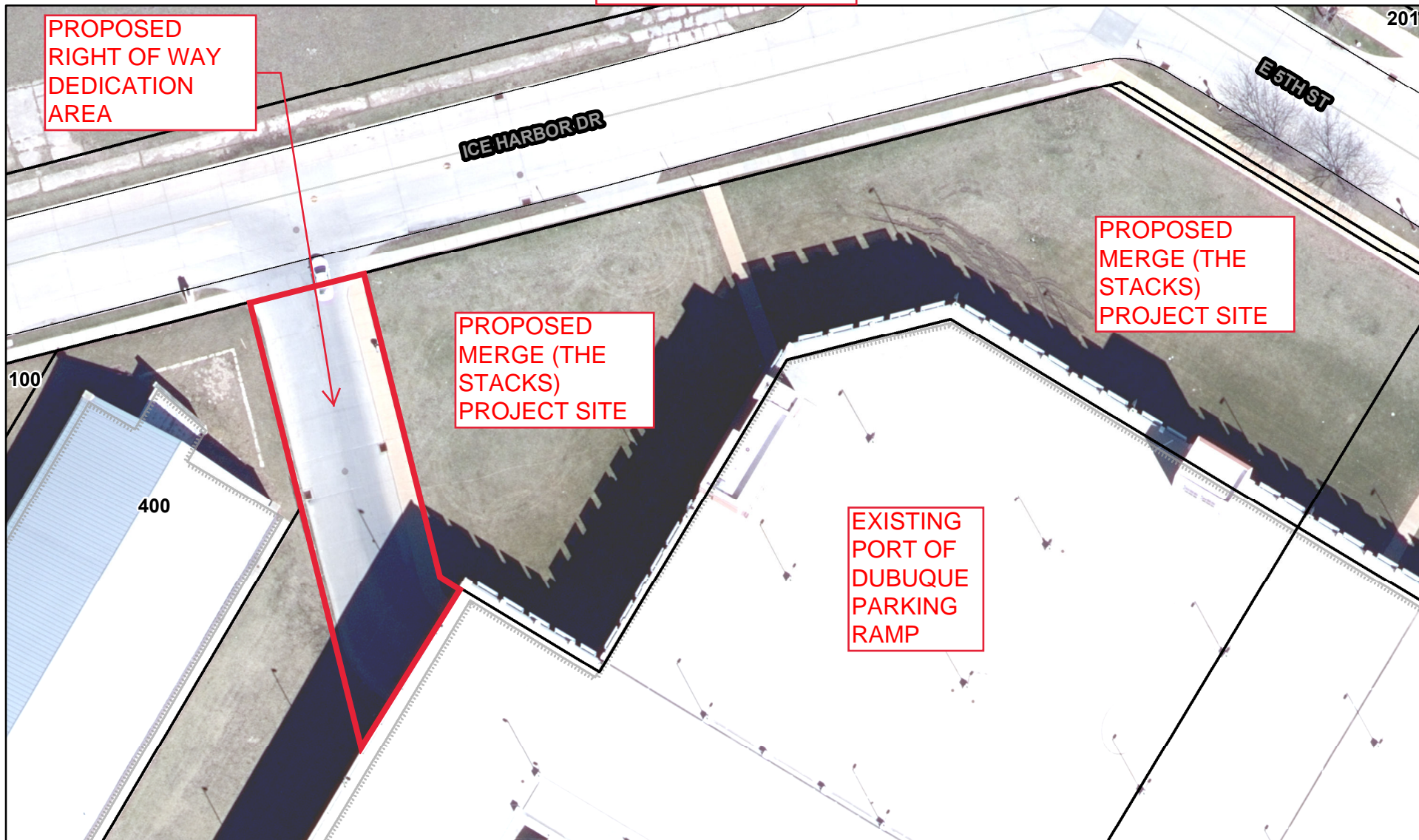
RECORDER'S CERTIFICATE

Dubuque, Iowa _____, 2024

The foregoing acquisition plat of **Lot 1A of Adams Company's 5th Addition, in the City of Dubuque, Iowa** has been reviewed by the Dubuque County Recorder.

Karol Kennedy
Recorder of Dubuque County

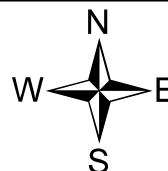
AREA MAP



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

1 inch = 50 feet

50 25 0 50 Feet



Map Prepared by:
City of Dubuque
Engineering Division
50 West 13th Street
Dubuque, Iowa 52001
Phone: (563) 589-4270
Fax: (563) 589-4205

City of Dubuque
City Council Meeting

Consent Items # 012.

ITEM TITLE:

Plat of Survey of Pechous Place, locally known as 410 and 414 Raymond Place

SUMMARY:

Zoning Advisory Commission recommending approval of the Simple Subdivision Plat of Pechous Place, subject to waiving the frontage requirement of Lot 1 and contingent on an approved Parking Variance for 414 Raymond Place.

RESOLUTION

Approving the Simple Subdivision Plat of Pechous Place, Dubuque, Iowa

SUGGESTED DISPOSITION:

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

ATTACHMENTS:

Description	Type
ZAC Letter to Council	Supporting Documentation
Plat of Survey of Pechous Place	Supporting Documentation
Resolution	Resolutions
Planning Application	Supporting Documentation
Staff Report	Staff Memo
Vicinity Map	Supporting Documentation

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



March 8, 2024

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

Applicant: John Pechous
Location: 410 and 414 Raymond Place
Description: To approve the Plat of Survey of Pechous Place

Dear Mayor and City Council Members:

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

Discussion

The applicant, John Pechous, 410 Raymond Street, spoke in favor of the request stating that the existing driveway between 410 and 414 Raymond Street properties is located on the 414 property but has historically been utilized by the 410 property. He pointed out that there is an existing wood archway over the driveway that has been there for many years and that the 410 property has always used the driveway, and it has never been used by the 414 property. He said they found out that they need the parking space to stay with the 410 property in order to sell the property. He noted that he had a survey and that nothing should change for the neighborhood as it has always operated this way.

Staff detailed the staff report noting that the property owner is seeking to adjust the property line between the two lots, which have historically been under common ownership. Staff stated that primary goal would be to allocate the driveway to the 410 property which has historically utilized it and added that the plat would also ensure that an existing AC unit and retaining wall are located entirely on the 410 property. Staff stated that the proposed Lot 1 would have 37 feet of street frontage and would not meet the minimum 50 feet required by code, and therefore, a waiver of the minimum street frontage requirement is being requested for Lot 1. Staff further stated that a Parking Variance would also be required for the 410 Raymond Place property and recordation of the plat should be contingent upon the applicant receiving an approval for the Parking Variance from the Zoning Board of Adjustment.

The Zoning Advisory Commission discussed the request, finding it appropriate.

Recommendation

By a vote of 4 to 0, the Zoning Advisory Commission recommends that the City Council approve the request subject to waiving the frontage requirement of Lot 1 and contingent on an approved Parking Variance for 414 Raymond Place.

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Matt Mulligan".

Matt Mulligan, Chairperson
Zoning Advisory Commission

Attachments

Plat of Survey of:
PECHOUS PLACE,
in the City of Dubuque, Iowa

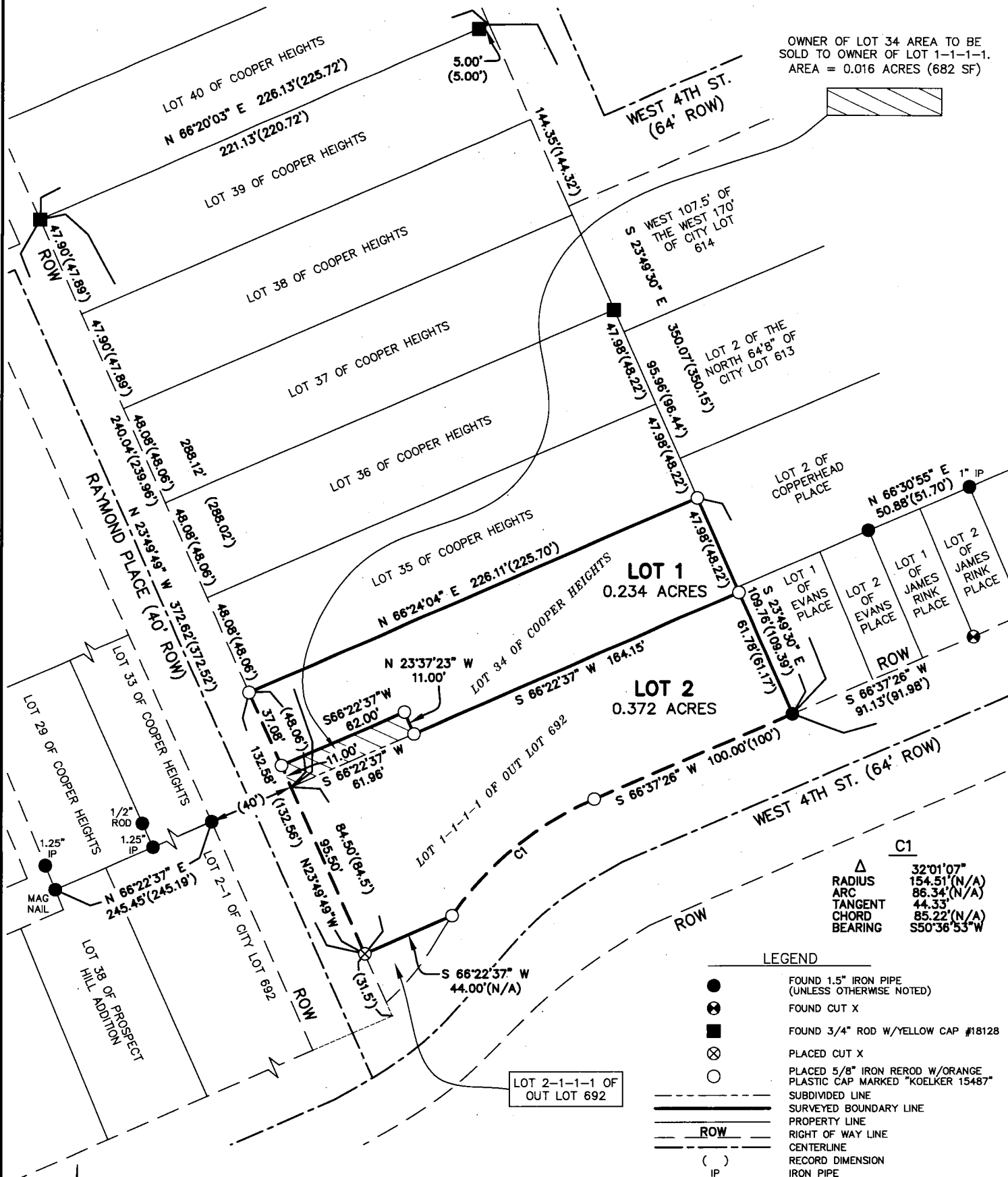
INDEX LEGEND

Location: Pechous Place, in the City of Dubuque, Iowa
NE1/4 of Section 25, T89N, R2E of the 5th P.M., in the City of Dubuque, Dubuque County, Iowa
Requestor: John Pechous
Proprietors of Lot 34 in Cooper Heights & Lot 1-1-1-1 of Out Lot 692:
Paul G. & Nancy J. Pechous - 414 Raymond Pl., Dubuque, IA 52001
Surveyor: Terry L. Koelker
Company: Buesing & Associates, Inc.
1212 Locust St., Dubuque, IA 52001
Return To: tkoelker@buesing.com (563) 556-4389

NOTE

THIS SURVEY IS COMPRISED OF: LOT 34 IN COOPER HEIGHTS & LOT 1-1-1-1
OF OUT LOT 692, IN THE CITY OF DUBUQUE, DUBUQUE COUNTY, IOWA

PREPARED BY: BUESING & ASSOCIATES ADDRESS: 1212 LOCUST STREET,
DUBUQUE, IOWA PHONE: (563) 556-4389



NOTES













1. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.
2. TOTAL AREA OF PERIMETER SURVEYED IS 0.606 ACRES.
3. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND NOT OF RECORD.
4. A BEARING IS BASED FROM NAD83, ZONE 1401, IOWA NORTH COORDINATE SYSTEM.

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

TERRY L. KOELKER (D)
 LICENSE NUMBER 15487
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025

SHEETS COVERED BY THIS SEAL : SHEET 1 & 2

LEGEND

- | | |
|---|---|
|  | FOUND 1.5" IRON PIPE
(UNLESS OTHERWISE NOTED) |
|  | FOUND CUT X |
|  | FOUND 3/4" ROD W/YELLOW CAP #18128 |
|  | PLACED CUT X |
|  | PLACED 5/8" IRON REROD W/ORANGE
PLASTIC CAP MARKED "KOELKER 15487" |
|  | SUBDIVIDED LINE |
|  | SURVEYED BOUNDARY LINE |
|  | PROPERTY LINE |
|  | RIGHT OF WAY LINE |
|  | CENTERLINE |
|  | RECORD DIMENSION |
|  | IRON PIPE |

BUESING
& ASSOCIATES INC.
ENGINEERS AND SURVEYORS
 1212 LOCUST ST, DUBUQUE, IA
 (563) 556-4389

DRAWN BY: JCH	CHECKED BY: TLK
SURVEY DATE: 8-21-23 & 2-27-24	PLOT DATE: 3/1/2024
DWG. NO. 23226-01	SCALE: 1" = 60'

SHEET 1 OF 3

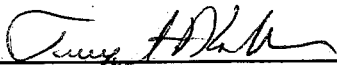
Surveyor's Certificate

Dubuque, Iowa

I, Terry L. Koelker, a Duly Licensed Land Surveyor in the State of Iowa, do hereby certify that the following real estate was surveyed and platted by me or under my direct personal supervision, To Wit:

Lot 34 in Cooper Heights & Lot 1-1-1-1 of Out Lot 692, in the City of Dubuque, Iowa.

This survey was performed for the purpose of subdividing and platting said real estate henceforth to be known as **PECHOUS PLACE**, in the City of Dubuque, Iowa. Total area of **PECHOUS PLACE** is 0.606 acres. Total area of **LOT 1** is 0.234 acres. Total area of **LOT 2** is 0.372 acres. Lot areas are, more or less, and all Lots are subject to easements, reservations, restrictions, and rights-of-way of record and not of record, the plat of which is attached hereto and made a part of this certificate.

BY: 
Terry L. Koelker
Licensed Land Surveyor
License No. 15487

3/1/24
Date

License Renewal Date: 12/31/25

Owner's Consent

Dubuque, Iowa

_____, 2024

The foregoing Plat of Survey of: **PECHOUS PLACE**, in the City of Dubuque, Iowa is made with the free consent and in accordance with the desires of the undersigned owners and proprietors of said real estate.

Paul G. Pechous

Nancy J. Pechous

State of Iowa)
)
County of Dubuque) ss:

On this _____ day of _____, AD 2024, before me, the undersigned, A Notary Public in and for the State of Iowa, personally appeared Paul G. & Nancy J. Pechous, husband & wife, to me personally known, who, being duly sworn did say that said appeared Paul G. & Nancy J. Pechous acknowledged the execution of said instrument to be her voluntary act and deed voluntarily executed.

Witness my hand and Notarial Seal on the date above written.

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

City of Dubuque Zoning Advisory Commission

Dubuque, Iowa

_____, 2024

The foregoing Plat of Survey of: **PECHOUS PLACE**, in the City of Dubuque, Iowa was reviewed and approved by the Zoning Advisory Commission of the City of Dubuque, Iowa, on the date first written above.

Chairperson

City of Dubuque Zoning Advisory Commission

City of Dubuque, Iowa

Dubuque, Iowa

_____, 2024

The undersigned, Brad Cavanagh, Mayor, and Adrienne Breitsfelder, Clerk, of the City of Dubuque, Iowa, do hereby certify that the foregoing Plat of Survey of: **PECHOUS PLACE**, in the City of Dubuque, Iowa appears heretofore has been filed on _____ day of _____, 2024 as resolution # _____ in the office of the City Clerk of Dubuque, Iowa and that the City Council of the City of Dubuque, Iowa, approves said plat.

Mayor of the City of Dubuque, IA

Clerk of the City of Dubuque, IA

City Assessor's Certificate

Dubuque, Iowa

_____, 2024

The foregoing Plat of Survey of: **PECHOUS PLACE**, in the City of Dubuque, Iowa was entered of record in the Office of the City Assessor of the City of Dubuque, Iowa, on the date first written above.

City Assessor of the City of Dubuque, Iowa

County Auditor's Certificate

Dubuque, Iowa

_____, 2024

The foregoing Plat of Survey of: **PECHOUS PLACE**, in the City of Dubuque, Iowa was entered of record in the office of the Dubuque County Auditor this _____ day of _____, 2024.

We approve of the subdivision name or title to be recorded.

County Auditor of Dubuque County, Iowa

Recorder's Certificate

Dubuque, Iowa

_____, 2024

The foregoing Plat of Survey of: **PECHOUS PLACE**, in the City of Dubuque, Iowa has been reviewed by the Dubuque County Recorder.

Dubuque County Recorder

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

RESOLUTION NO. - 24

**A RESOLUTION APPROVING THE SIMPLE SUBDIVISION PLAT
OF PECHOUS PLACE, DUBUQUE, IOWA**

Whereas, there has been filed with the City Clerk a Simple Subdivision Plat of Pechous Place, Dubuque, Iowa; and

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

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

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

Section 1. That Section 11-14 of Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is waived to allow 37 feet of frontage for Lot 1 on a public street or an approved private street.

Section 2. That the Simple Subdivision Pechous Place, Dubuque, Iowa is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to endorse the approval of the City of Dubuque, Iowa upon said Plat of Survey.

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

By: _____
Brad M. Cavanagh, Mayor

ATTEST:

By: _____
Adrienne Breitfelder, City Clerk

APPLICATION FORM

Zoning Advisory Commission

- ☐ Amended PUD
☐ Rezoning/PUD/ID
☐ Text Amendment
☒ Simple Subdivision
☐ Preliminary Plat
☐ Major Final Plat
☐ Minor Final Plat
☐ Waiver from Site Design Standards

Zoning Board of Adjustment

- ☐ Conditional Use Permit
☐ Special Exception
☐ Variance
☐ Appeal

Development Services

- ☐ Annexation
☐ Limited Setback Waiver
☐ Site Plan Simple
☐ Site Plan Minor
☐ Site Plan Major
☐ Simple Subdivision
☐ Temporary Use Permit
☐ Port of Dubuque/
Chaplain Schmitt Island
Design Review

Historic Preservation Commission

- ☐ Demolition
☐ Historic Revolving Loan
☐ Certificate of Economic Non-Viability
☐ Design Review Certificate of Appropriateness
☐ Advisory Design Review (Public Projects)
☐ Historic Designation:

Please complete the applicable sections below. Please type or print legibly.

A. Property Information

Site Location/Address: 414 Raymond Place
Legal Description/Parcel ID#/Subdivision: PIN 10252/3012
Existing Zoning: R3 Proposed Zoning: R3 Site Area (square feet/acres): .25 acres/10,656 sq.-ft.
Historic District: _____ Landmark: ☐ Yes ☒ No

B. Describe proposal and reason for application (attach a letter of explanation, if necessary):

Simple subdivision requesting a waiver of the bulk regulations to allow the minimum lot frontage less than 50.

C. Applicant/Agent Information

Name: John Pechons, executor Phone: 312-550-3500
Address: 414 Raymond Place City: Dubuque
State: IA Zip: 52001 Email: johnfpechons@gmail.com

D. Property Owner(s) Information

Name(s): Paul Pechons estate Phone: 312-550-3500
Address: 414 Raymond Place City: Dubuque
State: IA Zip: 52001 Email: johnfpechons@gmail.com

E. Certification: I/we, the undersigned, do hereby certify/acknowledge that:

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

Applicant/Agent: John Pechons, executor Date: 10-6-2023

Property Owner(s): _____ Date: _____

FOR OFFICE USE ONLY

Fee \$ 500 Ck# 5028 ☐ CC ☐ Cash Received by: [Signature] Date: 2/27/24

2 AC.

TO: Zoning Advisory Commission

FROM: Shena Moon, Associate Planner

DATE: March 1, 2024

SUBJECT: Plat of Survey of Pechous Place
(410 and 414 Raymond Place, PIN 1025213013 and 1025213012)

INTRODUCTION

The proposed subdivision plat consists of two parcels that are under common ownership and together total approximately .60 acres (26,400 sq. ft.). The property at 410 Raymond Place (PIN 1025213013) is improved with a two-story single-family residence with detached garage. The property at 414 Raymond Place (PIN 1025213012) is improved with a one-story single-family residence. The property owner proposes to reconfigure the property boundary between the two lots. Pursuant to the Unified Development Code (UDC), the proposed subdivision is classified as a Simple Subdivision¹. The proposed plat of survey would create two lots, one of which would not have the minimum 50' of frontage along a public or private street, and therefore the Simple Subdivision requires review by the Zoning Advisory Commission in order to waive the street frontage requirement.

DISCUSSION

The subject properties are under common ownership and the property owner has active listings to sell the two properties. Currently, there is an existing parking space located between the two properties that has historically been utilized by 410 Raymond Place property but is located on the 414 Raymond Place. The parking space has been designed to function as part of the 410 Raymond Place property. This is evident by the archway located over the parking space entry which connects to the existing fence on 410 Raymond Place, and the narrow landscape planter installed to separate the parking space and the property at 414 Raymond Place. Consequently, the property owner desires to legally allocate the existing parking space to the property for which it has historically been utilized and was designed to be a part of. Additionally, the proposed plat would ensure that an existing retaining wall and the heating and cooling equipment for the 410 Raymond Place are located entirely on the property they serve.

As proposed, the Plat of Survey of Pechous Place would reconfigure two existing parcels into two new parcels. The following is a description of each proposed parcel:

¹ UDC Chapter 16-11-6 defines a Simple Subdivision as "Any subdivision or consolidation of property in which no new streets, public or private, are proposed, which does not require the construction of any public improvements, and which creates fewer than three lots."

Staff Memo – Plat of Survey of Pechous Place

- Lot 1 (0.234 acres) would have approximately 37 ft. of frontage along Raymond Place right-of-way. The lot contains an existing one-story single-family residence.
- Lot 2 (0.372) would have approximately 106 ft. of frontage along Raymond Place right-of-way and contains an existing two-story single-family residence with detached garage.



Photo of existing residences. The parking space and heating/cooling equipment are highlighted in yellow.



Existing lot configurations for 414 and 410 Raymond Place.

[illegible]

Pursuant to the Unified Development Code (UDC) Chapter 11-14, all lots shall have frontage along a public street or an approved private street. Pursuant to UDC Chapter 5-5.7, a minimum of 50 ft. of street frontage is required for both lots. Because the proposed Lot 1 (414 Raymond Place) will only have approximately 37 ft. of frontage, the applicant is requesting a waiver of this bulk regulation. The proposed lots are otherwise in substantial conformance with the UDC.

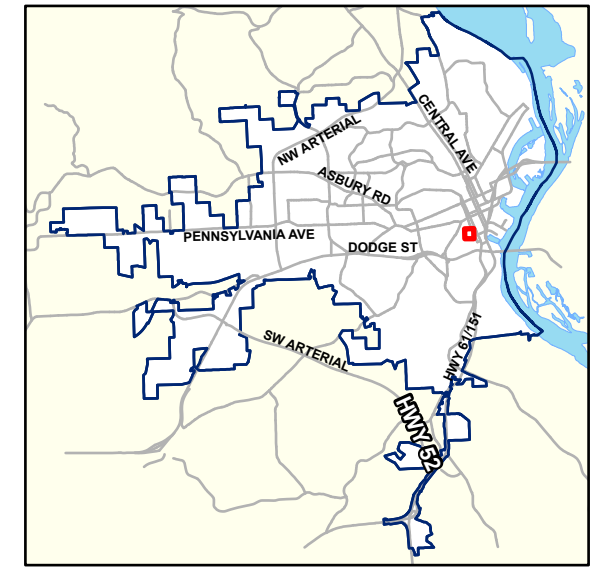
The UDC categorizes the proposed plat as a Simple Subdivision. Pursuant to UDC Chapter 11-7.3, the Zoning Advisory Commission and City Council are the reviewing authorities for a Simple Subdivision that requires a waiver of bulk regulations. The Zoning Advisory Commission shall review the plat to determine whether it is in substantial conformance with the Unified Development Code and shall consider the waiver of the minimum street frontage requirement for Lot 1.

In addition to this Simple Subdivision review, the 414 Raymond Place property will also require approval of a Parking Variance from the Zoning Board of Adjustment. Therefore, should the Zoning Advisory Commission elect to approve the proposed Plat of Survey of Pechous Place, staff recommends the recordation of the plat be contingent upon the approval of a Parking Variance for the property at 414 Raymond Place.

Planning staff requests that the Zoning Advisory Commission review the Plat of Survey of Pechous Place and recommends approval subject to waiving the street frontage requirement for Lot 1 and contingent on an approved parking variance for 414 Raymond Place.

3

Vicinity Map




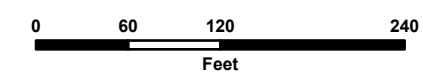
Applicant: John Pechous

Location: 410 and 414 Raymond Place, PIN 1025213013 and 1025213012

Request type: Simple Subdivision

Description: Plat of Survey of Pechous Place

 Subject Property



1:1,500



Dubuque County GIS

City of Dubuque
City Council Meeting

Consent Items # 013.

ITEM TITLE: Temporary Agreement Between the City of Dubuque and ITC Midwest, LLC to Operate an Electric Transmission System in the City of Dubuque

SUMMARY: Barry A. Lindahl, Senior Counsel recommending adoption of the attached resolution approving the temporary Agreement authorizing ITC Midwest, LLC to operate an electric transmission system in the City of Dubuque until the franchise agreement takes effect but no later than September 15, 2024

RESOLUTION Approving an Agreement Between the City of Dubuque and ITC Midwest, LLC to Operate an Electric Transmission System in the City of Dubuque

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

ATTACHMENTS:

Description	Type
Staff Memo	Staff Memo
Resolution	Resolutions
Agreement	Supporting Documentation

BARRY A. LINDAHL, ESQ.
SENIOR COUNSEL

M E M O

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

DATE: March 18, 2024

RE: Temporary Agreement Between the City of Dubuque and ITC Midwest, LLC
to Operate an Electric Transmission System in the City of Dubuque

While the City and ITC Midwest, LLC are negotiating the terms of the franchise agreement, it is necessary for ITC Midwest to have authority to operate its transmission system. The City and ITC Midwest have not yet finalized the franchise agreement. It is expected that the final franchise agreement will be submitted to the City Council for approval in September 2024.

I recommend that the City Council adopt the attached resolution approving the temporary Agreement authorizing ITC Midwest, LLC to operate an electric transmission system in the City of Dubuque until the franchise agreement takes effect but no later than September 15, 2024.

BAL:JMM

Attachments

cc: Michael C. Van Milligen, City Manager
Crenna Brumwell, City Attorney
Gus Psihoyos, City Engineer
Steve Brown, Project Manager

RESOLUTION NO. _____ - 24

**APPROVING AN AGREEMENT BETWEEN THE CITY OF DUBUQUE AND ITC
MIDWEST, LLC TO OPERATE AN ELECTRIC TRANSMISSION SYSTEM IN THE CITY
OF DUBUQUE**

WHEREAS, the City of Dubuque, Iowa (City) and ITC Midwest, LLC (ITC Midwest) have tentatively entered into an Agreement for the operation of an electric transmission system in the City of Dubuque until such time as City and ITC Midwest finalize a franchise agreement to operate the system; and

WHEREAS, the City Council finds that it is in the best interests of the City of Dubuque to approve the Agreement.

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

SECTION 1. The attached Agreement is hereby approved.

SECTION 2. The City Manager is authorized and directed to sign the Agreement on behalf of the City of Dubuque.

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

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
ITC MIDWEST LLC,
A WHOLLY OWNED SUBSIDIARY OF ITC HOLDINGS CORP.**

This Agreement, dated for reference purposes the _____ day of _____, 2024, is made and entered into by and between the City of Dubuque, Iowa (City) and ITC Midwest LLC, a wholly owned subsidiary of ITC Holdings Corp. (the Company).

WHEREAS, the Company operates a system for the transmission of electric power in the City of Dubuque, Iowa along, under and upon the streets, avenues, alleys and public places in the City of Dubuque, Dubuque County, Iowa (the Transmission System); and

WHEREAS, City and the Company are negotiating a franchise agreement for the Transmission System; and

WHEREAS, during the period of such negotiations, and in consideration for the City's consent to the Company to operate the Transmission System, City and the Company agree as follows:

SECTION 1. TERM. This Agreement shall take effect upon execution by both parties and shall continue in effect until a franchise agreement between the parties takes effect, but no later than September 15, 2024.

SECTION 2. INDEMNIFICATION.

A. The Company shall indemnify, defend and hold City, its officers and employees, harmless from and against any and all claims, demands, losses, damages, cost and expenses (including, but not limited to, court costs, fines, penalties and reasonable attorneys' fees, but excluding consequential or indirect damages), judgments, liabilities and causes of action of any nature whatsoever resulting from or relating to its negligent acts or omissions in the use or occupancy of the streets, avenues, alleys and public places in the City arising in any manner out of the negligent acts or omissions of its agents, employees, or contractors in connection with same, or with respect to the violation of any laws, including without limitation, any environmental laws. The Company shall indemnify and defend City for, from and against any and all mechanics' liens and other liens and encumbrances filed by any person claiming by, through or under the Company and against all costs, expenses, losses and liabilities (including reasonable attorneys' fees) incurred by City in connection with any such lien or encumbrance or any action or proceeding brought thereon.

B. The Company shall maintain commercial general liability insurance coverage, or its equivalent, throughout the term of this Agreement as described in the attached Insurance Schedule, as such schedule may from time to time be amended by City. The Company's failure to meet the insurance requirements shall not relieve the Company of its responsibilities under this Agreement. Upon proof of financial responsibility to the reasonable satisfaction of City, the Company may be allowed to self-insure the coverages required. The Company shall provide City with certificates of insurance or letter of self-insurance, subject to the approval of City in its sole discretion, upon request.

C. The requirements of indemnification shall not be a waiver of any right that City would have to assert defenses on its own behalf under state or federal law. The Company's indemnification obligations under this Agreement shall survive the expiration, cancellation, or termination of this Agreement in accordance with applicable statutes of limitation in force within the state of Iowa.

SECTION 3. COMPLIANCE WITH CITY ORDINANCES. The Company shall at all times during the term of this Agreement conform with, submit to, and carry out the provisions of any and all valid ordinances existing or as hereafter lawfully enacted relating City's exercise of its police powers.

SECTION 4. MATERIAL BREACH. City may terminate this Agreement if the Company shall be materially in breach of its provisions. Upon the occurrence of a material breach, City shall provide the Company with notification by certified mail specifying the alleged breach. The Company shall have sixty (60) days to cure the breach, unless it notifies City, and the parties agree upon a longer period for cure. If the breach is not cured within the cure period, City may terminate this Agreement.

CITY OF DUBUQUE, IOWA

ITC MIDWEST LLC, a Michigan limited liability company

By: ITC Holdings Corp., its sole member

By: _____
Michael C. Van Milligen
City Manager

By: _____
Dusky Terry
Vice President ITC Holdings Corp, and
President, ITC Midwest

Attest:

Trish Gleason, Assistant City Clerk

INSURANCE SCHEDULE

City of Dubuque Insurance Requirements for Vendors (Suppliers, Service Providers)

INSURANCE SCHEDULE G

1. ITC Midwest LLC shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the contract commencement. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Vendor Service Agreement dated ITC Midwest LLC Franchise Agreement.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. The service provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.
5. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. All required endorsements shall be attached to certificate.
7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The service provider must identify or list in writing all deviations and exclusions from the ISO form.
8. If vendor's limits of liability are higher than the required minimum limits then the vendor's limits shall be this agreement's required limits.
9. Vendor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Vendor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Vendor.
10. Vendor shall be responsible for deductibles/self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.
11. All certificates of insurance must include agents name, phone number, and email address.
12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
13. 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 Vendors (Suppliers, Service Providers)

INSURANCE SCHEDULE G (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 ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
- 6) Policy shall include Waiver of Right to Recover from Others endorsement.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Vendor is not required to purchase Workers' Compensation Insurance, the Vendor 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.

City of Dubuque Insurance Requirements for Vendors (Suppliers, Service Providers)

INSURANCE SCHEDULE G (continued)

C) POLLUTION LIABILITY

Coverage required: ☐ Yes ☒ No

Pollution liability coverage shall be required if the lessee, contracting party, or permittee has any pollution exposure for abatement of hazardous or contaminated materials including, but not limited to, petroleum products, the removal of lead, asbestos, or PCBs. Pollution product and completed operations coverage shall also be covered.

Each Occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations).
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.

D) PROFESSIONAL LIABILITY \$1,000,000

Coverage required: ☐ Yes ☒ No

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.

E) CYBER LIABILITY/BREACH \$1,000,000

Coverage required: ☐ 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.

F) UMBRELLA/EXCESS \$5,000,000

Coverage required: ☒ Yes ☐ No

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES is amended by the addition of the following:

COVERAGE – GOVERNMENTAL IMMUNITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages for 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. Claims for damages not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this Policy.
- b. 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 our timely written request.
- c. We shall not deny coverage under this Policy and we 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.
- d. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this Policy.

City of Dubuque
City Council Meeting

Consent Items # 014.

ITEM TITLE:	Grant Agreement with 917 Motorsport LLC for Rehabilitation of 243 W 10th Street
SUMMARY:	City Manager recommending City Council approve the proposed Downtown Rehabilitation Grant application to 917 Motorsport, LLC owner of 243 W 10th Street for funding as follows: façade grant at \$10,000 maximum, and the planning & design grant at \$10,000 maximum. The total grant award would be \$20,000 maximum.
	RESOLUTION Approving a Grant Agreement by and Between the City of Dubuque, Iowa and 917 Motorsport LLC for the Redevelopment of 243 W 10th Street
SUGGESTED DISPOSITION:	Suggested Disposition: Receive and File; Adopt Resolution(s)

ATTACHMENTS:

Description	Type
MVM Memo	City Manager Memo
Staff Memo	Staff Memo
Resolution	Resolutions
Grant Agreement	Supporting Documentation



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Proposed Downtown Rehabilitation Grant Award for 243 W 10th Street

DATE: March 13, 2024

Economic Development Director Jill Connors is recommending City Council approve the proposed Downtown Rehabilitation Grant application to 917 Motorsport, LLC owner of 243 W 10th Street for funding as follows: façade grant at \$10,000 maximum, and the planning & design grant at \$10,000 maximum, both from CIP 6052000002. The total grant award would be \$20,000 maximum.

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: **Proposed Downtown Rehabilitation Grant Award for 243 W 10th Street**

DATE: March 12, 2024

INTRODUCTION

This memo presents for City Council review and approval a project selected for façade, and planning & design grant awards.

BACKGROUND

The Downtown Rehabilitation Loan Program provides for several grant opportunities for the rehabilitation of historic buildings and the creation of quality rental residential units in the downtown area. Since 2007, the City Council has awarded at least one of these grants to 49 different projects. In 2009, the City Council approved the creation of a funding pool to encourage new residential housing units in downtown Dubuque, which complements the rehabilitation grants. The program to date has assisted in the creation of over 340 quality apartments in our downtown.

Together, these grants, along with Tax Increment Financing funds, have incentivized the rehabilitation of the Historic Millwork District, multiple buildings in nearly every block along Main Street and many other downtown properties. Some examples are: Caradco, Novelty Iron Works, Linseed, and Dupaco/Voices Buildings in the Millwork District; the Roshek Building; mixed-use buildings in nearly every block of Main Street; multiple buildings along the Central Avenue Corridor; and many others from 1st Street to 32nd Street.

This program has had a positive impact in the appearance and livability of our downtown, which leads to a more attractive business and residential environment. As

such, the Economic Development Department finds the program to be a great tool for attracting and retaining a quality workforce for our businesses.

DISCUSSION

For the properties listed, staff have performed a “Good Neighbor Inquiry” (with Building Services, Engineering, Finance, Health, Housing, Legal, Planning, Police, Public Works, and Utility Billing) for any concerns based on these or other properties owned by the applicant.

Our staff have confirmed that funds are available in our department’s programs. All agreements will include quality guidelines, as well as non-discrimination requirements. Properties including housing units will be required to accept Housing Choice Vouchers from otherwise qualified prospective tenants.

243 W 10th Street

Application received December 14, 2023 for a façade grant, and a planning & design grant.

917 Motorsport, LLC is the owner of 243 W 10th Street. Kevin Conlon, Member, submitted an application for the rehabilitation of the façade of 243 W 10th Street. At the time of purchase, the building needed immediate stabilization with a collapsed and leaking roof and deteriorating walls. Conlon proposes restoring the façade of the building to its 1920’s look and feel. Design plans have been reviewed and approved by the Planning Department.

The Good Neighbor Inquiry on this property produced one question related to the utility billing and is being addressed. I recommend funding the façade grant at \$10,000 maximum, and the planning & design grant at \$10,000 maximum, both from CIP 6052000002. The total grant award would be \$20,000 maximum.

BUDGET IMPACT

CIP	USE	CURRENT BALANCE	RECOMMENDED PROJECT FUNDING	REMAINING BALANCE
6052000002	FAÇADE, ETC.	\$69,758	\$20,000	\$49,758
6052000004	HOUSING	\$0	\$0	\$0

This takes into consideration all encumbrances and previous balances from all the consolidated CIP budgets.

RECOMMENDATION/ ACTION STEP

I recommend approval of the proposed grant award in the amounts detailed above.

Prepared by: Ian C. Hatch, Economic Development, 1300 Main Street, Dubuque IA 52001, 563 589-4393
Return to: Ian C. Hatch, Economic Development, 1300 Main Street, Dubuque IA 52001, 563 589-4393

RESOLUTION NO. ____-24

APPROVING A GRANT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND 917 MOTORSPORT LLC FOR THE REDEVELOPMENT OF 243 W 10th STREET

WHEREAS, 917 Motorsport LLC is the owner of the property at 243 W 10th Street in the City of Dubuque, Iowa (the "Development Property") legally described as:

Lot 2 of HARTIG ADDITION, in the City of Dubuque, Iowa, according to the recorded Plat thereof

; and

WHEREAS, 917 Motorsport LLC has applied to the City of Dubuque Economic Development Department (the "City") for a Façade Grant and a Planning & Design Grant (the "Grants") for the rehabilitation of a building on the Development Property (the "Project"); and

WHEREAS, the Project is eligible for the Grants; and

WHEREAS, City and 917 Motorsport LLC have tentatively entered into a Grant Agreement for the Development Property (the "Grant Agreement"), a copy of which is attached hereto; and

WHEREAS, it is the determination of the City Council that approval of the Grant Agreement for redevelopment of the Development Property by 917 Motorsport LLC, according to the terms and conditions set out in the Grant Agreement, is in the public interest of the City of Dubuque.

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

Section 1. That the Grant Agreement between the City of Dubuque and 917

Motorsport LLC is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute the Grant Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the Grant Agreement as herein approved.

Passed, approved and adopted this 18th day of March, 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**GRANT AGREEMENT
FOR THE DOWNTOWN REHABILITATION GRANT PROGRAM
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
917 MOTORSPORT LLC**

THIS GRANT AGREEMENT (the “Agreement”), dated for reference purposes the _____ day of March, 2024, by and between the City of Dubuque, Iowa a municipality established pursuant to the Code of Iowa (“City”) and acting under the authorization of Chapter 403 of the Code of Iowa (the “Urban Renewal Act”) and 917 Motorsport LLC (“Grant Recipient”).

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, City has undertaken a program for the development and redevelopment of an area in the city known as the Greater Downtown Urban Renewal District (the “District”), an urban renewal area established pursuant to the Urban Renewal Act, and in connection therewith has established the Downtown Rehabilitation Grant Program (the “Program”); and

WHEREAS, Grant Recipient intends to complete the renovation and rehabilitation of a building located on property within the District locally known as 243 W 10th Street, Dubuque, Iowa owned by Grant Recipient (the “Development Property”), legally described as:

Lot 2 of HARTIG ADDITION, in the City of Dubuque, Iowa, according to the recorded Plat thereof

which will include various improvements to the building, as more specifically detailed in Grant Recipient’s application to the Program (the “Project”); and

WHEREAS, Grant Recipient has applied for a Façade Grant and a Planning & Design Grant for the Project from City under the Program in amounts collectively up to Twenty Thousand Dollars (\$20,000) (the “Grant”), the terms of which are set forth in this Agreement; and

WHEREAS, the City Council believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement, are in the vital and best interests of City and in accord with the public purposes and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted.

NOW THEREFORE, IN CONSIDERATION OF THE PROMISES AND OBLIGATIONS OF THE PARTIES HERETO, EACH OF THEM DOES HEREBY COVENANT AND AGREE WITH THE OTHER AS FOLLOWS:

SECTION 1. MINIMUM IMPROVEMENTS.

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

Façade improvements including rehabilitation of doors and windows

(the “Minimum Improvements”). The Minimum Improvements shall be completed in substantial conformity with the scope and scale described in Grant Recipient’s Application Design Letter attached hereto as Exhibit A and Grant Recipient’s Application to the Program, attached hereto as Exhibit B.

1.2. Security Cameras. Grant Recipient shall install security cameras on the exterior of all newly constructed buildings on the Property and register said cameras with the “Secure Dubuque Personal Surveillance System” described at <https://cityofdubuque.org/2980/Secure-Dubuque> .

1.3. Timing of Minimum Improvements. Grant Recipient shall begin construction of the Minimum Improvements by May 1, 2024 and complete construction of the Minimum Improvements by December 31, 2024. City shall determine in its sole discretion, following an inspection by City’s Building Services Department and/or Planning Department, when the Minimum Improvements have been completed. In order to be considered completed, the Minimum Improvements must be constructed in accordance with the terms of this Agreement, in compliance with the regulations of the Program, and in substantial conformity with Grant Recipient’s Application Design Letter and Grant Recipient’s Application to the Program.

1.4. Certificate of Completion. Promptly following the request of Grant Recipient and upon determination by the City Manager that the Minimum Improvements have been completed as required by this Agreement, the City Manager shall furnish Grant Recipient with a Certificate of Completion in recordable form which shall be a conclusive determination of the satisfaction and termination of the agreements and covenants in this Agreement.

1.5. Construction of Minimum Improvements. Grant Recipient shall complete all work with respect to construction of the Minimum Improvements in conformance with all requirements of the Program, this Agreement, and all federal, state, and local laws, ordinances, and regulations.

1.6. Insurance.

(1) Grant Recipient shall provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements and at its sole cost and expense builder's risk insurance, naming City as lender loss payable, written on a Completed Value Form in an amount equal to one hundred percent (100%) of the building (including Minimum Improvements) replacement value when construction is completed. Coverage shall include the “special perils” form

and Grant Recipient shall furnish City with proof of insurance in the form of a certificate of insurance.

(2) Upon completion of construction of the Minimum Improvements and up to the Termination Date, Developer shall maintain, or cause to be maintained, at its cost and expense property insurance against loss and/or damage to the building (including the Minimum Improvements) under an insurance policy written with the "special perils" form and in an amount not less than the full insurable replacement value of the building (including the Minimum Improvements), naming City as lender loss payable. Developer shall furnish to City proof of insurance in the form of a certificate of insurance.

(3) The term "replacement value" shall mean the actual replacement cost of the building with Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be reasonably determined from time to time at the request of City, but not more frequently than once every three (3) years.

(4) Grant Recipient shall notify City immediately in the case of damage exceeding Fifty Thousand Dollars (\$50,000.00) in amount to, or destruction of, the Development Property or any portion thereof resulting from fire or other casualty. Net proceeds of any such insurance (the "Net Proceeds"), shall be paid directly to Grant Recipient as its interests may appear, and Grant Recipient shall forthwith repair, reconstruct and restore the Development Property to substantially the same or an improved condition or value as it existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Grant Recipient shall apply the Net Proceeds of any insurance relating to such damage received by Grant Recipient to the payment or reimbursement of the costs thereof, subject, however, to the terms of any mortgage encumbering title to the Property, as its interests may appear. Grant Recipient shall complete the repair, reconstruction and restoration of the Development Property whether or not the Net Proceeds of insurance received by Grant Recipient for such purposes are sufficient.

SECTION 2. FURTHER COVENANTS OF GRANT RECIPIENT.

2.1. Operation of Development Property; Housing Vouchers. For and in consideration of the Grant offered under this Agreement, during any operation of the Development Property as a rental residential property, Grant Recipient shall accept, or cause to be accepted, applications from prospective tenants with housing vouchers issued under the U.S. HUD's Section 8 voucher program or a similar program who are otherwise qualified prospective tenants. Grant Recipient shall not deny any tenant a lease based on a public assistance source of income. A public assistance source of income means income and support derived from any tax supported federal, state or local funds, including, but not limited to, social security, supplemental security income, temporary assistance for needy families, family investment program, general relief, food stamps, and unemployment

compensation, housing choice voucher subsidies and similar rent subsidy programs. This Section 4.2 shall survive the termination of this Agreement. If Grant Recipient, or Grant Recipient's successors or assigns violates the requirements of this Section 2.1 as determined by the City Manager in the City Manager's sole discretion after the termination of this Agreement, Grant Recipient or Grant Recipient's successors or assigns shall not be eligible for any City financial assistance programs.

2.2. Real Property Taxes. Grant Recipient shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property.

2.3. No Other Exemptions. Until the Termination Date, Grant Recipient agrees not to apply for any state or local property tax exemptions, except for an application for urban revitalization tax abatement under Iowa Code Chapter 404 and 427, which are available with respect to the Development Property or the Minimum Improvements located thereon that may now be, or hereafter become, available under state law or city ordinance during the term of this Agreement.

2.4. Non-Discrimination. In carrying out the Project, Grant Recipient shall not discriminate against any employee or applicant for employment or tenant upon the basis age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation.

SECTION 3. DOWNTOWN REHABILITATION GRANT PROGRAM.

3.1. Façade Grant. City agrees to provide a matching (1:1) grant not to exceed Ten Thousand Dollars (\$10,000) to reimburse Grant Recipient for documented costs that improve the overall appearance of the Development Property, provided the Project as completed meets the criteria on the terms and conditions set forth in the attached Design Letter.

3.2. Planning and Design Grant. City agrees to provide a matching (1:1) grant not to exceed Ten Thousand Dollars (\$10,000) to reimburse Developer for documented predevelopment costs, architectural and engineering fees and other authorized soft costs associated with the rehabilitation of the Property on the terms and conditions set forth in the attached Design Letter.

3.3. Payment of the Grant. The Grant shall be payable as follows:

- (1) Any and all portions of the Grant shall be funded solely and only from available Program funds;
- (2) Prior to the release of any grant funds, (i) Grant Recipient shall have submitted documentation of its eligible expenses under the corresponding grant program, and (ii) City shall have issued a Certificate of Completion; and

- (3) The Grant funds shall be disbursed directly to Grant Recipient.

SECTION 4. EVENTS OF DEFAULT; REMEDIES.

4.1. Events of Default Defined. Failure by Grant Recipient to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement shall be an "Event of Default."

4.2. Remedies on Default by Grant Recipient. Whenever any Event of Default occurs and is continuing, City, as specified below, may take any one or more of the following actions after the giving of written notice by City to Grant Recipient of the Event of Default, but only if the Event of Default has not been cured within thirty (30) days following such notice, or if the Event of Default cannot be cured within thirty (30) days and Grant Recipient does not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

- (1) City may suspend its performance under this Agreement, including suspension of the payment of any installment of the Grant to Grant Recipient, until it receives assurances from Grant Recipient deemed adequate by City, that Grant Recipient will cure its default and continue its performance under this Agreement;
- (2) City may terminate this Agreement; or
- (3) City may take any action, including legal, equitable, or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

4.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

4.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

SECTION 5. MISCELLANEOUS.

5.1. Conflict of Interest. Grant Recipient represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of City, or its designees or agents, nor any consultant or member of the governing body of City, and no other public official of City who exercises or has exercised any functions or responsibilities with

respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

5.2. Grants, Notices, and Demands. A grant payment, notice, demand, or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(1) In the case of Grant Recipient, is addressed and delivered personally to 917 Motorsport LLC, 18710 Homestead Lane, Durango, IA 52039; Attn: Kevin Colon; and

(2) In the case of City, is addressed and delivered personally to the City of Dubuque at City Hall, 50 W. 13th Street, Dubuque, IA 52001; Attn: City Manager and City Attorney.

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

5.3. Titles of Sections. Any titles of the several parts and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

5.4. Definitions. All capitalized terms used herein shall have the meaning defined herein, unless a different meaning clearly appears from the context.

5.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

5.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

5.7. Amendment. This Agreement may not be amended except by a subsequent writing signed by the parties hereto.

5.8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

5.9. Termination Date. This Agreement shall terminate and be of no further force or effect December 31, 2029, unless the Agreement is terminated earlier by the other terms of this Agreement.

5.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, tenant, contractor, subcontractor, material supplier, or any other person or entity, and no such landowner, tenant, contractor, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

5.11. Indemnification. Grant Recipient hereby agrees to defend, indemnify, and hold harmless City, its officer and employees, against any and all claims of any kind made by Grant Recipient or any third party relating to or arising out of this Agreement, including costs, expenses, or attorneys' fees.

5.12. No Assignment; Non-Transferability. Following the execution of this Agreement and until the Termination Date:

(1) Grant Recipient represents and agrees that it will not transfer, convey or make any assignment of any of its rights or interests in the Development Property, Minimum Improvements, or this Agreement to any other party unless: (i) the transferee partnership, corporation, or individual assumes in writing all of the obligations of Grant Recipient under this Agreement, and (ii) City consents thereto in writing in advance thereof; and

(2) Grant Recipient represents and agrees that it will not assign its rights or interests in this Agreement, including the Grant, to any other party unless City consents thereto in writing in advance thereof.

CITY OF DUBUQUE, IOWA

917 MOTORSPORT LLC

By: _____
Brad M. Cavanagh, Mayor

By:  _____
Kevin Conlon, Member

ATTEST:

Adrienne N. Breitfelder, City Clerk

EXHIBIT A
DESIGN LETTER

MEMORANDUM

TO: Jill Connors, Economic Development Director

FROM: Chris Happ Olson, Assistant Planner *CHO*

SUBJECT: Façade Grant: 243-247 W. 10th St.; Kevin Conlon, 917 Motorsport LLC

DATE: February 6, 2024

Introduction

This memorandum forwards the requested design review for work funded with a Façade Grant for the property located at 243-247 W. 10th Street.

Background

The [City of Dubuque Architectural Guidelines](#), the [Secretary of the Interior Standards for the Treatment of Historic Properties](#) and applicable Technical Preservation Services [Preservation Briefs](#) published by the National Park Service (NPS) apply to this project.

Discussion

This structure is located in the Upper Main Street National Register Historic District (NRHD), as amended in 2010, and is located in the Jackson Park Neighborhood Conservation District. As described below in the aforementioned NRHD nomination, the structure is considered non-contributing. The owner's desire to recreate the windowed façade along the west alley side and re-open the storefront into one that is more in line with traditional and the original storefront helps the structure to better to relate to its neighbors within this district and is therefore worthy of funding through the City's Façade Grant package. The following image was provided by the owner.



The following excerpt from the National Register nomination amendment in 2010 shows the status as evaluated by consultant Jim Jacobsen.

NPS Form 10-500-a
(8-86)

United States Department of the Interior
National Park Service

OMB Approval No. 1024-0018

**National Register of Historic Places
Continuation Sheet**

Section number 7 Page 11

Upper Main Street Historic District Amendment

Dubuque, Iowa

Master Building List:

Address	Construction Date	Eligibility Rating and Resource Count
909 Main Street	1895	Contributing, one building
951 Main Street	1876	Contributing, one building
955 Main Street	1886	Contributing, one building
965 Main Street	1901	Contributing, one building
243 West 10 th Street	1909	Non-contributing due to storefront replacement, one building
1000 Main Street	1895	Contributing (massing, style), one building

The scope of work depicted and described in the drawings and budget meet the Architectural Guidelines and the project is recommended for approval as submitted.

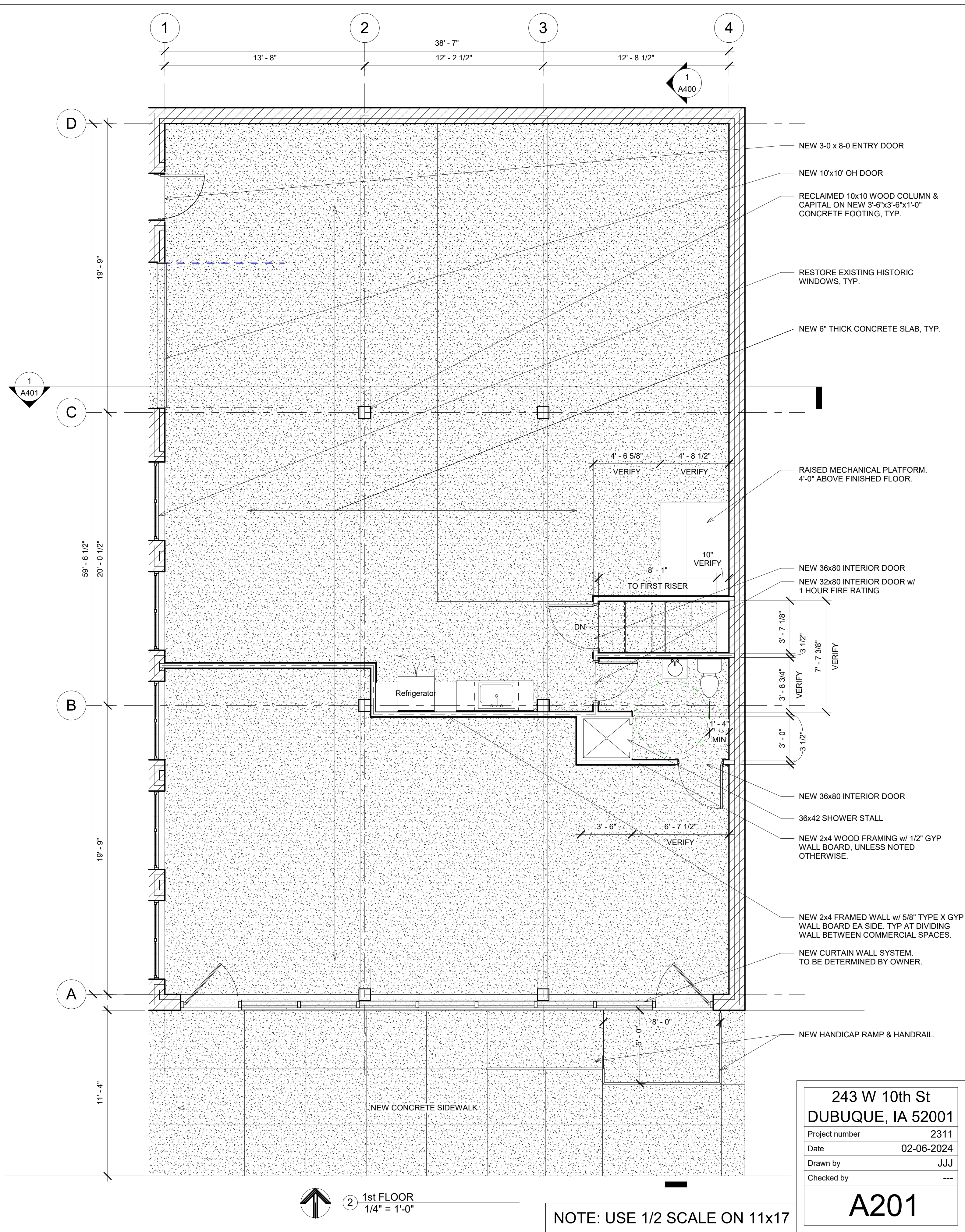
Please note that all work completed must have relevant permitting and permission, working with the Inspection and Construction Services Division (formerly Building Department) and Engineering Department as necessary.

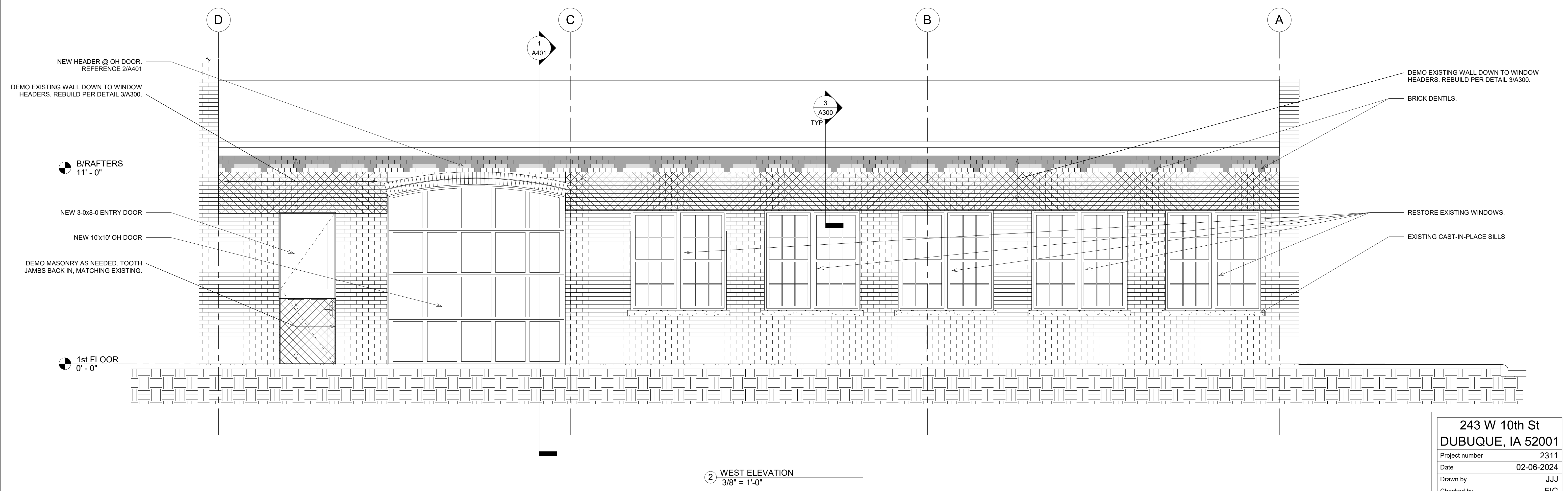
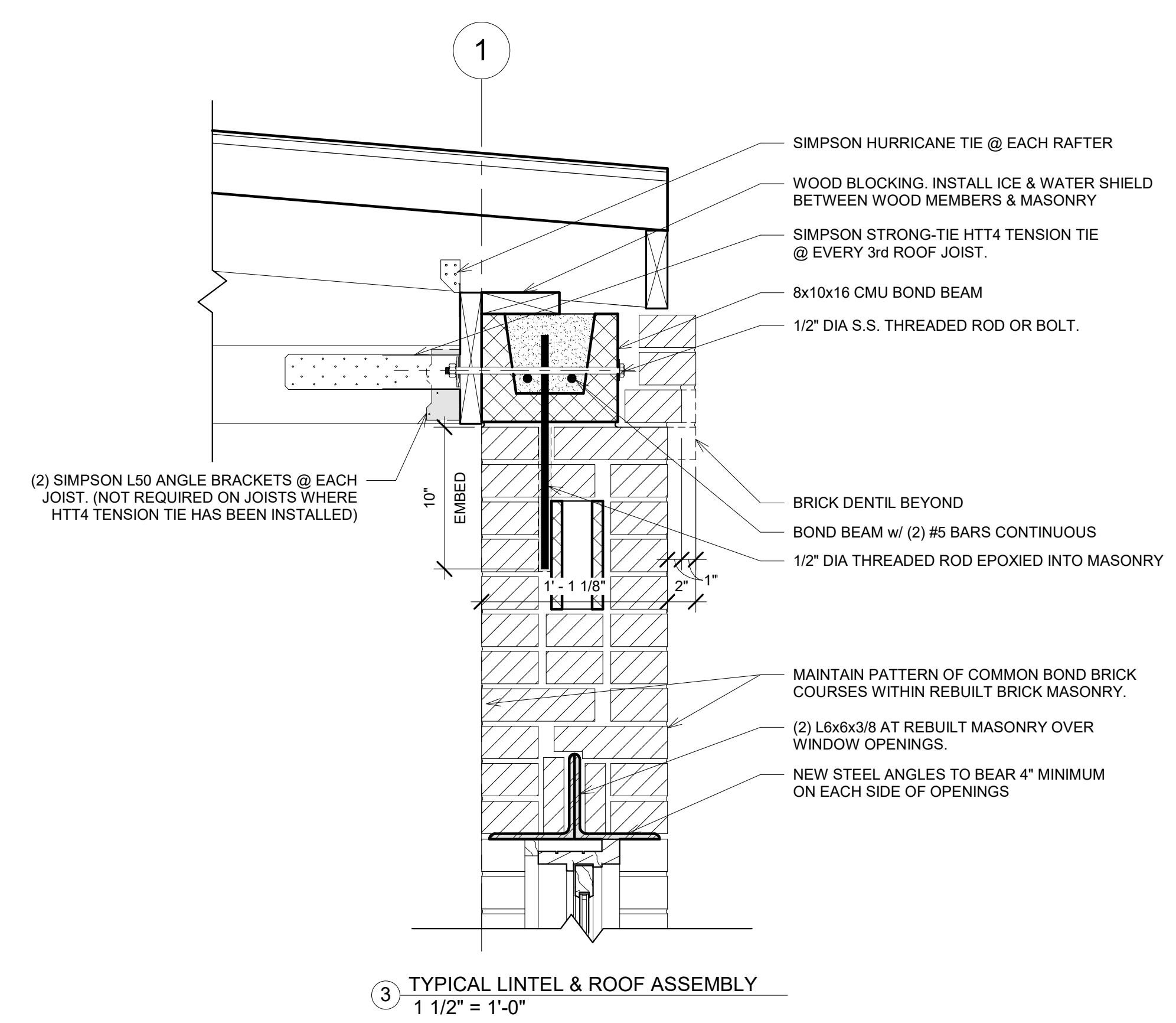
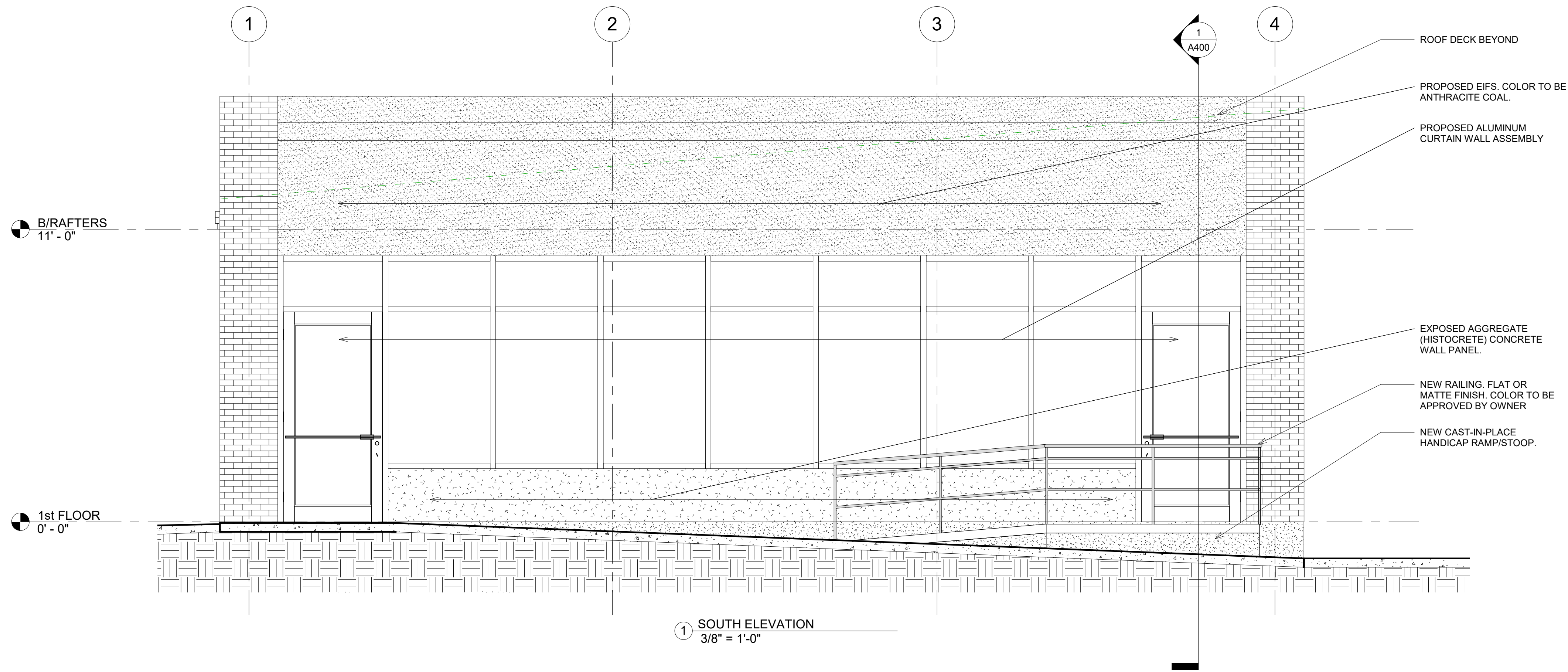
Requirements

The project, if done in accordance with the described scope of work and drawings will meet the applicable guidelines and standards and is recommended for approval in terms of design review. Any deviation from the approved scope of work must be reviewed and approved by the Economic Development and Planning Services Departments prior to initiation. **It is the property owner's responsibility to read and understand the terms of approval as well as ensure compliance with the project requirements. It is the property owner's responsibility to obtain the necessary building permits prior to starting work. It is the property owner's responsibility to ensure all contractors understand and properly execute all expectations of the project. Failure to comply with the approved scope of work will result in forfeiture of all funding.**

ENCLOSURES: budget and drawings

CC: Mike Belmont, Building Official
Wally Wernimont, Planning Services Director

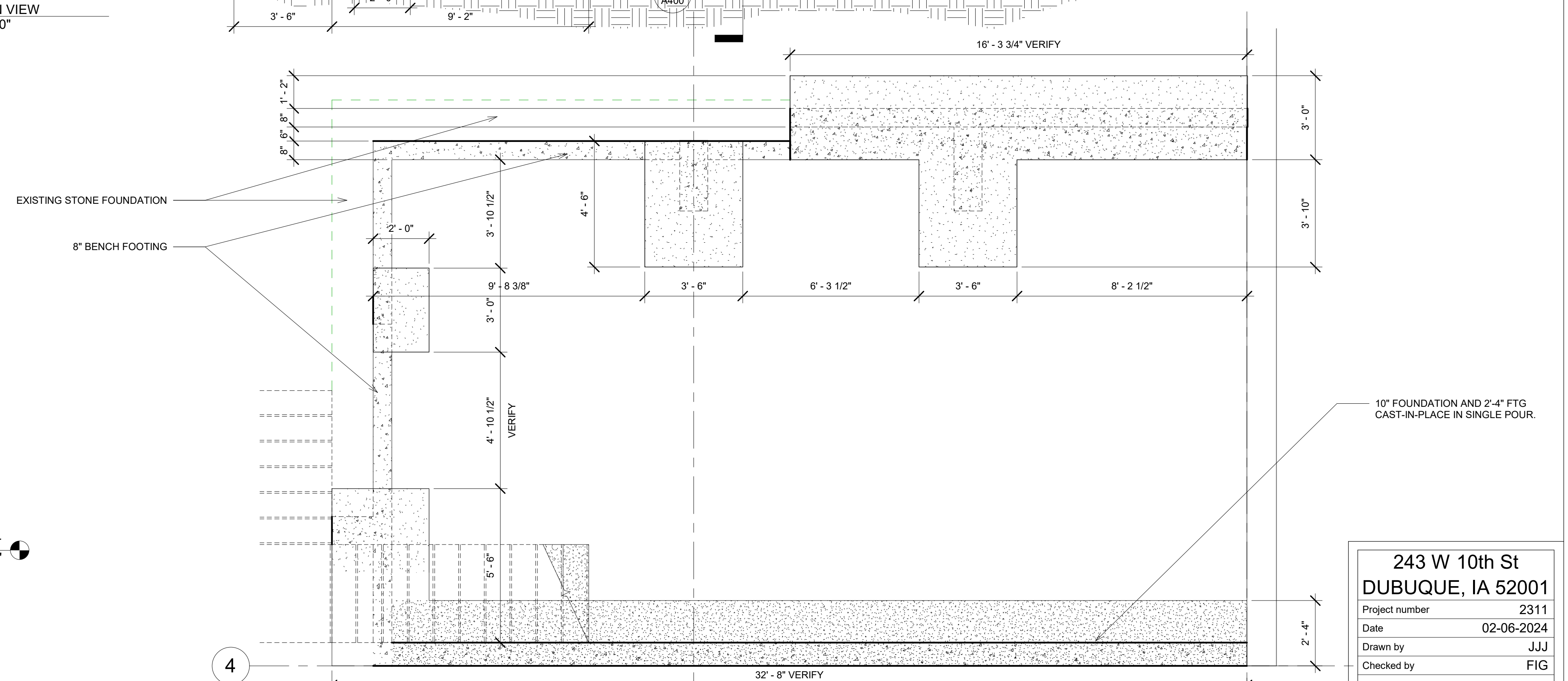
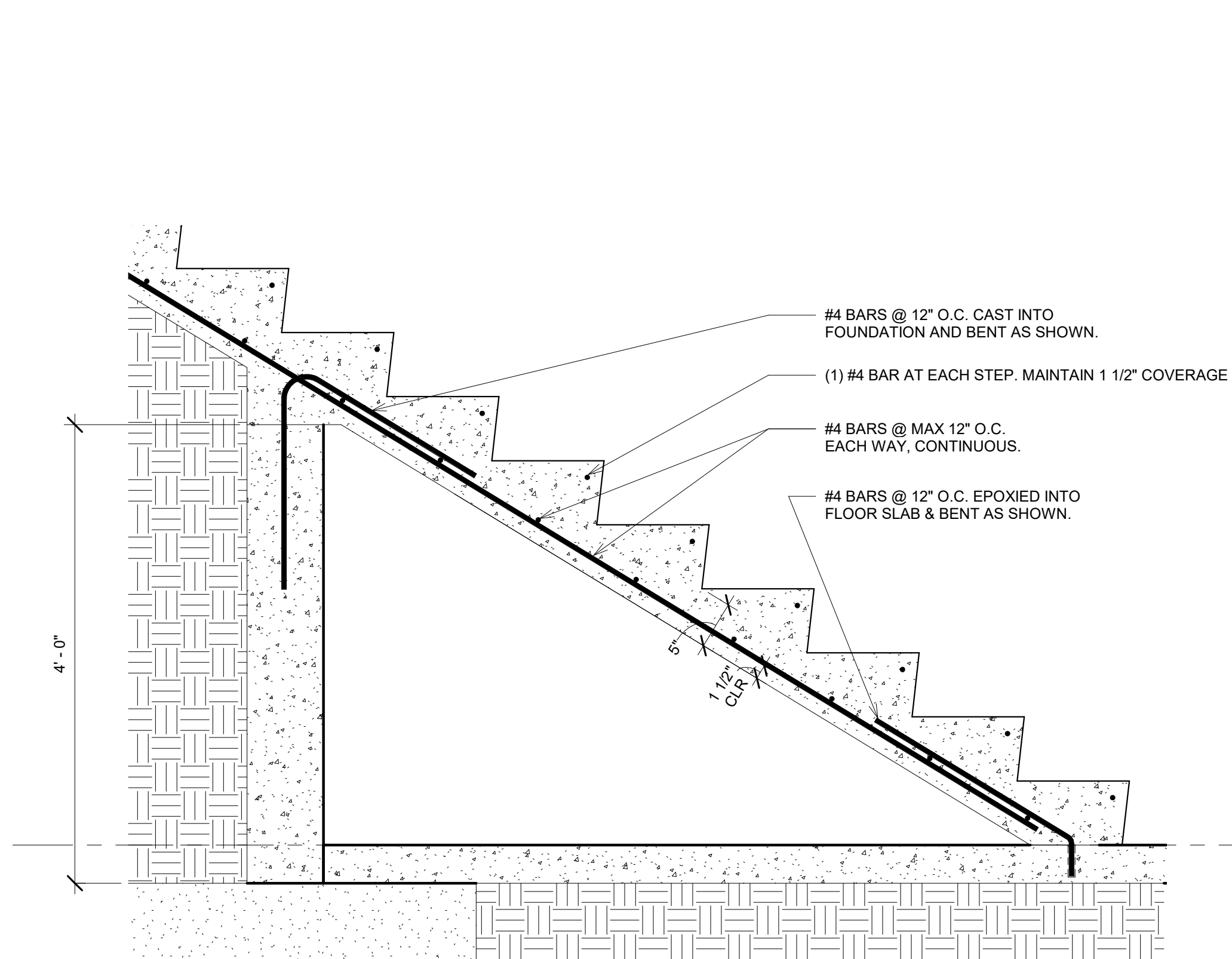
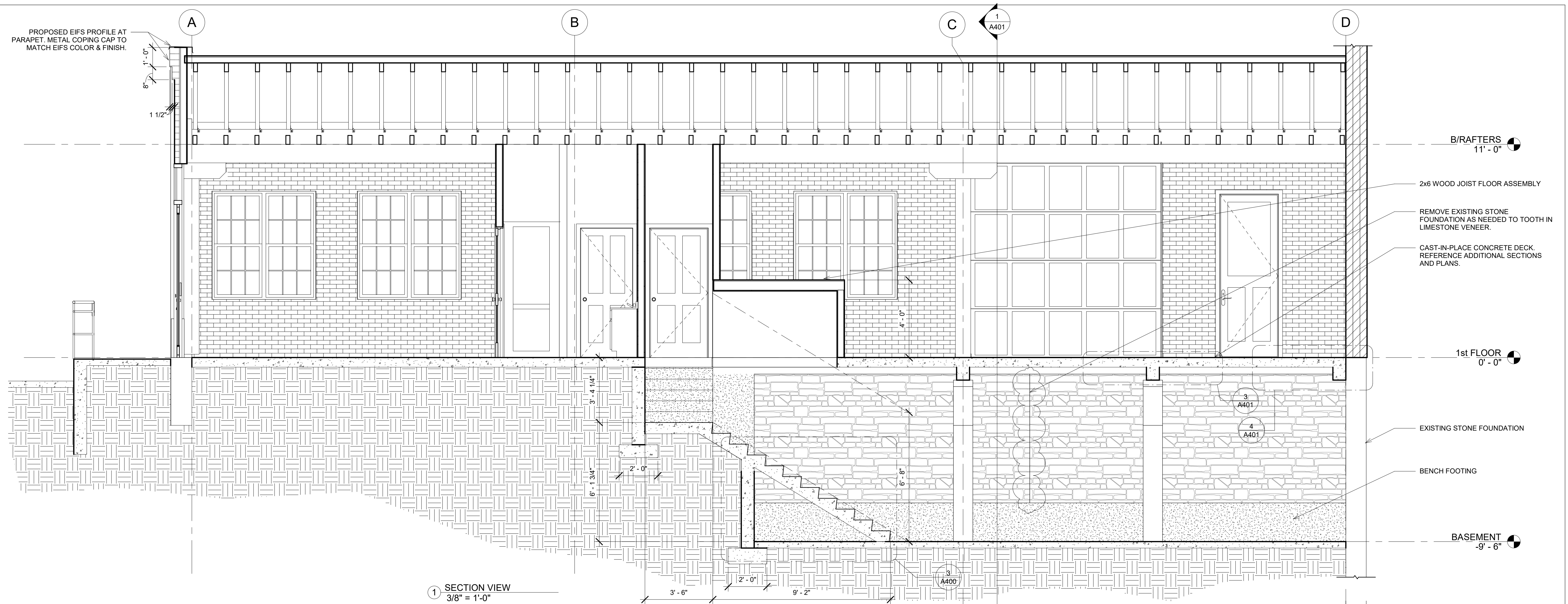




NOTE: USE 1/2 SCALE ON 11x17

243 W 10th St DUBUQUE, IA 52001	
Project number	2311
Date	02-06-2024
Drawn by	JJJ
Checked by	FIG

A300



2 BASEMENT - FTG PLAN
3/8" = 1'-0"

NOTE: USE 1/2 SCALE ON 11x17

243 W 10th St	
DUBUQUE, IA 52001	
Project number	2311
Date	02-06-2024
Drawn by	JJJ
Checked by	FIG

A400

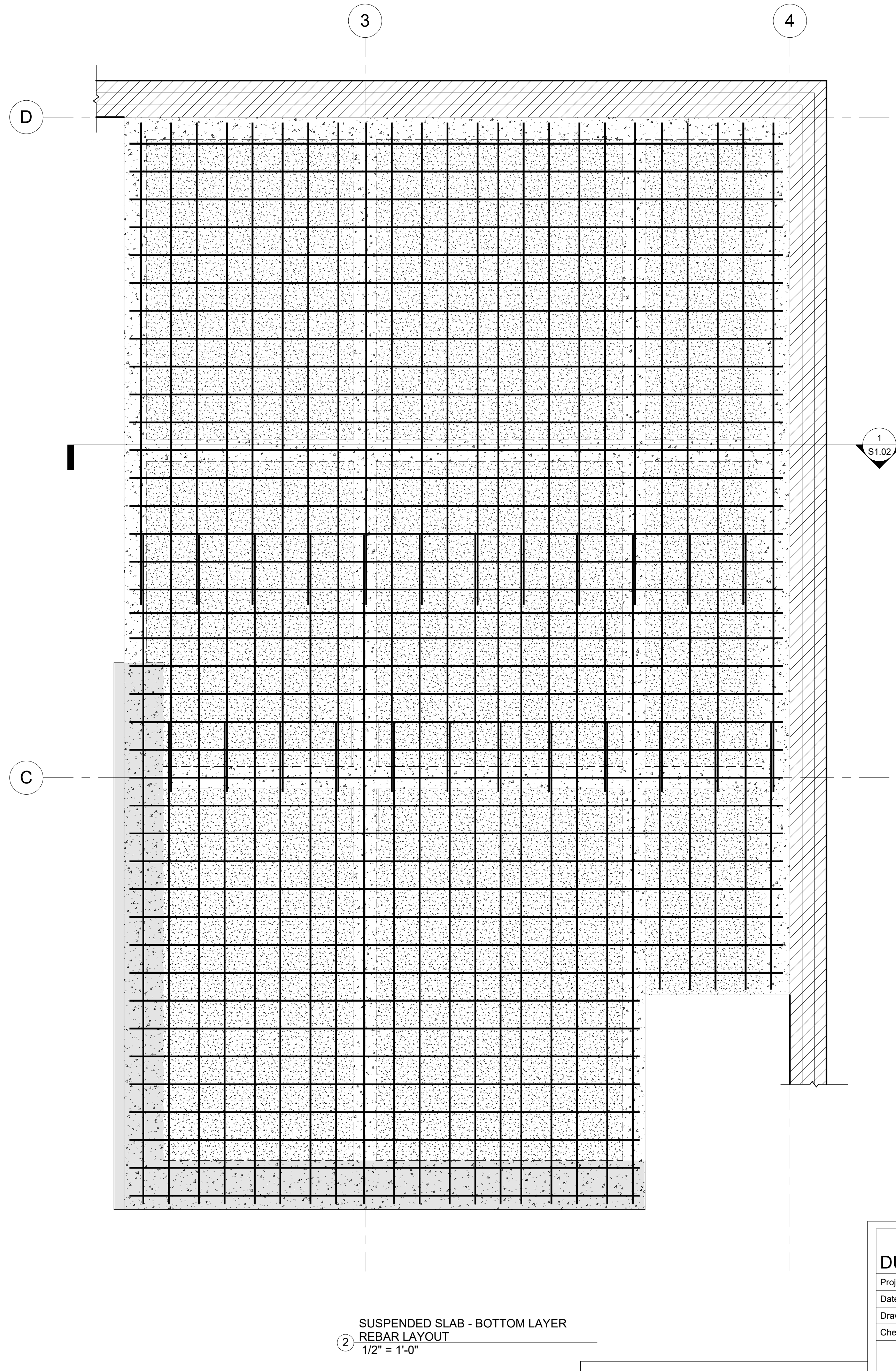
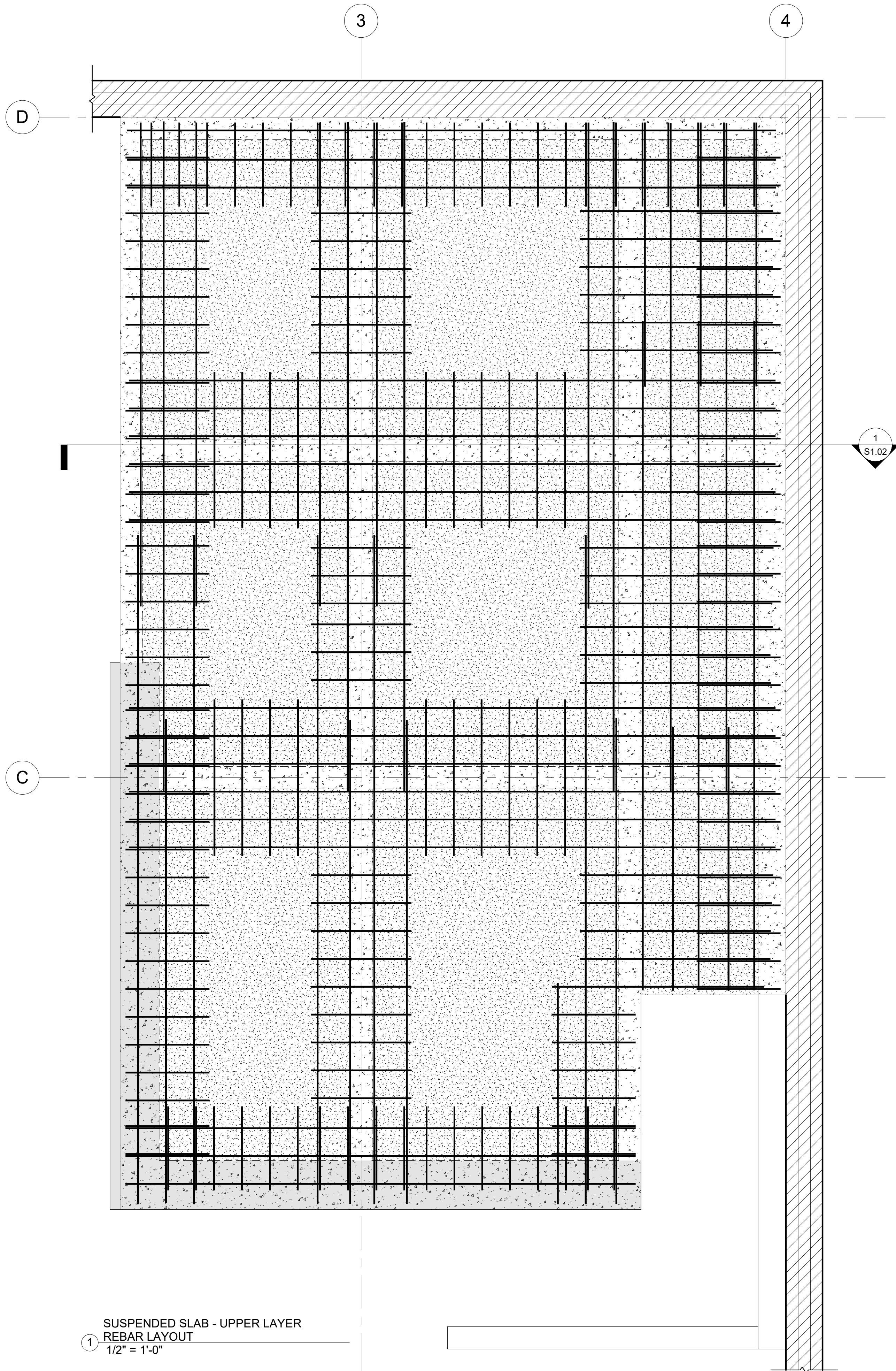


② ISOMETRIC VIEW - OVERALL

NOTE: USE 1/2 SCALE ON 11x17

243 W 10th St DUBUQUE, IA 52001	
Project number	2311
Date	02-06-2024
Drawn by	JJJ
Checked by	---

A450



NOTE: USE 1/2 SCALE ON 11x17

243 W 10th St DUBUQUE, IA 52001	
Project number	2311
Date	02-06-2024
Drawn by	JJJ
Checked by	FIG

S1.01

STANDARD HOOK DETAILS

DETAILING DIMENSION

HOOK A OR G

4db OR 9/32" MIN

BAR SIZES	D= FINISHED INSIDE BEND DIAMETER	
	STANDARD HOOKS	STIRRUP/TIE HOOKS
#3, #4, #5	6 db	4 db
#6, #7, #8	6 db	6 db
#9, #10, #11	8 db	8 db
#14, #18	10 db	10 db

db = NOMINAL BAR DIAMETER

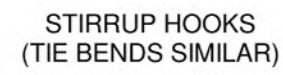
DETAILING DIMENSION

A OR G

12 db

90 DEG.

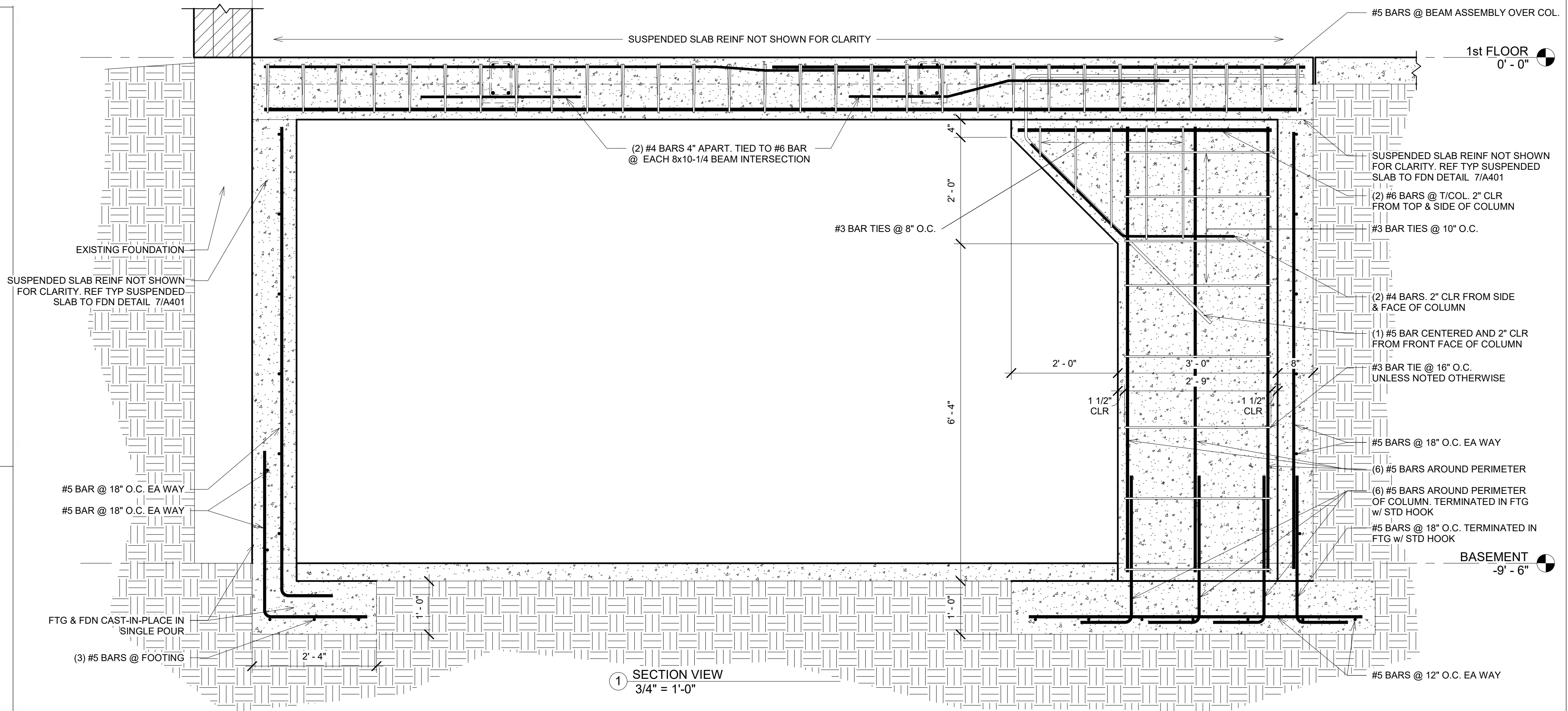
D= BEND DIAMETER

SEISMIC STIRRUP/ TIE

135 DEG SEISMIC HOOK			
SIZE	D	A OR G	APPROX. H
#3	1 1/2"	4 1/4"	3"
#4	2"	4 1/2"	3"
#5	2 1/2"	5 1/2"	3 3/4"
#6	4 1/2"	7 3/4"	4 1/2"
#7	5 1/4"	9"	5 1/4"
#8	6"	10 1/4"	6"

CONCRETE STRENGTH	SPLICE TYPE	#4	#5	#6	#7	#8	#9
		4000 PSI	CLASS A TOP	25	31	37	54
CLASS A	19		24	29	42	48	54
CLASS B TOP	33		41	49	71	81	91
CLASS B	25		31	37	54	62	70
4500 PSI	CLASS A TOP	24	30	35	51	59	66
	CLASS A	18	23	27	40	54	51
	CLASS B TOP	31	38	46	67	76	86
	CLASS B	24	30	35	51	59	66
5000 PSI	CLASS A TOP	23	28	34	49	56	63
	CLASS A	17	22	26	38	43	48
	CLASS B TOP	29	36	44	63	72	81
	CLASS B	23	28	34	49	56	63

4



S-2

S-3

S1.02

2/6/2024 10:13:25 AM

Job # 23-10	SCHEDULE OF VALUES	11/21/2023
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Kevin Conlon
243 W 10th Street, Dubuque, Iowa

OVERALL BUDGET - LAST UPDATED 11/21/2023		
COST CODE #	DESCRIPTION	SUBTOTAL
00-8300	Drawings/Specs/Design	\$ 19,650.00
00-8900	Permits	\$ 1,600.00
01-3100	Project Site Admin	\$ 9,000.00
01-5000	General Conditions	\$ 3,250.00
01-5450	Equipment Rental	\$ 8,000.00
01-7400	Dumpsters & Disposal	\$ 2,375.00
02-0500	Deconstruction	\$ 8,300.00
02-2000	Excavation, Trenching, Grading, Site Work	\$ 7,800.00
03-3000	Concrete	\$ 27,600.00
04-5000	Masonry Restoration	\$ 37,300.00
05-1000	Structural & Misc Steel	\$ 4,850.00
06-1000	Rough Carpentry	\$ 10,880.00
06-2000	Finish Carpentry	\$ 5,200.00
06-4000	Cabinetry	\$ 2,800.00
06-5000	Solid Surface Countertops	\$ 1,000.00
07-2000	Insulation	\$ 13,500.00
07-5000	Roofing	\$ 31,200.00
08-1000	Doors & Hardware	\$ 9,100.00
08-6000	Windows	\$ 8,250.00
08-8800	Aluminum Storefront	\$ 18,000.00
09-1000	Taping & Finishing	\$ 3,200.00
09-2500	Gyp Wall Board Assemblies	\$ 5,500.00
09-3000	Ceramic Tile	\$ 2,000.00
09-9000	Painting	\$ 6,500.00
11-4500	Appliances	\$ 2,350.00
15-4000	Plumbing Systems	\$ 8,800.00
15-5000	HVAC Systems - Includes In Floor Heat System	\$ 41,200.00
16-0500	Electrical Systems	\$ 21,900.00
17-1000	10% Contingency	\$ 32,110.50
17-2000	Construction Management [5%]	\$ 17,660.78
TOTAL:		\$ 370,876.28

**EXHIBIT B
APPLICATION**

Facade Grant Applications

APPLICANT INFORMATION

[Block sender](#)

Applicant: Kevin Conlon

Telephone:

E-mail Address:

Applicant Mailing Address 18710 Homestead Lane

Applicant Mailing Address *Field not completed.*

City Durango

State IA

Zip 52039

(Section Break)

PROJECT INFORMATION

Address of Project 243-247 W. 10th Street

Address of Project *Field not completed.*

City	Dubuque
State	IA
Zip	52001
Building Owner:	917 Motorsport, LLC
Which assistance program(s) is this project seeking?	Façade Grant Program, Financial Consultant Grant Program, Planning and Design Grant Program
Has applicant discussed details of this project with the City of Dubuque Planning Department and been made aware of the City's design review guidelines?	Yes
If yes, with whom?	Jill Connors
Construction schedule of project (commencement and completion):	Emergency stabilization was begun in August to keep the roof and walls up. Roof was replaced, and currently roof support posts and footings are being addressed to stabilize the structure before winter and possible snow-load issues until the facade can be addressed in the spring of 2024.

(Section Break)

A. Current Physical Condition of Building:	The building, when purchased, had a collapsing and leaking roof and the walls were in desperate need of immediate stabilization. The brick and mortar on 3 walls is failing due to age and years of neglect. The north and east walls have bowing inward of two wall sections. The North wall is a shared wall with the building at 1033 Main Street containing O'Toole Office Supply. The west wall on the alley containing 6 windows and a garage door is the most unstable due to sagging wood window lintels tipping the brick wall inward below the roof trusses. The extent of the damage to the brickwork was not fully realized until the interior walls were removed during demolition. Immediate stabilization was required before new support posts, footings and concrete floor can be replaced.
--	--

(Section Break)

B. Proposed Modification of Building (written):	The front of the building in the late 1920's photo we have located was a glass window wall on the entire 10th Street facade containing two businesses. Unless earlier photos are uncovered from closer to it's original completion in 1900, we
---	--

are intent to proceed with replacement of the 'original' glass storefront.

Grant assistance would keep the project on track to begin removal of the facade built in the early 1950's and return the structure to it's intended design from 1900.

(Section Break)

C. Proposed Modification of Building (visual): [Attachment C - Drawings.pdf](#)

(Section Break)

D. Impact Statement: How will the project further the revitalization of downtown?

From the early 1920's the building supported two businesses. After the remodel of the property in the early 1950's, the building supported four different businesses concurrently - 3 storefronts and a garage in the rear. Our goal is to design the space to support further flexibility in the structure to accommodate various commercial tenants. The building had fallen into disrepair over the last 30 years, ultimately becoming a rat-infested hoarder building. At the building auction in July, two bidders wanted the property to create a parking lot for more off-street parking. The photo from the 1920's shows a beautiful glass facade with stunning curb appeal... we want that again.

Number of current housing units on property:

0

Number of new housing units created from project:

0

Number of jobs currently in building:

0

Number of jobs created after project completed:

Unknown

Square footage of storefront space rehabbed:

2700 sq/ft

Rent rate being offered in rehabbed storefront:

1,200 square feet for 10 years

(Section Break)

E. Building Ownership [Attachment E - Parcel Report 1024459014.pdf](#)

(Section Break)

F. Building Ownership (organization)	N/A
Proof of organization approval:	<i>Field not completed.</i>
(Section Break)	
G. Applicant Ownership Interests (other properties):	Yes
If yes, please list addresses:	1491 Main Street
Do the above properties comply with all applicable City of Dubuque ordinances and regulations?	Yes
(Section Break)	
H. Property Signage	Yes
If the above answer is "No" OR the applicant is proposing new signs, please describe the design materials and colors that will be used on the sign face, how the sign will be displayed, and any lighting proposed.	N/A
(Section Break)	
I. Leverage Sources:	No
If yes, with whom?	<i>Field not completed.</i>
Please list other sources of funding and financing for this project, and whether the sources are already secured:	Personal funding by us, Kevin and Rose Conlon, with a building mortgage through GreenState CU. We have also secured funding from Dubuque Main Street Swap Grant for help in brick stabilization as a matching grant up to \$10,000.
(Section Break)	
J. Bids	Attachment J - Budget.pdf
(Section Break)	
K. Certificate of Insurance	Attachment K - Insurance.pdf

(Section Break)

Please complete the applicable sections below for the program(s) you are applying your project for. For the program(s) you are NOT applying for, please list "N/A".
*NOTE: Grant Funds will be disbursed upon completion of work, documentation of costs and an inspection of completed project at a rate of \$.50 for each \$1.00 of costs incurred, up to maximum amount of grant committed. Written requests for payment must be submitted to the Economic Development Department. **Paid invoices and/or cancelled checks will be required to confirm expenditures.*

(Section Break)

FACADE GRANT

What are the estimated costs for façade improvements? \$32,100

How much assistance is the project requesting? \$10,000

What is the construction schedule for façade improvements? Spring 2024

Will the project include repointing or tuck pointing? Yes

(Section Break)

FINANCIAL CONSULTANT GRANT

What are the estimated costs for financial consultant services? 0

How much assistance is the project requesting? 0

(Section Break)

PLANNING AND DESIGN GRANT

What are the estimated costs for financial consultant services? \$21,650

How much assistance is the project requesting? \$10,000

Email not displaying correctly? [View it in your browser.](#)

City of Dubuque
City Council Meeting

Consent Items # 015.

ITEM TITLE:	Tobacco Compliance Settlement Agreements for Tobacco License Holders - Fuel Express Food Mart and EZ Stop 1	
SUMMARY:	City Manager recommending approval and the Mayor's signature on the following Tobacco Compliance Settlement Agreements between the City of Dubuque and the following retailers: Fuel Express Food Mart, 250 W. 1st Street, First and Second Violations and EZ Stop 1, 1101 Rhomberg Ave, First Violation.	
SUGGESTED DISPOSITION:	Suggested Disposition: Receive and File; Approve	
<u>ATTACHMENTS:</u>		
Description		Type
MVM Memo		City Manager Memo
Tobacco Compliance Settlements		Staff Memo

TO: The Honorable Mayor and City Council Members
FROM: Michael C. Van Milligen, City Manager
SUBJECT: Tobacco Compliance Settlement Agreements
DATE: August 31, 2023

Chief of Police Jeremy Jensen is recommending City Council approval and Mayor signature on the following Tobacco Compliance Settlement Agreements between the City of Dubuque and the following retailers:

Retailer	Address	Violation Date
Fuel Express Food Mart	250 W. 1 st Street	04/14/2023-1 st Violation
Fuel Express Food Mart	250 W. 1 st Street	06/15/2023-2 nd Violation
EZ Stop 1	1101 Rhomberg Ave	06/22/2023-2 nd Violation

The Retailers have elected to forego a public hearing and will instead submit to statutory penalties prescribed by law. Fuel Express has agreed to a \$300 fine (1st Violation) and Fuel Express and EZ Stop 1 has agreed to a \$1500 fine for 2nd violations. The businesses listed above have submitted payment to the Police Department.

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

March 7, 2024

To: Michael C Van Milligan
City Manager

From: Jeremy Jensen
Chief of Police

Re: Tobacco Compliance Settlement Agreements

INTRODUCTION

This memo will detail the Tobacco Compliance settlement between the City of Dubuque and the following retailers:

Retailer	Address	Violation Date
Fuel Express Food Mart	250 W. 1 st St	04/14/2023-1 st Violation
Fuel Express Food Mart	250 W. 1 st St	06/15/2023-2 nd Violation
EZ Stop 1	1101 Rhomberg Ave	06/22/2023-2 nd Violation

BACKGROUND

The Retailers have at tobacco license for their establishment in the city of Dubuque. The Dubuque Police Department conducted a tobacco compliance check and an employee sold nicotine-based tobacco products, which is governed under Iowa's tobacco laws, to underage youth compliance monitors.

The Retailers have elected to forego a public hearing and will instead submit to statutory penalties prescribed by law. Fuel Express has agreed to a \$300 fine (1st Violation) and Fuel Express and EZ Stop 1 has agreed to a \$1500 fine for 2nds violations. The businesses listed above have submitted payment to the Police Department.

CONCLUSION & RECOMMENDATION

The city Legal Department and the Police Department have reviewed the agreement and concur with the requirements.

ACTION REQUESTED

City Manager review, City Council Approve, and Mayor Cavanagh signature of the attached Acknowledgement/Settlement Agreement.

cc: Crenna Brumwell

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT
Tobacco Compliance – 1st Violation

RE: Fuel Express Food Mart
250 W. 1st Street
Dubuque, IA 52001

I, Sheila Gimer, on behalf of Fuel Express Food Mart, hereby knowingly and voluntarily acknowledge that:

- a) Fuel Express Food Mart received the notice regarding the above referenced case.
- b) Fuel Express Food Mart admits that the facts and allegations are true and correct.
- c) Fuel Express Food Mart waives a hearing and submits to the statutory penalties prescribed by law.
- d) Fuel Express Food Mart understands that this violation will count as an official "First Violation – Tobacco Compliance" of City of Dubuque Code of Ordinances Section 7-5A-15, pursuant to Iowa Code §805.8C.

Fuel Express Food Mart has a tobacco permit for 250 W. 1st Street. Violation of the tobacco permit occurred as follows:

<u>Violation Date</u>	<u>Violation Type</u>	<u>Violation Number</u>
April 14, 2023	Tobacco Violation	1 st Violation

Under the foregoing Iowa Code provisions, «Business_Name» is subject a three hundred dollar (\$300.00) fine. In accordance with Iowa Code §805.8C, Fuel Express Food Mart accepts the following penalty:

- Three hundred dollar (\$300.00) fine.

Fuel Express Food Mart

Sheila Gimer
Signature

Sheila Gimer
Name – Please Print

2/23/24
Date

Signature

Name – Please Print

Date

NOTE: This must be signed by an individual tobacco permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

THEREFORE, in lieu of a hearing, the City of Dubuque City Council hereby orders that the foregoing civil penalty has been remitted by Fuel Express Food Mart to the City of Dubuque – Police Department.

PASSED AND APPROVED this ____ day of _____, 20____.

Brad M. Cavanagh, Mayor

Attest:

Adrienne Breitfelder, City Clerk

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT
Tobacco Compliance – 2nd Violation

RE: Fuel Express Food Mart
250 W. 1st Street
Dubuque, IA 52001

I, Shirley Gmel, on behalf of Fuel Express Food Mart, hereby knowingly and voluntarily acknowledge that:

- a) Fuel Express Food Mart received the notice regarding the above referenced case.
- b) Fuel Express Food Mart admits that the facts and allegations contained in the Complaint, which is attached hereto and incorporated herein by reference, are true and correct.
- c) Fuel Express Food Mart waives a hearing and submits to the statutory penalties prescribed by law.
- d) Fuel Express Food Mart understands that this violation will count as an official "Second Violation – Tobacco Compliance" of City of Dubuque Code of Ordinances Section 7-5A-15, pursuant to Iowa Code §805.8C.

Fuel Express Food Mart has a tobacco permit for 250 W 1st Street. Violation of the tobacco permit occurred as follows:

<u>Violation Date</u>	<u>Violation Type</u>	<u>Violation Number</u>
April 14, 2023	Tobacco Violation	1 st Violation
June 15, 2023	Tobacco Violation	2 nd Violation

Under the foregoing Iowa Code provisions, Fuel Express Food Mart is subject to the following:

☒ (1) A one thousand five hundred dollar (\$1,500) fine

OR

☐ 2) A thirty (30) day suspension of the tobacco permit.

In accordance with Iowa Code §805.8C, Fuel Express Food Mart chooses one of the following penalties:

☒ One thousand five hundred dollar (\$1,500) fine

☐ Thirty (30) day tobacco permit suspension

Fuel Express Food Mart

Sheila Ginner
Signature

Signature

Sheila Ginner
Name – Please Print

Name – Please Print

2/24/24
Date

Date

NOTE: This must be signed by an individual tobacco permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

THEREFORE, in lieu of a hearing, the City of Dubuque City Council hereby orders that the foregoing civil penalty has been remitted by Fuel Express Food Mart to the City of Dubuque – Police Department.

PASSED AND APPROVED this ____ day of _____, 20____.

Brad Cavanagh, Mayor

Attest:

Adrienne Breitfelder, City Clerk

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT
Tobacco Compliance – 2nd Violation

RE: EZ Stop I
1101 Rhomberg Avenue
Dubuque, IA 52001

I, NKOLE M KABONGED on behalf of EZ Stop I, hereby knowingly and voluntarily acknowledge that:

- a) EZ Stop I received the notice regarding the above referenced case.
- b) EZ Stop I admits that the facts and allegations contained in the Complaint, which is attached hereto and incorporated herein by reference, are true and correct.
- c) EZ Stop I waives a hearing and submits to the statutory penalties prescribed by law.
- d) EZ Stop I understands that this violation will count as an official "Second Violation – Tobacco Compliance" of City of Dubuque Code of Ordinances Section 7-5A-15, pursuant to Iowa Code §805.8C.

EZ Stop I has a tobacco permit for 1101 Rhomberg Avenue. Violation of the tobacco permit occurred as follows:

<u>Violation Date</u>	<u>Violation Type</u>	<u>Violation Number</u>
April 28, 2023	Tobacco Violation	1 st Violation
June 22, 2023	Tobacco Violation	2 nd Violation

Under the foregoing Iowa Code provisions, EZ Stop I is subject to the following:

- 1) A one thousand five hundred dollar (\$1,500) fine


OR

- 2) A thirty (30) day suspension of the tobacco permit.

In accordance with Iowa Code §805.8C, EZ Stop I chooses one of the following penalties:

- ☒ One thousand five hundred dollar (\$1,500) fine
- ☐ Thirty (30) day tobacco permit suspension

EZ Stop I



Signature

Signature

NIKOLA M KABONHO
Name – Please Print

Name – Please Print

2/15/24
Date

Date

NOTE: This must be signed by an individual tobacco permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

THEREFORE, in lieu of a hearing, the City of Dubuque City Council hereby orders that the foregoing civil penalty has been remitted by EZ Stop I to the City of Dubuque – Police Department.

PASSED AND APPROVED this ____ day of _____, 20____.

Brad Cavanagh, Mayor

Attest:

Adrienne Breitfelder, City Clerk

**City of Dubuque
City Council Meeting**

Consent Items # 016.

ITEM TITLE:	Approval of Retail Alcohol Licenses and Retail Tobacco, Alternative Nicotine, and Vapor Product Permit Applications	
SUMMARY:	City Manager recommending approval of the Retail Alcohol Licenses and the Tobacco, Alternative nicotine, and Vapor product Permits as submitted.	
	RESOLUTION 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	
	RESOLUTION Approving applications for retail permits to sell Tobacco, Tobacco Products, Alternative Nicotine Products, and Vapor Products, as required by Iowa Code §453A.47A	
SUGGESTED DISPOSITION:	Suggested Disposition: Receive and File; Adopt Resolution(s)	
<u>ATTACHMENTS:</u>		
Description	Type	
MVM Memo	City Manager Memo	
Retail Liquor License Renewal	Staff Memo	
Memo on Retail Alcohol License Approvals	Staff Memo	
Alcohol Resolution	Resolutions	
Class E Memo	Supporting Documentation	
Tobacco Permit Approval Memo	Staff Memo	
Tobacco Resolution	Resolutions	

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Retail Alcohol Licenses for the following:

- Chopper's, 601 Rhomberg Ave
- Classic and Chic Boutique, STE 200, 1065 Jackson St
- Eagles Club, 1175 Century Dr
- Grand River Center, 500 Bell St
- Lina's Thai Bistro STE 200, 2055 Holliday Dr
- McAleece Park & Recreation Complex, 1801 Admiral Sheehy Dr.
- Noonan's Tap, 1618 Central Ave
- Phoenix Theatres, 555 John F. Kennedy Rd, STE 105
- Salsa's Mexican Restaurant, 1091 Main St
- Sportsters Pub & Grub, 2600 Central Ave
- The Vault Restaurant & Cocktail Lounge, 342 Main St

New Applications

- Port of Dubuque Marina, 2200 Bunker Hill Rd.
- Dubuque Marina and Yardarm, 1201 Shiras Ave. Extension

Change in Ownership

- Kwik Star 236, 2035 John F Kennedy Rd.
- Kwik Star 495, 2685 Dodge St.
- Tobacco Outlet Plus 504, 806 Wacker Dr.

DATE: March 11, 2024

Chief of Police Jeremy Jensen is recommending approval of the Retail Alcohol License renewals for: Chopper's 601 Rhomberg Ave, Classic and Chic Boutique, STE 200, 1065 Jackson St, Eagles Club, 1175 Century Dr, Grand River Center, 500 Bell St, Lina's Thai Bistro STE 200, 2055 Holliday Dr, McAleece Park & Recreation Complex, 1801 Admiral Sheehy Dr., Noonan's Tap, 1618 Central Ave, Phoenix Theatres, 555 John F. Kennedy Rd, STE 105, Salsa's Mexican Restaurant, 1091 Main St, Sportsters Pub & Grub, 2600 Central Ave, The Vault Restaurant & Cocktail Lounge, 342 Main St.; and City Clerk Adrienne Breittfelder is recommending approval of New Applications for: Port of Dubuque Marina, 2200 Bunker Hill Rd.; Dubuque Marina and Yardarm, 1201 Shiras Ave. Extension; and Change in Ownership applications for: Kwik Star 236, 2035 John F Kennedy Rd; Kwik Star 495, 2685 Dodge St.; and Tobacco Outlet Plus 504, 806 Wacker Dr.

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
Adrienne Breittfelder, City Clerk
Trish Gleason, Assistant City Clerk

MEMORANDUM

DATE: February 14, 2024

TO: Michael C. Van Milligen
City Manager

FROM: Jeremy R. Jensen
Chief of Police

RE: Retail Alcohol Licenses for the following:

- Chopper's, 601 Rhomberg Ave
- Classic and Chic Boutique, STE 200, 1065 Jackson St
- Eagles Club, 1175 Century Dr
- Grand River Center, 500 Bell St
- Lina's Thai Bistro STE 200, 2055 Holliday Dr
- McAleece Park & Recreation Complex, 1801 Admiral Sheehy Dr.
- Noonan's Tap, 1618 Central Ave
- Phoenix Theatres, 555 John F. Kennedy Rd, STE 105
- Salsa's Mexican Restaurant, 1091 Main St
- Sportsters Pub & Grub, 2600 Central Ave
- The Vault Restaurant & Cocktail Lounge, 342 Main St

INTRODUCTION

The purpose of this memorandum is to recommend the annual renewal of the above retail alcohol license establishments and to highlight the calls for service related to incidences of disturbances, crimes against persons, crimes against property, and public morals occurring at the business since the last liquor license renewal.

BACKGROUND

Regarding the listed establishments, the following is a summary of activity since their last renewal. The following key provides a brief description of those calls for service displaying four areas of concern.

Disturbances	Includes physical fighting, verbal arguments, loud music and/or subjects and all other disorderly behavior not already listed
Crimes Against Persons	Includes Assault and Harassment
Crimes Against Property	Includes Burglary, Criminal Mischief and Theft
Public Morals	Includes Public Intoxication and Possession of Controlled Substances

DISCUSSION

Chopper's, 601 Rhomberg Ave

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

Classic and Chic Boutique, STE 200, 1065 Jackson St

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

Eagles Club, 1175 Century Dr

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

Grand River Center, 500 Bell St

Since the last renewal date there have been 0 call for service to the establishment. There were 0 disturbance, 0 crimes against persons, 0 crimes against property, and 0 public morals call. Additionally, there were 0 individual violations and 0 violations against the business.

Lina's Thai Bistro STE 200, 2055 Holliday Dr

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbance, 0 crimes against persons, 0 crimes against property, and 0 public morals call. Additionally, there were 0 individual violation and 0 violations against the business.

McAleece Park & Recreation Complex, 1801 Admiral Sheehy Dr.

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

Noonan's Tap, 1618 Central Ave

Since the last renewal date there have been 4 calls for service to the establishment. There were 2 disturbances, 1 crime against persons, 0 crimes against property, and 1 public morals call. Additionally, there were 1 individual violation and 0 violations against the business.

<i>DPD Case #</i>	<i>Type of Call/Circumstances</i>	<i>Disposition</i>
23006421	Disturbance-Loud Music	Officer handled
23043512	Disturbance-Loud Subject	Officer handled
2023-004151	Theft	Report Taken
2024-000486	Public Morals-Public Intox	Arrest

Phoenix Theatres, 555 John F. Kennedy Rd, STE 105

Since the last renewal date there have been 2 calls for service to the establishment. There were 1 disturbance, 1 crime against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 1 individual violation and 0 violations against the business.

<i>DPD Case #</i>	<i>Type of Call/Circumstances</i>	<i>Disposition</i>
2023-000152	Assault	Arrest
23062123	Disturbance	Report Taken

Salsa's Mexican Restaurant, 1091 Main St

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

Sportsters Pub & Grub, 2600 Central Ave

Since the last renewal date there have been 1 call for service to the establishment. There were 0 disturbances, 1 crime against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 1 individual violation and 0 violations against the business.

<i>DPD Case #</i>	<i>Type of Call/Circumstances</i>	<i>Disposition</i>
2023-000346	Assault	Arrest

The Vault Restaurant & Cocktail Lounge, 342 Main St

Since the last renewal date there have been 1 call for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 1 public morals call. Additionally, there were 1 individual violation and 0 violations against the business.

<i>DPD Case #</i>	<i>Type of Call/Circumstances</i>	<i>Disposition</i>
2023-000437	Public Morals-Public Intox	Arrest

RECOMMENDATION

Based upon a review of the above businesses, we would recommend approval of the annual retail alcohol licenses for: Chopper's 601 Rhomberg Ave, Classic and Chic Boutique, STE 200, 1065 Jackson St, Eagles Club, 1175 Century Dr, Grand River Center, 500 Bell St, Lina's Thai Bistro STE 200, 2055 Holliday Dr, McAleece Park & Recreation Complex, 1801 Admiral Sheehy Dr., Noonan's Tap, 1618 Central Ave, Phoenix Theatres, 555 John F. Kennedy Rd, STE 105, Salsa's Mexican Restaurant, 1091 Main St, Sportsters Pub & Grub, 2600 Central Ave, The Vault Restaurant & Cocktail Lounge, 342 Main St

ACTION REQUESTED

Action requested is for City Council consideration to approve the retail alcohol license renewals for: Chopper's 601 Rhomberg Ave, Classic and Chic Boutique, STE 200, 1065 Jackson St, Eagles Club, 1175 Century Dr, Grand River Center, 500 Bell St, Lina's Thai Bistro STE 200, 2055 Holliday Dr, McAleece Park & Recreation Complex, 1801 Admiral Sheehy Dr., Noonan's Tap, 1618 Central Ave, Phoenix Theatres, 555 John F. Kennedy Rd, STE 105, Salsa's Mexican Restaurant, 1091 Main St, Sportsters Pub & Grub, 2600 Central Ave, The Vault Restaurant & Cocktail Lounge, 342 Main St.

cc: Crenna Brumwell, City Attorney
Adrienne N. Breitfelder, City Clerk



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: Michael C. Van Milligen, City Manager
FROM: Adrienne N. Breitfelder, City Clerk
DATE: March 11, 2024
SUBJECT: Retail Alcohol License Approvals for the following:

New Applications

Port of Dubuque Marina, 2200 Bunker Hill Rd.
Dubuque Marina and Yardarm, 1201 Shiras Ave. Extension

Change in Ownership

Kwik Star 236, 2035 John F Kennedy Rd.
Kwik Star 495, 2685 Dodge St.
Tobacco Outlet Plus 504, 806 Wacker Dr.

INTRODUCTION

The purpose of this memorandum is to recommend approval of the above noted retail alcohol license applications.

BACKGROUND

State and city codes require that a retail alcohol license be obtained to sell beer, wine, or alcoholic liquor in the city. Applications and licenses are issued by the Iowa Alcohol Beverage Division (ABD) in conjunction with cities, who are defined as the local authority in State Code Chapter 123 on alcoholic beverage control. The City Clerk's Office is the local authority for City of Dubuque retail alcohol license applications and therefore processes each application on behalf of the city. per City Code §4-2B-9, City Council action is required on all retail alcohol license applications before the application is forwarded to the Iowa ABD for further action.

DISCUSSION

The City Clerk's Office submits recommendations for approval of all new and additional privilege retail alcohol license applications. New applications include special events; however, the City Clerk's Office indicates special events separately in memos and resolutions for prompt reference. Additionally, per City Code §4-2B-9, the City Clerk's Office is authorized to issue provisional approval for new and renewal applications for liquor, beer, and wine licenses and permits prior to regularly scheduled City Council meetings when the applicants have met all of the application and inspection provisions of the city and state codes. The City Clerk's Office issues provisional approval to applicants when approval is deemed necessary prior to a regularly scheduled City Council meeting. All provisional approvals are placed on the next regularly scheduled City Council Agenda for review and either approval or revocation by the City Council. The above noted

applications have fulfilled all pertinent application and inspection provisions set forth in city and state codes.

The Dubuque Police Department submits recommendations for retail alcohol license renewal applications and details their annual calls for service on each establishment.

RECOMMENDATION

I respectfully request approval of the above noted retail alcohol license applications as submitted.

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jeremy Jensen, Police Chief
Trish Gleason, Assistant City Clerk

RESOLUTION NO.

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

Whereas, applications for retail alcohol licenses have been submitted and filed with the City Council for approval, and the same have been examined, provisionally approved, and/or approved; and

Whereas, the premises to be occupied by such applicants were inspected and found to comply with the Ordinances of the City, and the applicants have filed the proper fees and bonds and otherwise complied with the requirements of the Code of Ordinances.

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

Section 1. The City Clerk is hereby authorized and directed to cause to be issued at the noted premise address to the following applicants pending submission of the locally required documentation:

New Applications	
Name of Business	Address of Premises
Port of Dubuque Marina	2200 Bunker Hill Rd.
Dubuque Marina and Yardarm	1201 Shiras Ave. Extension
Renewals	
Name of Business	Address of Premises
Chopper's	601 Rhomberg Ave.
Classy And Chic Boutique	Suite 200, 1065 Jackson St.
Eagles Club	1175 Century Dr.
Grand River Center	500 Bell St.
Lina's Thai Bistro	200, 2055 Holliday Dr.
McAleece Park And Recreation Complex	1801 Admiral Sheehy Dr.
Noonan's Tap	1618 Central Ave.
Phoenix Theatres	555 John F. Kennedy Rd. Suite 105
Salsa's Mexican Restaurant	1091 Main St.
Sportsters Pub & Grub	2600 Central Ave.
The Vault Restaurant And Cocktail Lounge	342 Main St.
Change in Ownership	
Name of Business	Address of Premises
Kwik Star 236	2035 John F Kennedy Rd.
Kwik Star 495	2685 Dodge St.
Tobacco Outlet Plus 504	806 Wacker Dr.

[Signature page follows]

Passed, approved, and adopted this 18th day of March 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk



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 Members of the City Council

FROM: Adrienne N. Breitfelder, City Clerk

SUBJECT: Class "E" Retail Alcohol Licenses Automatically Renewed

DATE: March 11, 2024

§123.35 of the Code of Iowa details the renewal process for Class "E" Retail Alcohol Licenses as follows:

123.35 Expiration of licenses, permits, and certificates of compliance – automatic renewals.

....

2. Notwithstanding section 123.31 and any other provision of this chapter to the contrary, a class "E" retail alcohol license shall automatically renew without the endorsement of a local authority or approval by the administrator upon collection of the annual fee by the division, provided all of the following conditions are met since the preceding license was issued:

- a. The licensee has given written consent to the division to have the license automatically renewed as provided in this section.
- b. The license has not been suspended or revoked.
- c. A civil penalty has not been imposed against the licensee.
- d. An administrative proceeding is not pending against the licensee to suspend or revoke the license or to impose a civil penalty under this chapter.
- e. The licensee has not submitted payment for alcoholic liquor to the division that was subsequently dishonored.
- f. The licensee and all persons associated with the licensee as described in section 123.3, subsection 40, paragraph "e", have not been convicted of a violation of this chapter.
- g. The licensed premises constitutes a safe and proper place or building and conforms with all applicable federal, state, and local laws, orders, ordinances, rules, resolutions, and health and fire regulations.
- h. A local authority has not notified the division, in a manner established by the division and made available to local authorities, that automatic renewal should not occur and that further review of the licensee by the division and the applicable local authority is warranted.

The following Class "E" Retail Alcohol applicants fulfilled the criteria established in §123.35 for their license to automatically renew on the date specified below without the endorsement of the local authority.

Dubuque Wine & Spirit	3305 Asbury Rd.	3/14/2024
Hartig Drug Company 8	1600 University Ave.	3/19/2024
Hy-Vee Fast And Fresh Express 2	2435 NW Arterial	3/30/2024
Fareway Stores, Inc. 114	2050 John F. Kennedy Blvd.	4/11/2024

Prepared by: Trish Gleason, Assistant City Clerk



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: Michael C. Van Milligen, City Manager

FROM: Adrienne N. Breitfelder, City Clerk

SUBJECT: Retail Permit Approval for Tobacco, Tobacco Products, Alternative Nicotine Products, and Vapor Products

DATE: March 8, 2024

INTRODUCTION

The purpose of this memorandum is to recommend approval of the noted retail permits to sell one or more of the following: Tobacco, Tobacco Products, Alternative Nicotine Products, and Vapor Products.

BACKGROUND

Pursuant to Iowa Code §453A.47A, a retail permit is required to sell tobacco, tobacco products, alternative nicotine products, or vapor products at any place of business or through delivery sales. All permits provided for in Iowa Code §453A.47A expire on June 30 of each year and require payment of the applicable fee established in Iowa Code §453A.47A(7). The Iowa Department of Revenue implements the retail permit requirements of Iowa Code §453A.47A and has designated city clerks to issue all permits for retailers located within their respective limits. As part of the retail permit process, the Iowa Department of Revenue requires that applications be approved by the city council once the city clerk receives the completed application and appropriate fee.

RECOMMENDATION

Upon confirmation that the City Clerk's Office has received the completed applications and proper fees, I recommend approval of retail permits for tobacco, tobacco products, alternative nicotine products, and vapor products for the following retailers:

Business Name	Business Address
Pink Clouds Smoke Shop	4835 Asbury Rd.
River Bluff Collective	168 East 10 th St.

cc: Trish Gleason, Assistant City Clerk

RESOLUTION NO.

APPROVING APPLICATIONS FOR RETAIL PERMITS TO SELL TOBACCO, TOBACCO PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS, AND VAPOR PRODUCTS, AS REQUIRED BY IOWA CODE §453A.47A

Whereas, applications for retail permits to sell tobacco, tobacco products, alternative nicotine products, vapor products, or a combination of these products have been submitted and filed with the City Clerk; and

Whereas, the applicants have filed the proper application and fees as required by Iowa Code §453A.47A; and

Whereas, the Iowa Department of Revenue requires all applications be approved by the City Council; and

Whereas, all retail permits to sell tobacco, tobacco products, alternative nicotine products, and vapor products shall expire on June 30 of each year, as established in Iowa Code §453A.47A(7).

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

Section 1. The City Clerk is hereby authorized and directed to cause to be issued the following named applicants and locations for retail permits to sell one or more of the following as specified on the retail permit applications: tobacco, tobacco products, alternative nicotine products, and vapor products.

Business Name	Business Address
Pink Clouds Smoke Shop	4835 Asbury Rd.
River Bluff Collective	168 East 10 th St.

Passed, approved, and adopted this 18th day of March 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council Meeting**

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

ITEM TITLE: Development Agreement by and between the City of Dubuque, Iowa and CBDC, LLC

SUMMARY: City Manager recommending adoption of the attached resolution setting a public hearing for April 1, 2024, on a proposed Development Agreement by and between the City of Dubuque and CBDC, LLC, including providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

RESOLUTION Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on the proposed Development Agreement by and between the City of Dubuque, Iowa and CBDC, LLC, including the proposed issuance of Urban Renewal Tax Increment Revenue Grant Obligations to CBDC, LLC, and providing for the publication of notice thereof

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s), Set Public Hearing for April 1, 2024Suggested Disposition:

ATTACHMENTS:

Description	Type
Staff Memo	Staff Memo
Resolution	Resolutions
Development Agreement	Supporting Documentation
Notice of Public Hearing	Supporting Documentation



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: **Resolution Setting Public Hearing on Development Agreement by and between City of Dubuque and CBDC, LLC including providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement**

DATE: March 11, 2024

INTRODUCTION

This memorandum is a request for the City Council to adopt the attached resolution setting a public hearing for April 1, 2024 on a proposed Development Agreement by and between the City of Dubuque and CBDC, LLC, including providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

BACKGROUND

CBDC, LLC is a wholly owned subsidiary of Cottingham & Butler, Inc. Cottingham & Butler, Inc. (C&B) was established in Dubuque in 1887. Over the past 132 years, C&B has remained headquartered in Dubuque and has since grown to be the 25th largest insurance brokerage firm in the U.S.

Over the last 20 years, C&B has made a concerted effort to help revitalize Dubuque's downtown business area through significant investments in commercial buildings, which in turn have allowed for continued increases in employment. Since 2000, C&B has partnered with the City of Dubuque and the State of Iowa to invest in projects of \$3.6 million, \$11.9 million, \$2.3 million, \$2.4 million and \$2.3 million. Over that same period of time, C&B has grown from approximately 200 employees to over 1,000 employees in the U.S. with over 700 of those employees located in Dubuque and another 80 within the state of Iowa.

DISCUSSION

C&B is now one of the top employers in Dubuque and desires to continue to grow in the community where it was originally established. In order to facilitate additional growth in Dubuque, C&B intends to once again invest over \$12 million – this time to create a childcare facility. This project is furthered by a \$3,000,000 State of Iowa grant for the creation of childcare centers.

In order to incentivize C&B's continued downtown investment, City staff have negotiated a Development Agreement with CBDC, LLC. The Agreement proposes the following:

1. CBDC, LLC will make a collective capital investment in building improvements of at least \$12,000,000 by July 1, 2025 for the creation of a childcare facility.
2. The City will provide tax increment rebates to CBDC, LLC, for a total of 20 semi-annual payments. Tax increment financing incentives are not estimated to exceed \$2,525,000.
3. The City will modify on-street parking restrictions adjacent to the Facility during certain hours of operation to accommodate pick up and drop off of children.

RECOMMENDATION/ ACTION STEP

I recommend the City Council adopt the attached resolution setting a April 1, 2024 public hearing on the Development Agreement, including providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

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

RESOLUTION NO. ____-22

FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON THE PROPOSED DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND CBDC, LLC, INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE GRANT OBLIGATIONS TO CBDC, LLC, AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF

WHEREAS, CBDC, LLC, as Developer, is or will be the owner of the following described real property:

Lot 625, Lot 626, and Lot 627, in the City of Dubuque, Iowa, according to the recorded deed instrument number 2023-00001758 thereof; locally known as 781 Locust Street; and Lot 1 of Dubuque Art Plaza according to the plat recorded on the 11th day of March, 2024, Instrument No. 2024-00001914
(the Property)

; and

WHEREAS, Developer has determined that it requires a new childcare facility (the Facility) to maintain and expand its operations and employment in the project area; and

WHEREAS, City of Dubuque, Iowa (City) and CBDC, LLC have entered into a Development Agreement, subject to the approval of the City Council, pursuant to which CBDC, LLC will construct on the Property certain Minimum Improvements described in the Development Agreement; and

WHEREAS, the City Council has tentatively determined that it would be in the best interests of City to approve the Development Agreement; and

WHEREAS, the Development Agreement provides for the issuance by City of economic development grants to CBDC, LLC, referred to therein as Urban Renewal Tax Increment Revenue Grant Obligations, payable from the tax increment revenues collected in respect of the Improvements to be constructed by CBDC, LLC in accordance with the Development Agreement, for the purpose of carrying out the objectives of an Urban Renewal Plan as hereinafter described; and

WHEREAS, before said obligations may be approved, Chapter 403 of the Code of Iowa requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause this Resolution and a Notice to be published as prescribed by Iowa Code Section 364.7 of a public hearing on the City Council's intent to approve the proposed Development Agreement, to be held on the 1st day of April, 2024 at 6:30 p.m.

Section 2. The City Council will also meet at said time and place for the purpose of taking action on the matter of authorizing Urban Renewal Tax Increment Revenue obligations, the proceeds of which obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the Greater Downtown Urban Renewal District, consisting of the funding of economic development grants to CBDC, LLC, pursuant to the Development Agreement under the terms and conditions of said Urban Renewal Plan. It is expected that the aggregate amount of the Tax Increment Revenue obligations will be approximately \$2,525,000.

Section 3. The City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the approval of the Development Agreement and the issuance of said obligations.

Section 4. That the Notice of the proposed action shall be in substantially the form attached hereto.

Passed, approved and adopted this 18th day of March, 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
CBDC, LLC**

This Development Agreement, dated for reference purposes the ____ day of _____, 2024, by and between the City of Dubuque, Iowa, a municipality (City), established pursuant to the Iowa Code and acting under authorization of Iowa Code Chapter 403, as amended (Urban Renewal Act) and CBDC, LLC, an Iowa limited liability corporation with its principal place of business in Dubuque, Iowa (Developer).

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, City has undertaken an Urban Renewal Project as described herein to advance the community's ongoing economic development efforts; and

WHEREAS, Developer is or will be the owner of the following described real estate:

Lot 625, Lot 626, and Lot 627, in the City of Dubuque, Iowa, according to the recorded deed instrument number 202300001758 thereof; locally known as 781 Locust Street; and Lot 1 of Dubuque Art Plaza according to the plat recorded on the 11th day of March, 2024, Instrument No. 2024-00001914.

(the Property); and

WHEREAS, the Property is located in the Greater Downtown Urban Renewal District (the Area) which has been so designated by City Council Resolution 410-23 as a slum and blighted area defined by Iowa Code Chapter 403 (the Urban Renewal Law); and

WHEREAS, Developer has determined that it requires a new office and childcare facility to maintain and expand its operations and employment in the Area (the Facility); and

WHEREAS, Developer will construct a building (the Facility) on the Property for the purpose of providing childcare services; and

WHEREAS, Developer will make a capital investment in building improvements, equipment, furniture and fixtures in the Facility, all of the foregoing referred to herein as the Project; and

WHEREAS, pursuant to Iowa Code Section 403.6(1), and in conformance with the

Urban Renewal Plan for the Area adopted on May 18, 1967 and last amended on December 18, 2023, City has the authority to enter into contracts and agreements to implement the Urban Renewal Plan, as amended; and

WHEREAS, the Dubuque City Council believes it is in the best interests of the City to encourage Developer in the development of the Property by providing certain incentives as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

SECTION 1. REPRESENTATIONS AND WARRANTIES.

1.1 Representations and Warranties of City. In order to induce Developer to enter into this Agreement, City hereby represents and warrants to Developer that to the best of City's knowledge:

- (1) City has duly obtained all necessary approvals and consents for its execution, delivery, and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at time of closing confirming the representation contained herein, in the form attached hereto as Exhibit B.
- (2) City shall exercise its best efforts to cooperate with Developer in the development process.
- (3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.
- (4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.
- (5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City or which affects the validity of the Agreement or City's ability to perform its obligations under this Agreement.

(6) The representations and warranties contained in this article shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

1.2 Representations and Warranties of Developer. Developer makes the following individual representations and warranties:

(1) Developer is duly organized and validly existing or authorized under the laws of the State of Iowa and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement in the State of Iowa.

(2) This Agreement has been duly authorized, executed and delivered by Developer, and assuming due authorization, execution, and delivery by City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally. Developer's counsel shall issue legal opinions to the City, at time of closing, confirming the representations contained herein, in the form attached hereto as Exhibit C.

(3) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the articles of incorporation or the bylaws of Developer or any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(4) There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business, financial position or result of operations of Developer or which affects the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

(5) Developer will perform its obligations under this Agreement in accordance with the material terms of this Agreement, the Urban Renewal Plan and all local, state and federal laws and regulations.

(6) Developer will use good faith efforts to obtain, or cause to be obtained, in a timely manner, all material requirements of all applicable local, state, and federal laws and regulations which must be obtained or met.

(7) Developer either: (a) has commitments for permanent financing for the Development Project and all of its obligations under this Agreement in an amount sufficient; and/or (b) sufficient equity commitments, to successfully complete the requirements of this Agreement and shall provide evidence thereof to City prior to the Closing Date.

1.3 Conditions to Closing. The closing of the transaction (the Closing) contemplated by this Agreement and all the obligations of Developer under this Agreement are subject to fulfillment, on or before the Closing Date, of the following conditions:

(1) The representations and warranties made by City in Section 1.1 shall be correct as of the Closing Date with the same force and effect as if such representations were made at such time. At the Closing, City shall deliver a certificate in the form of Exhibit E.

(2) Developer having obtained any and all necessary governmental approvals, including without limitations approval of zoning, subdivision, or platting which might be necessary or desirable in connection with the development of the Property. Any conditions imposed as a part of the zoning, platting or subdivision must be satisfactory to Developer, in its sole opinion. City shall cooperate with Developer in attempting to obtain any such approvals and shall execute any documents necessary for this purpose, provided that City shall bear no expense in connection therewith. In connection therewith, City agrees (a) to review all of Developer's plans and specifications for the Project and to either reject or approve the same in a prompt and timely fashion; (b) to issue a written notification to Developer, following City's approval of same, indicating that City has approved such plans and specifications, and that the same are in compliance with the Urban Renewal Plan and Developer agrees to comply with any amendments to the Urban Renewal Plan, this Agreement and any other applicable City or affiliated agency requirements, with the understanding that Developer and its lenders, if any, shall have the right to rely upon the same in proceeding with the Project; (c) to identify in writing within ten (10) working days of submission of said plans and specifications, any and all permits, approvals and consents that are legally required for the construction, use and occupancy of the Project with the intent and understanding that Developer and its lenders and attorneys will rely upon same in establishing their agreement and time frames for construction, use and occupancy, lending on the Project and issuing legal opinions in connection therewith; and (d) to cooperate fully with Developer to streamline and facilitate the obtaining of such permits, approvals and consents.

(3) Developer having acquired the Property on or before the 4th day of April, 2024.

(4) Developer and City shall be in material compliance with all the terms and provisions of this Agreement.

(5) Receipt of an opinion of counsel to Developer in the form attached hereto as Exhibit C.

(6) Developer shall have the right to terminate this Agreement at any time prior to the consummation of the closing on the Closing Date if Developer determines in its sole discretion that conditions necessary for the successful completion of the Project contemplated herein have not been satisfied to the full satisfaction of such party in such party's sole and unfettered discretion. Upon the giving of notice of termination by such terminating party to the other parties to this Agreement, this Agreement shall be deemed null and void.

(7) City agrees to grant Developer within sixty (60) days after Closing irrevocable right of way licenses for the permanent building and foundation encroachments in the City right of way easement of Locust St. and 8th St. as show on Exhibit G.

City also agrees within such sixty days to grant to Developer irrevocable right of way licenses for the private driveway pavement, storm sewer and catch basin, and pavement markings in the City alley right of way easement for the alley between 7th, 8th, Locust and Bluff Streets as shown on Exhibit H.

1.4 Closing. The closing shall take place on the Closing Date which shall be on or before the 4th day of April, 2024, or such other date as the parties shall agree in writing. Consummation of the closing shall be deemed an agreement of the parties to this Agreement that the conditions of closing shall have been satisfied or waived.

1.5 City's Obligations at Closing. At or prior to Closing Date, City shall deliver to Developer such other documents as may be required by this Agreement, all in a form satisfactory to Developer.

SECTION 2. DEVELOPMENT ACTIVITIES.

2.1 Minimum Improvements. Developer will make certain minimum improvements in the buildout of a childcare facility on the Property in an amount not less than \$12,000,000.00 (the Minimum Improvements).

2.2 Timing of Improvements. Developer agrees that construction of the Minimum Improvements shall be commenced within ninety (90) days after the Closing Date and shall be substantially completed by July 1, 2025.

2.3 Security Cameras. Developer shall install security cameras on the exterior of all newly constructed buildings on the Property and register said cameras with the "Secure Dubuque Personal Surveillance System" described at <https://cityofdubuque.org/2980/Secure-Dubuque> .

SECTION 3. COVENANTS OF CITY.

3.1 Parking Adjustments. City shall modify parking restrictions in the public street contiguous to the Property along the west side of Locust Street and the south side of 8th Street to facilitate the drop off and pick up of children from the Facility, as shown on Exhibit F, between the hours of 6:00 AM and 9:00 AM and between the hours of 4:00 PM and 6:00 PM, from Monday through Friday, excepting holidays. These times may be revised as mutually agreed upon in writing by the parties. City shall ensure proper signage is posted in the area regarding these restrictions.

SECTION 4. CITY PARTICIPATION.

4.1 Economic Development Grants.

(1) Developer Economic Development Grants

(a) For and in consideration of Developer’s obligations hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Project Area and the Urban Renewal Law, City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make twenty (20) semi-annual payments (such payments being referred to collectively as the Developer Economic Development Grants) to Developer as follows:

November 1, 2027	May 1, 2028
November 1, 2028	May 1, 2029
November 1, 2029	May 1, 2030
November 1, 2030	May 1, 2031
November 1, 2031	May 1, 2032
November 1, 2032	May 1, 2033
November 1, 2033	May 1, 2034
November 1, 2034	May 1, 2035
November 1, 2035	May 1, 2036
November 1, 2036	May 1, 2037

Pursuant to Iowa Code Section 403.9 of the Urban Renewal Law, in amounts equal to the actual amount of tax increment revenues collected by City under Iowa Code Section 403.19 (without regard to any averaging that may otherwise be utilized under Iowa Code Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding six (6) month period in respect of the Property and Minimum Improvements constructed by Developer (the Developer Tax Increments). City and Developer agree that for purposes of this Section 4.1(1), the assessed value of the Property as of January 1, 2024 is \$124,300.00. Developer recognizes and agrees that the Economic Development Grants shall be paid solely and only from the incremental taxes collected by City in respect to the Property and any improvements thereon, which does not

include property taxes collected for the payment of bonds and interest of each taxing district, and taxes for the regular and voter-approved physical plant and equipment levy, instructional support levy, and any other portion required to be excluded by Iowa law, and thus such incremental taxes will not include all amounts paid by Developer as regular property taxes.

(b) To fund the Developer Economic Development Grants, City shall certify to the County prior to December 1 of each year, commencing December 1, 2025, its request for the available Developer Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on November 1 and May 1 of that fiscal year. (Example: If City so certifies by December 1, 2025, the Developer Economic Development Grants in respect thereof would be determined on November 1, 2027, and May 1, 2028.)

(c) The Developer Economic Development Grants shall be payable from and secured solely and only by the Developer Tax Increments paid to City that, upon receipt, shall be deposited and held in a special account created for such purpose and designated as the CBDC LLC TIF Account of City. City hereby covenants and agrees to maintain its TIF ordinance in force during the term and to apply the incremental taxes collected in respect of the Property and Minimum Improvements and allocated to the CBDC LLC TIF Account to pay the Developer Economic Development Grants, as and to the extent set forth in Section 4.1(1) hereof. The Developer Economic Development Grants shall not be payable in any manner by other tax increments revenues or by general taxation or from any other City funds. City makes no representation with respect to the amounts that may be paid to Developer as the Developer Economic Development Grants in any one year and under no circumstances shall City in any manner be liable to Developer so long as City timely applies the Developer Tax Increments actually collected and held in the CBDC LLC TIF Account (regardless of the amounts thereof) to the payment of the Developer Economic Development Grants to Developer as and to the extent described in this Section.

(2) City shall be free to use any and all tax increment revenues collected in respect of other properties within the Project Area, or any available Developer Tax Increments resulting from the termination of the annual Economic Development Grants under this Section 4.1 hereof, for any purpose for which such tax increment revenues may lawfully be used pursuant to the provisions of the Urban Renewal Law, and City shall have no obligations to Developer with respect to the use thereof.

(3) All of City's obligations under this Agreement, including but not limited to City's obligation to pay the Economic Development Grants to Developer, shall be subject to City having completed all hearings and other procedures required to

amend the Urban Renewal Plan to describe the Urban Renewal Project being undertaken in accordance with this Agreement by no later than December 31, 2024.

4.2 Other than the Economic Development Grants required by Section 4.1, City shall have no obligation to provide any other funds to Developer related to the Property except as it relates to and/or forms part of the City's performance of its obligations under this Agreement.

SECTION 5. NON- APPROPRIATION / LIMITED SOURCE OF FUNDING.

5.1 Non-Appropriation.

(1) Notwithstanding anything in this Agreement to the contrary, the obligation of City to pay any installment of the Economic Development Grants from the pledged tax increment revenues shall be an obligation limited to currently budgeted funds, and not a general obligation or other indebtedness of City or a pledge of its full faith and credit within the meaning of any constitutional or statutory debt limitation, and shall be subject in all respects to the right of non-appropriation by the City Council of City as provided in this Section. City may exercise its right of non-appropriation as to the amount of the installments to be paid during any fiscal year during the term of this Agreement without causing a termination of this Agreement. The right of non-appropriation shall be exercised only by resolution affirmatively declaring City's election to non-appropriate funds otherwise required to be paid in the next fiscal year under this Agreement.

(2) In the event the City Council of City elects to not appropriate sufficient funds in the budget for any future fiscal year for the payment in full of the installments on the Economic Development Grants due and payable in that future fiscal year, then City shall have no further obligation to Developer for the payment of any installments due in that future fiscal year which cannot be paid with the funds then appropriated for that purpose.

5.2 The right of non-appropriation reserved to City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that City's obligation to pay future installments on the Economic Development Grants shall not constitute a legal indebtedness of City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other

provisions of this Agreement which can be given effect without the suspended provision, and to this end the provisions of this Agreement are severable.

SECTION 6. COVENANTS OF DEVELOPER.

6.1 Developer shall utilize the Property only for the purpose of operating a childcare center.

6.2 Books and Records. During the term of this Agreement, Developer shall keep at all times proper books of record and account in which full, true and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer in accordance with generally accepted accounting principles consistently applied throughout the period involved, and Developer shall provide reasonable protection against loss or damage to such books of record and account.

6.3 Real Property Taxes. From and after the Closing Date, Developer shall pay or cause to be paid, when due and before delinquency, all real property taxes and assessments payable with respect to all and any parts of the Property unless Developer's obligations have been assumed by another person pursuant to the provisions of this Agreement.

6.4 No Other Exemptions. During the term of this Agreement, Developer agrees not to apply for any state or local property tax exemptions which are available with respect to the Property that may now be, or hereafter become, available under state law or city ordinance during the Term of this Agreement, including those that arise under Iowa Code Chapters 404 and 427, as amended.

6.5 Insurance Requirements.

(1) Developer shall provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements and at its sole cost and expense builder's risk insurance, written on a Completed Value Form in an amount equal to one hundred percent (100%) of the building (including Minimum Improvements) replacement value when construction is completed, naming City as a lender loss payable. Coverage shall include the "special perils" form and developer shall furnish City with proof of insurance in the form of a certificate of insurance.

(2) Up to the Termination Date, Developer shall maintain, or cause to be maintained, at its cost and expense (and from time to time at the request of City shall furnish proof of insurance in the form of a certificate of insurance) property insurance against loss and/or damage to the Property and any improvements thereof under an insurance policy written in an amount not less than the full insurable replacement value the Improvements, listing City as lender loss payable. Coverage shall include the "special perils" form.

(3) The term “replacement value” shall mean the actual replacement cost of the Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be reasonably determined from time to time at the request of City, but not more frequently than once every three (3) years.

(4) Developer agrees to notify City immediately in the case of damage exceeding One Hundred Thousand Dollars (\$100,000.00) in amount to, or destruction of, the Improvements or any portion thereof resulting from fire or other casualty. The net proceeds of any such insurance (the Net Proceeds) shall be paid directly to Developer as its interests may appear, and Developer shall forthwith repair, reconstruct and restore the Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer shall apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof, subject, however, to the terms of any mortgage encumbering title to the Property (as its interests may appear). Developer shall complete the repair, reconstruction, and restoration of Minimum Improvements whether or not the Net Proceeds of insurance received by Developer for such Purposes are sufficient.

(5) Developer shall be responsible for deductibles and self-insured retention.

6.6 Preservation of Property. During the term of this Agreement, Developer shall maintain, preserve and keep, or cause others to maintain, preserve and keep, the Improvements in good repair and working order, ordinary wear and tear excepted, and from time to time shall make all necessary repairs, replacements, renewals and additions. Nothing in this Agreement, however, shall be deemed to alter any agreements between Developer or any other party including, without limitation, any agreements between the parties regarding the care and maintenance of the Property.

6.7 Non-Discrimination. In carrying out the project, Developer shall not discriminate against any employee or applicant for employment because of age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation.

6.8 Conflict of Interest. Developer agrees that no member, officer or employee of City, or its designees or agents, nor any consultant or member of the governing body of City, and no other public official of City who exercises or has exercised any functions or responsibilities with respect to the project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project, or in any activity, or benefit therefrom, which is part of this project at any time during or after such person's tenure. In connection with this obligation, Developer shall have the right to rely

upon the representations of any party with whom it does business and shall not be obligated to perform any further examination into such party's background.

6.9 Non-Transferability. During the Term of this Agreement, this Agreement may not be assigned by Developer, nor may any portion of the Property be sold or otherwise transferred by Developer without the prior written consent of City, which consent shall not be unreasonably withheld. City has no obligation to consent to any assignment or sale, but such consent will not be unreasonably withheld. The sole remedy for the Developer breach of this Section 6.9 shall be the forfeiture of any Economic Grant Payments due after the unauthorized transfer of the Property.

6.10 Restrictions on Use. Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property or any part thereof that they, and their respective successors and assigns, shall:

(1) Devote the Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan (and City represents and agrees that use of the Property consistent with its current zoning is in full compliance with the Urban Renewal Plan and Developer agrees to comply with any amendments to the Urban Renewal Plan,) (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same); and

(2) Not discriminate upon the basis of age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation in the sale, lease, rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same).

6.11 Release and Indemnification Covenants. City and Developer agree to indemnify each other and their respective officers, agents, and employees from any against any and all claims or damages arising out of each party's negligence in the performance of this Agreement. The provisions of this Section shall survive the termination of this Agreement.

6.12 Compliance with Laws. Developer shall comply with all federal, state, and local laws, rules and regulations relating to its businesses, other than laws, rules and regulations for which the failure to comply with or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, financial or otherwise, of Developer.

SECTION 7. EVENTS OF DEFAULT AND REMEDIES.

7.1 Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events:

- (1) Failure by Developer to pay or cause to be paid, before delinquency, all real property taxes assessed with respect to the Improvements and the Property.
- (2) Transfer of any interest by Developer in any portion of the Property or the Improvements in violation of the provisions of this Agreement.
- (3) Failure by Developer to substantially observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

7.2 Remedies on Default by Developer. Whenever any Event of Default referred to in Section 7.1 of this Agreement occurs and is continuing, City, as specified below, may take any one or more of the following actions after the giving of written notice by City to Developer (and the holder of any mortgage encumbering any interest in the Property of which City has been notified of in writing) of the Event of Default, but only if the Event of Default has not been cured within sixty (60) days following such notice, or if the Event of Default cannot be cured within sixty (60) days and the Developer does not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

- (1) City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by City, that the Developer will cure the default and continue the performance under this Agreement;
- (2) Until the Closing Date, City may cancel and rescind this Agreement;
- (3) City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

7.3 No Remedy Exclusive. Except as specifically identified as the sole or exclusive remedy of a Party, no remedy herein conferred upon or reserved to either Party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

7.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver

shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

7.5 Agreement to Pay Attorneys' Fees and Expenses. If any action at law or in equity, including an action for declaratory relief or arbitration, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of litigation from the other party. Such fees and costs of litigation may be set by the court in the trial of such action or by the arbitrator, as the case may be, or may be enforced in a separate action brought for that purpose. Such fees and costs of litigation shall be in addition to any other relief that may be awarded.

7.6 Remedies on Default by City. If City defaults in the performance of this Agreement, Developer may take any action, including legal, equitable or administrative action that may appear necessary or desirable to collect any payments due under this Agreement, to recover expenses of Developer, or to enforce performance and observance of any obligation, agreement, or covenant of City under this Agreement. Developer may suspend performance under this Agreement until it receives assurances from City, deemed adequate by Developer, that City will cure its default and continue its performance under this Agreement.

SECTION 8. GENERAL TERMS AND PROVISIONS.

8.1 Notices and Demands. Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be deemed to have been properly given if and when delivered in person or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows:

If to Developer: CBDC, LLC
 Attn: David O. Becker, President and CEO
 800 Main Street
 Dubuque, IA 52001
 Phone: 563-587-5103
 Email: DBecker@Cottinghambutler.com

With copy to: CBDC, LLC
 Attn: Maureen Quann
 800 Main Street
 Dubuque, IA 52001
 Phone: 563-207-7039
 Email: MQuann@cottinghambutler.com

If to City: City Manager
 50 W. 13th Street
 Dubuque, Iowa 52001
 Phone: (563) 589-4110

Fax: (563) 589-4149

With copy to: City Attorney
City Hall
50 W. 13th Street
Dubuque, Iowa 52001

or at such other address with respect to any party as that party may, from time to time designate in writing and forward to the other as provided in this Section.

8.2 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of City and Developer and their respective successors and assigns.

8.3 Force Majeure. A party shall be excused from its obligations under this Agreement if and to the extent and during such time as the party is prevented, impeded, or hindered, unable to perform its obligations or is delayed in doing so due to events or conditions outside of the party's reasonable control and after the party has taken reasonable steps to avoid or mitigate such event or its consequences (each a "Force Majeure Event") including, without limitation in any way, as the result of any acts of God, war, fire, or other casualty, riot, civil unrest, extreme weather conditions, terrorism, strikes and/or labor disputes, pandemic, epidemic, quarantines, government stay-at-home orders, municipal and other government orders, failure of Internet, or other matter beyond the control of such party. Upon the occurrence of a Force Majeure Event, the party incurring such Force Majeure Event will promptly give notice to the other party identifying the Force Majeure Event, explaining how it impacts performance and the estimated duration, identifying the relief requested, agreeing to limit damages to the other party and to immediately resume performance upon termination of the Force Majeure Event, and agreeing to supplement the notice as more information becomes available, and thereafter the parties shall meet and confer in good faith in order to identify a cure of the condition affecting its performance as expeditiously as possible. No obligation to make a payment required by this Agreement is excused by a Force Majeure Event. The nonperforming party shall not be entitled to any damages or additional payments of any kind for any such delay.

8.4 Termination Date. This Agreement and the rights and obligations of the parties hereunder shall terminate on June 1, 2037.

8.5 Execution By Facsimile. The parties agree that this Agreement may be transmitted among them by email or facsimile machine. The parties intend that the emailed or faxed signatures constitute original signatures and that an emailed or faxed Agreement containing the signatures (original, emailed or faxed) of all the parties is binding on the parties.

8.6 Memorandum of Development Agreement. City shall promptly record a Memorandum of Development Agreement in the form attached hereto as Exhibit E in the office of the Recorder of Dubuque County, Iowa. Developer shall pay the costs for so

recording.

IN WITNESS WHEREOF, City has caused this Agreement to be duly executed in its name and behalf by its Mayor and attested to by its City Clerk and Developer has caused this Agreement to be duly executed.

CITY OF DUBUQUE, IOWA

CBDC, LLC

By: _____
Brad M. Cavanagh
Mayor

By: David Becker
David O. Becker
President & CEO

Attest:

By: _____
Adrienne N. Breitfelder, City Clerk

LIST OF EXHIBITS

EXHIBIT A	Urban Renewal Plan
EXHIBIT B	City Attorney Certificate
EXHIBIT C	Opinion of Developer Counsel
EXHIBIT D	City Certificate
EXHIBIT E	Memorandum of Development Agreement
EXHIBIT F	Parking Adjustments
EXHIBIT G	Locust Street and 8 th Street Encroachments
EXHIBIT H	Alley Encroachments

EXHIBIT A

URBAN RENEWAL PLAN

(on file in City Clerk's office, 50 W. 13th Street, Dubuque, IA 52001)

EXHIBIT B
CITY ATTORNEY CERTIFICATE

Barry A. Lindahl, Esq.
Senior Counsel
Suite 330, Harbor View Place
300 Main Street
Dubuque, Iowa 52001-6944
(563) 583-4113 office
(563) 583-1040 fax
balesq@cityofdubuque.org



(DATE)

RE:

Dear _____:

I have acted as counsel for the City of Dubuque, Iowa, in connection with the execution and delivery of a certain Development Agreement by and between CBDC, LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

The City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and has full power and authority to execute, deliver and perform its obligations under this Agreement, and to the best of my knowledge, the representations of the City Manager in his letter dated the ____ day of _____, 20__, are correct.

Very sincerely,

Barry A. Lindahl, Esq.
Senior Counsel

BAL:JLM

EXHIBIT C
OPINION OF DEVELOPER'S COUNSEL

Mayor and City Councilmembers
City Hall
13th and Central Avenue
Dubuque IA 52001

Re: Development Agreement By and Between the City of Dubuque, Iowa, and CBDC, LLC

Dear Mayor and City Councilmembers:

I have acted as counsel for CBDC, LLC (Developer) in connection with the execution and delivery of a certain Development Agreement (Development Agreement) between Developer and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

I have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the Development Agreement and such other documents and records as I have deemed relevant and necessary as a basis for the opinions set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as I have deemed appropriate, I am of the opinion that:

1. Developer is an Iowa limited liability company with its principal place of business at Dubuque, Iowa and has full power and authority to execute, deliver and perform in full Development Agreement. The Development Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by City, is in full force and effect and is valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. The execution, delivery and performance by Developer of the Development Agreement and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the articles of incorporation and bylaws of Developer, any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which Developer is a party or by which Developer's property is bound or subject.

3. To the best of our knowledge, there are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform Developer's obligations thereunder.

I have examined such documents and certificates of public officials and officers of the Developer as we have deemed necessary for the purposes of this opinion. As to the existence of facts which are material to this opinion, we have relied upon certificates of public officials, statements by officers and resolutions of the Members of the Developer. In rendering my opinion, I have assumed (i) the legal capacity of all natural persons and the capacity and corporate power of all parties to the documents examined by us other than the Developer, (ii) the due authorization, execution and delivery of each document examined by us, by all parties to such documents other than the Developer, (iii) the genuineness of all signatures other than the signatures of the representatives of the Developer, (iv) the authenticity of all documents submitted to us as originals; (v) the conformity to original documents of all documents submitted to me as copies; and (vi) the City has no knowledge, direct or through their counsel, which would render any of the representations set forth herein inaccurate or incorrect. I have not made any independent investigation to verify any assumptions made herein, and have not undertaken any factual investigation into the business, properties, agreements or litigation of the Developer for the purpose of rendering the opinions expressed herein. There may exist matters of a factual nature which could have a bearing on my opinions expressed herein, with respect to which I have not been consulted or am otherwise unaware. Where used herein, the language "to the best of my knowledge" or language of similar nature means to my actual knowledge with no duty to inquire further of any person or document. Said language is intended to be limited to the actual knowledge of the attorneys within our firm who have been directly involved in representing the Developer, or whom I reasonably believe have knowledge of the affairs of the Developer. I have assumed that all representations and warranties made by any party to the Development Agreement are true and correct. I have examined the law, the resolutions of the members of Developer, the Development Agreement, and such company proceedings of the Developer and such other documents, certificates, instruments and matters as we deem necessary to render this opinion.

The foregoing opinions are subject to:

- (a) Equitable principles of general applicability (including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, public policy, equitable subordination and the possible unavailability of specific performance or injunctive relief), regardless of whether considered in a proceeding in equity or at law or whether codified by statute;
- (b) The unenforceability of provisions purporting to waive rights, claims, demands, liabilities or defenses to obligations, known or unknown, suspected or unsuspected, where such waivers are contrary to any applicable law or against public policy;
- (c) The unenforceability, under certain circumstances, of provisions of agreements to the effect that rights or remedies are not exclusive, that every right or remedy is cumulative and may be exercised in addition to or with any other right or remedy, or that the election of some particular remedy or remedies does not preclude recourse to one or another remedy;

(d) The unenforceability under certain circumstances, of provisions which purport to govern forum selection or consent to jurisdiction; and

(e) The potential to vary the terms of the Development Agreement on the basis of parol evidence.

The opinions set forth herein are given as of the date hereof. I disclaim any obligation to notify you or any other person after the date of this letter if any change in fact and/or law should change my opinion with respect to any matters set forth herein. This opinion is for your benefit only and may not be quoted in whole or in part or otherwise referred to in any documents, or delivered to or filed with any person or entity, or relied upon by any other person or entity, without my prior written consent.

Very truly yours,

Maureen Quann
Corporate Counsel

EXHIBIT D
CITY CERTIFICATE



City Manager's Office
City Hall
50 West 13th Street
Dubuque, Iowa 52001-4864
(563) 589-4110 office
(563) 589-4149 fax
ctymgr@cityofdubuque.org

(DATE)

Re: Development Agreement By and Between the City of Dubuque, Iowa, and CBDC, LLC

Dear _____:

I am the City Manager of the City of Dubuque, Iowa and have acted in that capacity in connection with the execution and delivery of a certain Development Agreement between CBDC, LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

On behalf of the City of Dubuque, I hereby represent and warrant to Developer that:

- (1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at time of closing confirming the representation contained herein, in the form attached hereto as Exhibit A.
- (2) City shall exercise its best efforts to cooperate with Developer in the development process.
- (3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.
- (4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.
- (5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or before or by any governmental

body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City or which affects the validity of the Agreement or City's ability to perform its obligations under this Agreement.

(6) The representations and warranties contained in this article shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

Sincerely,

Michael C. Van Milligen
City Manager

MCVM:jh

EXHIBIT E

MEMORANDUM OF DEVELOPMENT AGREEMENT

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

MEMORANDUM OF DEVELOPMENT AGREEMENT

A Development Agreement by and between the City of Dubuque, Iowa, an Iowa municipal corporation, of Dubuque, Iowa, and CBDC, LLC was made regarding the following described premises:

Lot 625, Lot 626, and Lot 627, in the City of Dubuque, Iowa, according to the recorded deed instrument number 202300001758 thereof; locally known as 781 Locust Street; and Lot 1 of Lot 624 according to the plat recorded on the ____ day of _____, 2024, Instrument No. _____

The Development Agreement is dated for reference purposes the ____ day of _____, 20____, and contains covenants, conditions, and restrictions concerning the use of said premises.

This Memorandum of Development Agreement is recorded for the purpose of constructive notice. In the event of any conflict between the provisions of this Memorandum and the Development Agreement itself, executed by the parties, the terms and provisions of the Development Agreement shall prevail. A complete counterpart of the Development Agreement, together with any amendments thereto, is in the possession of the City of Dubuque and may be examined at its offices as above provided.

Dated this ____ day of _____, 20____.

CITY OF DUBUQUE, IOWA

By: _____
Barry A. Lindahl, Esq., Senior Counsel

STATE OF IOWA

: ss:

DUBUQUE COUNTY

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Iowa, in and for said county, personally appeared Barry A. Lindahl, , to me personally known, who being by me duly sworn did say that he is Senior Counsel of the City of Dubuque, a Municipal Corporation, created and existing under the laws of the State of Iowa and that said instrument was signed on behalf of said Municipal corporation by authority and resolution of its City Council and said Senior Counsel acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public, State of Iowa

EXHIBIT F
PARKING ADJUSTMENTS

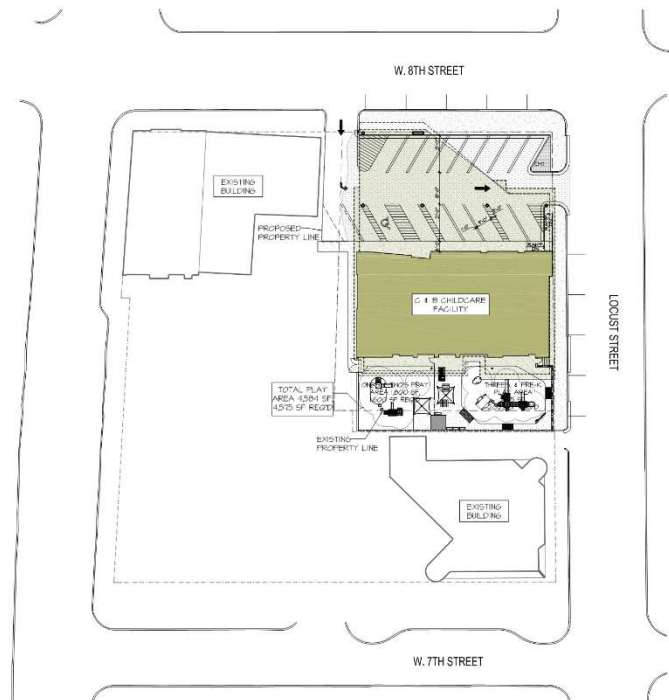
① SITE PLAN
12-17-2009[illegible]

EXHIBIT G
LOCUST STREET AND 8TH STREET ENCROACHMENTS



PRELIMINARY - NOT FOR CONSTRUCTION


Straka Johnson Architects, P.C.
 5555 Digital Drive
 Des Moines, Iowa 50325
 Phone: (515) 281-2200
 Fax: (515) 281-2044
 www.sja.com

NEWSPRINT - NOT FOR CONSTRUCTION
 Date: 11/20/24
 Job: 20001
 Sheet: 1 of 8
 Number:

COTTINGHAM & BUTLER
CHILDCARE FACILITY
 DES MOINES, IOWA 50301


Stroka Johnson Architects, P.C.
 8000 Digital Drive
 Suite 200
 Danvers, MA 01923
 Phone: (978) 750-2500
 Fax: (978) 750-2501

COTTINGHAM & BUTLER
CHILDCARE FACILITY
 DEERFIELD, ILLA 60015

Date 11/1/2024
 Job 2001
 Revision
 Sheet
 2 of 8

A2



PRELIMINARY - NOT FOR CONSTRUCTION

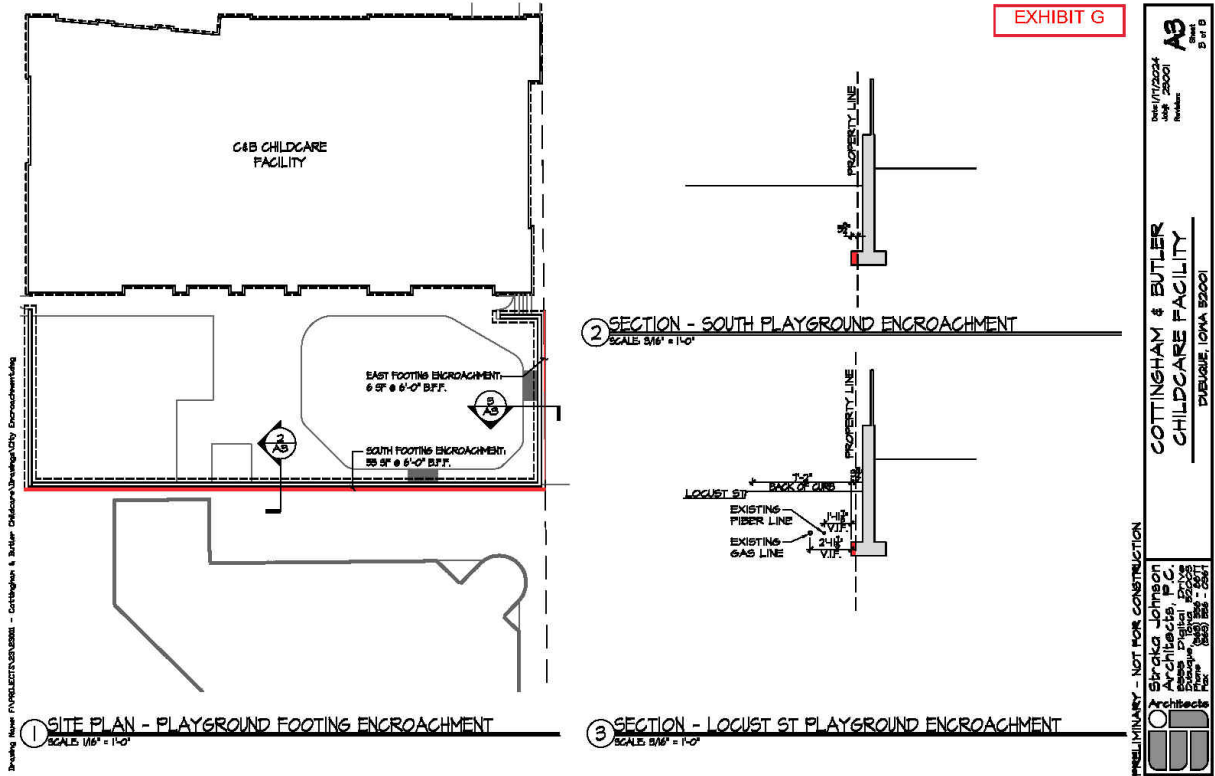


EXHIBIT H
ALLEY ENCROACHMENTS

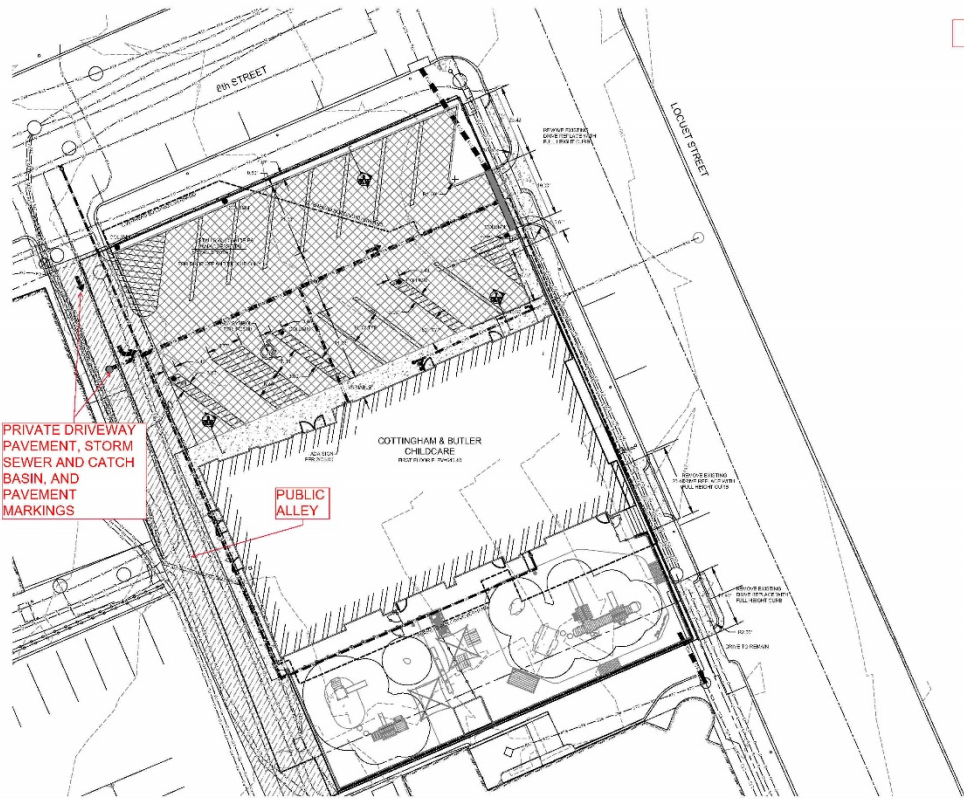


EXHIBIT H

PUESING Architects, Inc.
ARCHITECTS

CONCOL

COTTINGHAM & BUTLER
CHILDCARE FACILITY
DUBUQUE, IOWA 52001

Scale: 1" = 10'-0"

North Arrow

DATE: 12/20/2024
DRAWN BY: P. C. B.
CHECKED BY: J. C. B.
PROJECT NO.: 202401
SHEET NO.: 1
SHEET TITLE: SITE LAYOUT PLAN

NOTICE OF A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA, ON A PROPOSED DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND CBDC, LLC, INCLUDING AUTHORIZING THE ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE GRANT OBLIGATIONS PURSUANT TO THE DEVELOPMENT AGREEMENT

PUBLIC NOTICE is hereby given that the City Council of the City of Dubuque, Iowa, will hold a public hearing on the 1st day of April, 2024, at 6:30 p.m. in the City Council Chambers at the Historic Federal Building, 350 W. 6th St., Dubuque, Iowa, at which meeting the City Council proposes to take action to approve a Development Agreement between and between the City of Dubuque, Iowa and CBDC, LLC, for the construction of a childcare facility located at 781 Locust Street. A copy of Development Agreement is now on file at the Office of the City Clerk, City Hall, 50 W. 13th Street, Dubuque, Iowa, including the issuance of economic development grants (Urban Renewal Tax Increment Revenue Grant Obligations) described therein in order to carry out the purposes and objectives of the Urban Renewal Plan for the Greater Downtown Urban Renewal District, consisting of the funding of economic development grants for CBDC, LLC, under the terms and conditions of the Urban Renewal Plan for the Greater Downtown Urban Renewal District. The aggregate amount of the Urban Renewal Tax Increment Revenue Grant Obligations cannot be determined at the present time, but is not expected to exceed \$2,525,000.

At the meeting, the City Council will receive oral and written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the City Council may at this meeting or at any adjournment thereof, authorize such issuance of the Urban Renewal Tax Increment Revenue Grant Obligations or abandon the proposal. By order of the City Council the hearing and appeals therefrom shall be held in accordance with and governed by the provisions of Section 403.9 of the Code of Iowa.

This notice is given by order of the City Council of the City of Dubuque, Iowa, as provided by Chapter 403 of the Code of Iowa.

Dated this 18th day of March 2024.

Adrienne N. Breittfelder City Clerk of Dubuque, Iowa

City of Dubuque
City Council Meeting

Boards/Commissions # 01.

ITEM TITLE: Boards and Commission Application Appointments
SUMMARY: Appointments to the following commissions to be made at this meeting.

Housing Appeals and Mediation Board
One, 3-Year Term through January 1, 2027 (Vacant term of Lenhart)
Applicant:

- Jeff Lenhart, 1085 Main St.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

Description	Type
Overview Sheet	Supporting Documentation
Housing Appeals and Mediation Board Applicant	Supporting Documentation
Details and Openings	Supporting Documentation

**APPLICATIONS FOR CITY OF DUBUQUE
BOARDS AND COMMISSIONS
For Council Meeting,
Monday, March 18, 2024
6:30 p.m., Historic Federal Building, 350 W. 6th Street**

<p>APPOINTMENTS TO THE FOLLOWING COMMISSIONS TO BE MADE AT THIS MEETING.</p>

Housing Appeals and Mediation Board

One, 3-Year Term through January 1, 2027 (Vacant term of Lenhart)

Applicant:

- Jeff Lenhart, 1085 Main St.

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: Friday, February 16, 2024 10:18 AM
To: Adrienne Breitfelder; Trish Gleason; Alexis Steger; Michael Belmont
Subject: Online Form Submittal: Board/Commission Application Form

This sender is trusted.

Board/Commission Application Form

Individuals serving on Boards and Commissions play an important role in advising the City Council on matters of interest to our community and its future. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA, accepts applications for any Board and/or Commission at any time. Applications stay active for one year from the date of receipt in the Clerk's Office. Applications to multiple vacancies and/or reappointment requests requires separate applications.

Please complete the online application and separate optional demographic information below

Personal Information

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

Name: Jeff Lenhart

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: City of Dubuque Housing team member

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.	1085 Main Street, Apartment 4C
City	Dubuque
State	Iowa
Zip Code:	52001
Preferred Phone Number:	563-880-1042
Email Address(es):	lenhartjeff@gmail.com
Place of Employment:	Dubuque Rescue Mission
Business Phone Number:	563-583-1394
Job Title/ Duties:	Executive Assistant
Please list your experience, skills and or education that have prepared you for service on this board/commission:	My involvement since I've been in Dubuque, with homelessness, along with national housing/homeless organizations have opened my eyes in major ways about the problems that people WITH homes, along with individuals who have no homes, struggle with.
What contributions can you make or state reason for applying?	I believe I can be the voice of people who sometimes feel like they have no voice when it comes to housing problems in our community. It's important to ask questions, to understand situations, to try to have an open mind when individuals have housing problems in our community.
Describe your experience working in diverse environments:	I've been a team member at the Dubuque Rescue Mission since 2015, and prior to that, I was a volunteer. I've been able to meet with individuals from ALL walks of life, being able to see their struggles that they face with affordable housing,

landlord/tenant issues, not being able to have a decent and safe place to call home.

Describe your experience engaging other community members to gather their input and opinions:	It's been helpful to ask questions to community members, to try and get to the root of the problems that they face, especially dealing with housing issues. Whether it's meeting with citizens face-to-face, or even using social media to create dialogue, and open discussion, has proven to be very useful in the past.
---	--

List two references: (Include their name and phone number)	Rick Mihm: 563-451-8935 Deborah and Roy Buol: 563-564-5455
---	---

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?	Human Rights Commission, Housing and Community Development, Housing Appeals and Mediation
----------------	---

Have you participated in the City Life program?	Yes
---	-----

If so, when?	2013-2014
--------------	-----------

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

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

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): Jeff Lenhart

Date: 02/16/2024

Email not displaying correctly? [View it in your browser.](#)

CITY OF DUBUQUE

BOARDS AND COMMISSIONS DETAILS AND OPENINGS

X / X / 24

Indicates openings within 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	6/30/25
Public Member 1	Shirley	Davis-Orwoll	6/30/25
Public Member 2	Doug	Donald	6/30/26
Public Member 3	Susan	Riedel	6/30/26
Public Member 4	Nicholas	Halder	6/30/25

BUILDING CODE ADVISORY AND APPEALS BOARD

3 Yr. Term -Meets on Call; 4:30 p.m., Federal Bldg.

Altn. Commercial Construct Pro 1	Open	Open	1/1/24
Altn. Electrical Construct Pro 1	Adam	Brown	1/1/27
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	1/1/27
HVAC Construct Pro 1	Corey	Valaskey	1/1/27
Multidisciplinary Rep. 1	Open	Open	1/1/24
Multidisciplinary Rep. 2	Open	Open	1/1/24
Plumbing Construct Pro 1	Open	Open	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 every third 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	Kehoe	8/17/24
Low/Moderate Income Rep. 1	Kelly	Fox	2/15/26
Low/Moderate Income Rep. 2	Gerald	Hammel Jr.	2/15/27
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**

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	Open	Open	1/1/24
Public Member 6	Theresa	Sampson	1/1/27
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 on Call, 4:30 p.m., Federal Bldg.**

Public Member 1	Mary	Gotz	1/1/27
Public Member 2	Luke	Hoffmann	1/1/27
Public Member 3	Open	Open	1/1/24
Public Member 4	Lynn	Sutton	1/1/27
Public Member 5	Open	Open	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	Kehoe	8/17/24
Public Member 2	Ross	Janes	8/17/24
Public Member 3	Rick	Merfeld	8/17/25
Public Member 4	Open	Open	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	Open	Open	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	8/17/26
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

LONG RANGE PLANNING ADVISORY COMM.**3 Yr. Term - Meets 3rd Wed. 5:30 p.m., Federal Bldg.**

Housing Commission Rep. 1	Rick	Merfeld	8/17/25
Public Member 1	Mark	Ward	7/1/26
Public Member 2	Michael	Rabagia	7/1/26
Public Member 3	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 bi-monthly Sept. to May, 2nd Thur.****Intermodal Transit Station**

Public Member 1	Open	Open	7/30/25
Public Member 2	Open	Open	7/30/26
Public Member 3	Greg	Orwoll	7/30/26
Public Member 4	Dora	Serna	7/30/26
Public Member 5	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

Public Hearings # 01.

ITEM TITLE:	Request to Rezone Property at 35 Locust Street from C-3 General Commercial to C-4 Downtown Commercial.
SUMMARY:	Proof of publication on notice of public hearing to consider approval of a request from Joshua Jansen to rezone property located at 35 Locust Street from C-3 General Commercial to C-4 Downtown Commercial, and Zoning Advisory Commission recommending approval.
	ORDINANCE Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by reclassifying hereinafter described property from C-3 General Commercial to C-4 Downtown Commercial
SUGGESTED DISPOSITION:	Suggested Disposition: Receive and File; Motion B; Motion A

ATTACHMENTS:

Description	Type
ZAC Letter to Council	Supporting Documentation
Planning Application - Herzog	Supporting Documentation
Planning Application - Welbes	Supporting Documentation
Vicinity Map	Supporting Documentation
Staff Report	Staff Memo
C-3 General Commercial Zoning Regulations	Supporting Documentation
C-4 Downtown Commercial Zoning Regulations	Supporting Documentation
Ordinance	Ordinance

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



March 8, 2024

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

Applicant: Joshua Jansen
Location: 35 Locust Street
Description: To rezone property from C-3 General Commercial to C-4 Downtown Commercial

Dear Mayor and City Council Members:

The City of Dubuque Zoning Advisory Commission has reviewed the above-cited request at their meeting on March 6, 2024. The application, staff report, and related materials are attached for your review.

Discussion

The applicant, Joshua Jansen, 11368 Rock Grove Court, spoke in favor of the request noting that the rezoning would allow for reduced setbacks and additional building height for a new development. He said the project would have ground level parking and commercial spaces, with a total of 81 residential units located on 4 stories above. He shared that nearby existing surface parking lots would also be a part of the project. He said that aesthetically, the project would pay homage to Dubuque's downtown and have a brick façade and a courtyard.

Mike Sivill, 307 Jones Street, noted that he believes a larger project like this would increase the foot traffic from this neighborhood to downtown. He stated he did not oppose the project but would like to see the pedestrian crossings to downtown be improved as there is currently not a safe route.

Travis Nelson, 305 Jones Street, noted that he was initially curious about parking and that the applicant addressed his concerns when he noted the additional lot for parking. He stated he did not have any further concerns.

Mr. Jansen added that he was looking into whether one-way traffic would be an option along Locust Street, which could possibly allow for angled parking along the street near the project. Commissioner Russell questioned approximately how many parking spaces would be proposed. Mr. Jansen stated approximately 120.

Staff detailed the staff report noting the while the applicant has a specific project in mind, the rezoning would allow for all permitted uses within the C-4 zoning district. Staff shared a chart providing a side-by-side list of the permitted uses allowed in the existing C-3 zoning district and in the proposed C-4 zoning district and which also highlighted the uses that are permitted in both zoning districts. Staff noted that the applicant has gone through a conceptual review with the City's Development Review Team. Staff stated that while development of the site is anticipated to result in an increase of traffic to the neighborhood it would be primarily neighborhood traffic as the site is quite isolated. Staff concluded by stating that the area is a mix of uses and zoning districts and that the proposed rezoning would be in keeping with other zoning districts in the neighborhood.

The Zoning Advisory Commission discussed the request, finding it appropriate.

Recommendation

By a vote of 4 to 0, the Zoning Advisory Commission recommends that the City Council approve the request.

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

Respectfully submitted,



Matt Mulligan, Chairperson
Zoning Advisory Commission

Attachments

- ☐ Demolition Review
- ☐ Historic Revolving Loan
- ☐ Certificate of Economic Non-Viability
- ☐ Design Review Certificate of Appropriateness
- ☐ Advisory Design Review (Public Projects)
- ☐ Historic Designation

Fee \$ 696- Ck# 4071 ☐ CC ☐ Cash Received by [Signature] Date 2/9/24

APPLICATION FORM

Zoning Advisory Commission

- ☐ Amended PUD
☒ Rezoning/PUD/ID
☐ Text Amendment
☐ Simple Subdivision
☐ Preliminary Plat
☐ Major Final Plat
☐ Minor Final Plat
☐ Waiver from Site Design Standards

Zoning Board of Adjustment

- ☐ Conditional Use Permit
☐ Special Exception
☐ Variance
☐ Appeal

Development Services

- ☐ Annexation
☐ Limited Setback Waiver
☐ Site Plan Simple
☐ Site Plan Minor
☐ Site Plan Major
☐ Simple Subdivision
☐ Temporary Use Permit
☐ Port of Dubuque/
Chaplain Schmitt Island
Design Review

Historic Preservation Commission

- ☐ Demolition Review
☐ Historic Revolving Loan
☐ Certificate of Economic Non-Viability
☐ Design Review Certificate of Appropriateness
☐ Advisory Design Review (Public Projects)
☐ Historic Designation

Please complete the applicable sections below. Please type or print legibly.

A. Property Information

Site Location/Address: Bissel Ln. Dubuque, IA 52001
Legal Description/Parcel ID#/Subdivision: 1025426009
Existing Zoning: C-3 Proposed Zoning: C-4 Site Area (square feet/acres): 756 SF
Historic District: _____ andmark: ☐ Yes ☒ No

B. Describe proposal and reason for application (attach a letter of explanation, if necessary):

Property needs to be rezoned to allow for a multi-family residential development.

C. Applicant/Agent Information

Name: Josh Jensen Phone: (563) 513-7087
Address: 11368 Rock Grove Ct City: Dubuque
State: IA Zip: 52001 Email: joshj@ms-dubq.com

D. Property Owner(s) Information

Name(s): Bertha B. Welbes-Ament Phone: 563-542-3295
Address: 2196 Broadlawn Rd City: DBQ
State: IA Zip: 52001 Email: Berthament@msn.com

E. Certification: I/we, the undersigned, do hereby certify/acknowledge that:

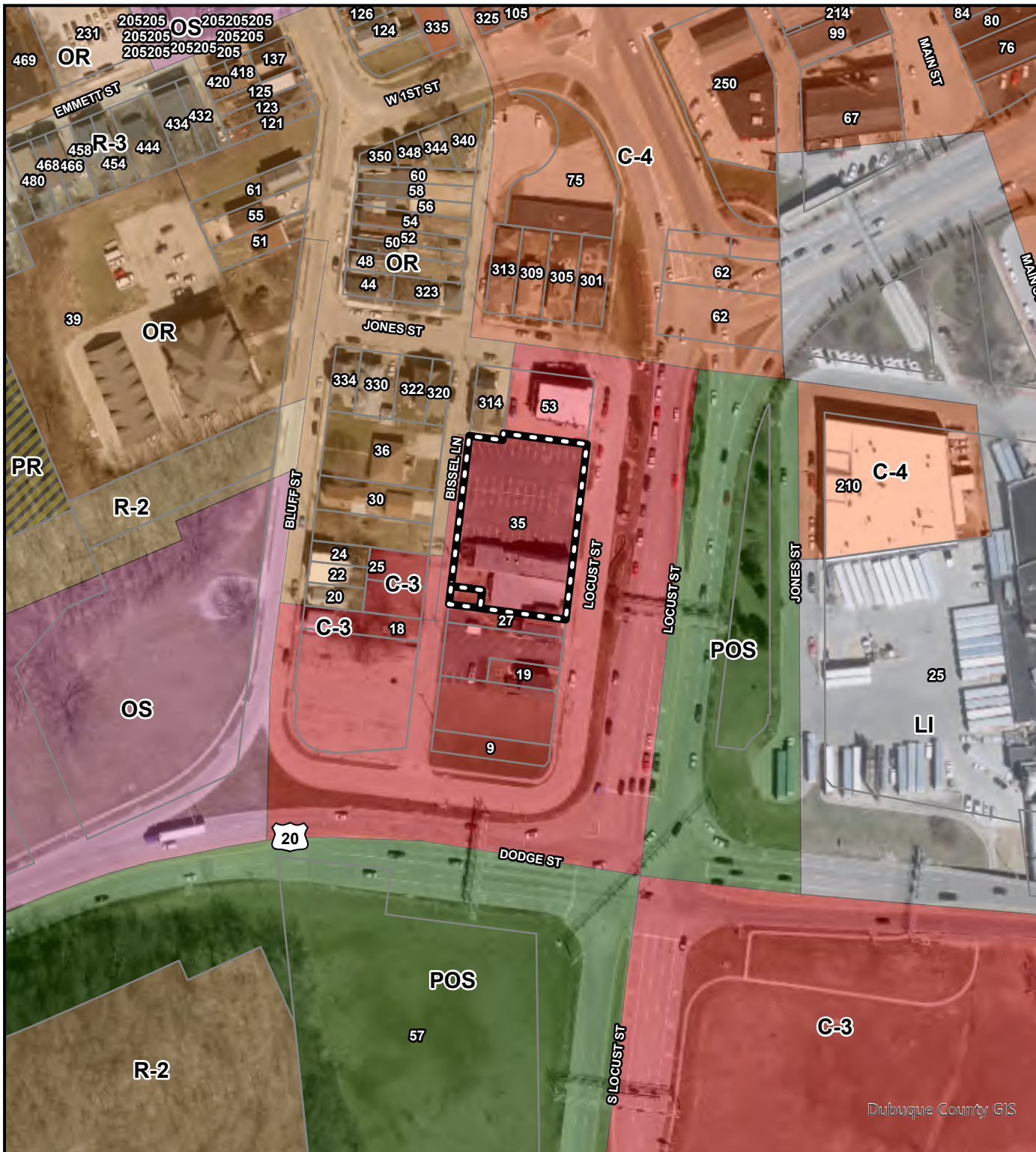
1. Payment does not guarantee approval and fees are nonrefundable;
2. All additional required written and graphic materials are attached;
3. It is the property owner's responsibility to locate property lines and to review the abstract for easements and restrictive covenants; and
4. The information submitted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

Applicant/Agent: Josh Jensen Date: 02-09-2024

Property Owner(s): Bertha Welbes-Ament Date: 02-09-2024

FOR OFFICE USE ONLY

Fee \$ 6960 Ck# 4071 ☐ CC ☐ Cash Received by [Signature] Date 2/9/24




Vicinity Map



Applicant: Joshua Jansen

Location: 35 Locust Street, PIN 1025426021
 and 102542600905

Description: To rezone property from C-3
 General Commercial to C-4 Downtown
 Commercial.

 Subject Property



1:2,000

Property Address: 35 Locust Street, PIN 1025426021 and 1025426009

Property Owner: Ray and Sandy Herzog
Bertha B. Welbes-Ament

Applicant: Josh Jansen, Restoration and Renovation Services, LLC

Description: To rezone property from C-3 General Commercial to C-4 Downtown Commercial.

Proposed Land Use: Residential/Commercial **Proposed Zoning:** C-4

Existing Land Use: Restaurant/Residential **Existing Zoning:** C-3

Adjacent Land Use: North – Residential/Commercial
East – Commercial
South – Commercial
West – Residential/Commercial

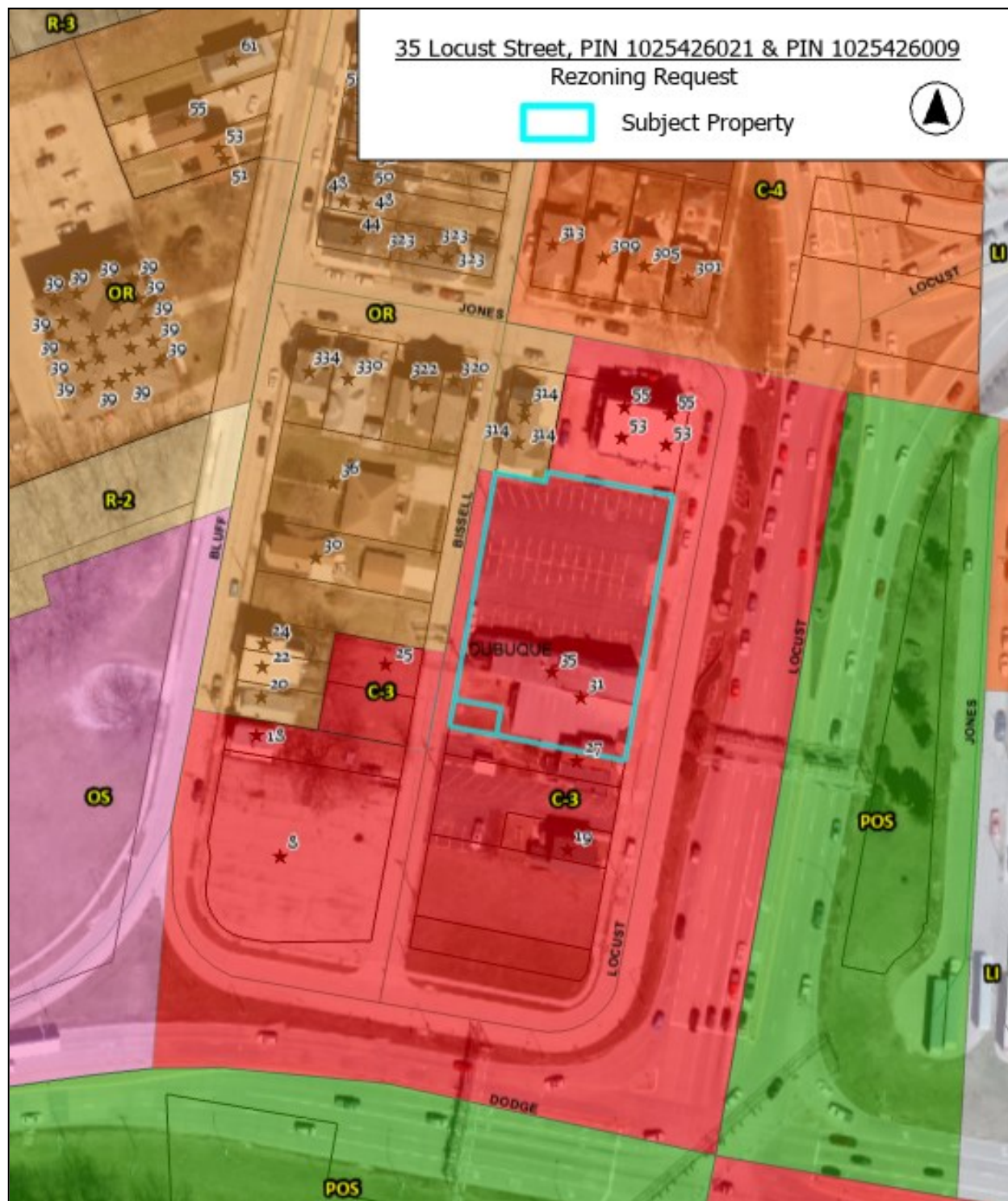
Adjacent Zoning: North – OR/C-3
East – POS/C-3
South – C-3
West – OR/C-3

Former Zoning: Prior to 1975 – Light Industrial
1975 – C-4 Commercial and C-5 Commercial
1985 – C-3 General Commercial

Total Area: .62 acres / 16,500 sq. ft. (PIN 1025426021)
.02 acres / 760 sq. ft. (PIN 1025426009)

Property History: The subject property is comprised of two lots. The lot at 35 Locust Street (PIN 1025426021) is currently improved with The Bridge Restaurant, a surface parking lot, and one residential townhome. The smaller lot (PIN 1025426009) is located southwest of the larger lot and is currently vacant, but historically contained a single-family residence.

Physical Characteristics: The subject property consists of two lots totaling approximately .64 acres (17,260 sq. ft.) in area. The subject site has frontage along Locust Street to the east and Bissell Lane to the west. The property is primarily flat with an overall elevation change of approximately 6' from Locust Street up to Bissell Lane. The surrounding development consists of a mix of residential and commercial uses including a psychic center and Southend Tap bar.



Concurrence with Comprehensive Plan: The Comprehensive Plan encourages mixed-use development to create diverse and self-sufficient neighborhoods. It also recommends that incompatible uses be buffered and protected from each other. The City's Future Land Use Map identifies the subject property as Mixed Use.

Impact of Request on:

Utilities: Existing utilities are adequate to serve the subject property.

Traffic Patterns/Counts: The Iowa Department of Transportation (IDOT) categorizes this portion of Locust Street and Bissell Lane as Local Streets and provides traffic count data from 1998. According to the 1998 counts, this section of Locust Street and Bissell Lane each have an average daily traffic count of 2,530 trips. This area of Locust Street and Bissell Lane are only accessible from Bluff Street and as such these streets are generally not impacted by through traffic. Rather, traffic in the neighborhood is primarily generated by the existing residential and commercial uses. The proposed rezoning in general is not anticipated to increase traffic to the subject site; however, any future redevelopment of the subject property may warrant a traffic analysis or study to determine the potential traffic impacts.

Public Services: Existing public services are adequate to serve the subject property regardless of how it may be utilized or redeveloped.

Environment: The subject property consists of two lots, one of which is vacant and one of which is improved with The Bridge Restaurant, a surface parking lot, and a residential unit. The applicant is requesting the rezoning with the intention of redeveloping the subject site to include a multi-story residential building with parking and commercial space on the ground floor. Any redevelopment of the property would be subject to review by the city's Development Review Team (DRT) to ensure the work is compliant with city codes and to ensure any potential effects on the environment would be mitigated through appropriate site development. Therefore, the proposed rezoning is not anticipated to have any adverse impacts on the environment.

Adjacent Properties: The subject property is surrounded by a mix of residential and commercial uses. Residential uses including single-family homes and multi-family units. The commercial uses include a psychic center and Southend Tap bar. The property is separated from additional commercial development to the east by the IDOT Locust Street right-of-way. The proposed rezoning would change the zoning designation for the subject property only and any future redevelopment of the subject property would be subject to site plan review by the City's DRT. Therefore, it is not anticipated that the proposed rezoning would negatively affect adjacent properties.

CIP Investments: None.

Staff Analysis: The applicant proposes to rezone the subject property from C-3 General Commercial to C-4 Downtown Commercial. The subject property is comprised of two lots. The lot at 35 Locust Street (PIN 1025426021) is currently improved with The Bridge Restaurant, a surface parking lot, and one residential townhome. The smaller lot (PIN 1025426009) is located southwest of the larger lot and is currently vacant, but historically contained a single-family residence.

The subject property consists of two lots totaling approximately .64 acres (17,260 sq. ft) in area. The subject site has frontage along Locust Street to the east and Bissell Lane to the west. The property is primarily flat with an overall elevation change of approximately 6' from Locust Street up to Bissell Lane. Surrounding development consists of a mix of residential and commercial uses including a psychic center and Southend Tap bar.

The Iowa Department of Transportation (IDOT) categorizes this portion of Locust Street and Bissell Lane as Local Streets and provides traffic count data from 1998. According to the 1998 counts, this section of Locust Street and Bissell Lane each have an average daily traffic count of 2,530 trips. This area of Locust Street and Bissell Lane are only accessible from Bluff Street and as such these streets are generally not impacted by through traffic. Rather, traffic in the neighborhood is primarily generated by the existing residential and commercial uses. The proposed rezoning in general is not anticipated to increase traffic to the subject site; however, any future redevelopment of the subject property may warrant a traffic analysis or study to determine the potential traffic impacts.

The applicant is requesting the rezoning with the intention of redeveloping the subject site to include a multi-story residential building with parking and commercial space on the ground floor. The subject property is adequately served by existing utilities and public services and would be, regardless of the type of development on the site. Any redevelopment of the property would be subject to review by the city's Development Review Team (DRT) to ensure the work is compliant with city codes and to ensure any potential effects on the environment would be mitigated through appropriate site development. Therefore, the proposed rezoning is not anticipated to have any adverse impacts on the environment.

The C-3 zoning district allows for fifty-eight (58) Principal Permitted Uses and the proposed C-4 zoning district allows for fifty-six (56) Principal Permitted Uses. The chart below provides a side-by-side summary of the Principal Permitted Uses in both zoning districts. The uses highlighted in yellow are permitted in each zoning district. A copy of the full summary of each zoning district is attached to this report.

See chart on the following page.

Principal Permitted Uses	
C-3 Zoning District	C-4 Zoning District
Agricultural supply sales	Agricultural supply sales
Animal hospital or clinic	Animal hospital or clinic
Artist studio	Appliance sales or service
Auditorium or assembly hall	Art gallery, museum, or library
Bakery	Artist studio
Bank, savings and loan, or credit union	Auditorium or assembly hall
Bar or tavern	Automated gas station
Barber or beauty shop	Bakery
Business services	Banks, savings and loan, or credit union
Car wash, full service	Bar or tavern
Car wash, self-service	Barber or beauty shop
Commercial greenhouse	Business services
Construction supply sales or service	Catalog center
Contractor shop or yard	Commercial greenhouse
Dental or medical lab	Construction supply sales or service
Department store (60,000 sq. ft. maximum)	Contractor shop or yard
Drive-up automated bank teller	Dental or medical lab
Farm implement sales or service	Department store
Furniture upholstery or repair	Furniture or home furnishings sales
Gas station	Furniture upholstery or repair
General office	Gas station
Golf course	General office
Grocery store	Grocery store
Hotel	Hotel
Indoor amusement arcade	Housing for elderly or persons with disabilities
Indoor recreation facility	Indoor amusement center
Indoor restaurant	Indoor recreation facility
Indoor theatre	Indoor restaurant
Laundry, dry cleaner, or laundromat	Indoor theater
Licensed childcare center	Laundry, dry cleaner, or laundromat
Medical office	Licensed childcare center
Mini warehouse	Medical office
Mobile or manufactured home sales or service	Mortuary or funeral home
Mortuary or funeral home	Neighborhood shopping center
Moving or storage facility	Parking structure
Museum or library	Pet daycare or grooming
Neighborhood shopping center	Photographic studio
Parking structure	Place of religious exercise or assembly
Parks, public or private, and similar natural recreation area	Printing or publishing
Pet daycare or grooming	Private club
Photographic studio	Parks, public or private, and similar natural recreation area
Place of religious exercise or assembly	Public, private, or parochial school approved by the State of Iowa (K-12)
Printing or publishing	Railroad or public or quasi-public utility, including substation
Private club	Registered child development home
Railroad or public or quasi-public utility, including substation	Residential use above the first floor only
Registered child development home	Retail sales or service
Residential use above the first floor only	School of private instruction
Restaurant, drive-in or carryout	Service station
Retail sales and service	Shoe repair
School of private instruction	Supermarket
Service station	Tailor or alteration shop
Tattoo parlor	Tattoo parlor
Tour home	Tour home
Vehicle body shop	Upholstery shop

Vehicle sales or rental	Vending or game machine sales or service
Vehicle service or repair	Wholesale sales or distributor
Vending or game machine sales or service	
Wholesale sales or distributor	

Approval of the proposed rezoning is generally not anticipated to substantially alter the fabric of the neighborhood. However, the Commission may wish to specifically consider whether all fifty-six (56) uses within the C-4 district would be appropriate in the neighborhood. It is also worth noting that the site is generally small and would likely require variance or waiver approvals to be able to accommodate most of the allowed uses due to development standards associated with site development, such as setbacks and open space.

The Comprehensive Plan encourages mixed-use development to create diverse and self-sufficient neighborhoods. It also recommends that incompatible uses be buffered and protected from each other. The City's Future Land Use Map identifies the subject property area as Mixed Use.

Planning staff recommends that the Zoning Advisory Commission review the information provided and make a recommendation on the requested rezoning to the City Council in accordance with Chapter 9 of the Unified Development Code and the criteria established for granting a zoning reclassification.

Prepared by: _____



Date: 02/29/2024

16-5-13: C-3 GENERAL COMMERCIAL:

The C-3 district is intended to provide locations for commercial uses which are designed to serve the motoring public or uses requiring highway or arterial locations. (Ord. 52-09, 10-19-2009)

16-5-13-1: PRINCIPAL PERMITTED USES:

The following uses are permitted in the C-3 district:

Agricultural supply sales.

Animal hospital or clinic.

Artist studio.

Auditorium or assembly hall.

Bakery (wholesale/commercial).

Bank, savings and loan, or credit union.

Bar or tavern.

Barber or beauty shop.

Business services.

Car wash, full service.

Car wash, self-service.

Commercial greenhouse.

Construction supply sales or service.

Contractor shop or yard.

Dental or medical lab.

Department store (60,000 square feet maximum).

Drive-up automated bank teller.

Farm implement sales or service.

Furniture upholstery or repair.

Gas station.

General office.

Golf course.

Grocery store.

Hotel.

Indoor amusement arcade.

Indoor recreation facility.

Indoor restaurant.

Indoor theater.

Laundry, dry cleaner, or laundromat.

Licensed childcare center.

Medical office.

Miniwarehouse.

Mobile or manufactured home sales or service.

Mortuary or funeral home.

Moving or storage facility.

Museum or library.

Neighborhood shopping center.

Parking structure.

Parks, public or private, and similar natural recreation areas.

Pet daycare or grooming.

Photographic studio.

Place of religious exercise or assembly.

Printing or publishing.

Private club.

Railroad or public or quasi-public utility, including substation.

Registered child development home.

Residential use above the first floor only.

Restaurant, drive-in or carryout.

Retail sales and service.

School of private instruction.

Service station.

Tattoo parlor.

Tour home.

Vehicle body shop.

Vehicle sales or rental.

Vehicle service or repair.

Vending or game machine sales or service.

Wholesale sales or distributor. (Ord. 52-09, 10-19-2009; amd. Ord. 17-13, 3-18-2013; Ord. 54-19, 12-16-2019; Ord. 30-21, 9-20-2021; Ord. 3-22, 1-18-2022; Ord. 44-23, 9-18-2023)

16-5-13-2: CONDITIONAL USES:

The following conditional uses may be permitted in the C-3 district, subject to the provisions of section 16-8-5 of this title:

Licensed adult day services.

Outdoor recreation or outdoor amusement center.

Passenger transfer facility.

Wind energy conversion system. (Ord. 52-09, 10-19-2009; amd. Ord. 54-19, 12-16-2019)

16-5-13-3: ACCESSORY USES:

The following uses are permitted as accessory uses as provided in section 16-3-7 of this title:

Any use customarily incidental and subordinate to the principal use it serves.

Crematorium accessory to a mortuary or funeral home.

Wind turbine (building mounted). (Ord. 52-09, 10-19-2009)

16-5-13-4: TEMPORARY USES:

Temporary uses shall be regulated in conformance with the provisions of section 16-3-19 of this title. (Ord. 52-09, 10-19-2009)

16-5-13-5: PARKING:

Minimum parking requirements shall be regulated in conformance with the provisions of chapter 14 of this title. (Ord. 52-09, 10-19-2009)

16-5-13-6: SIGNS:

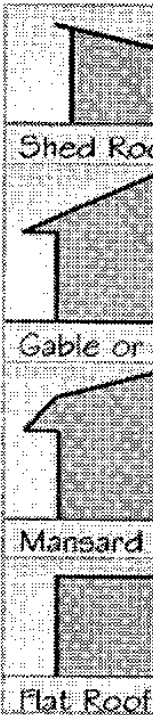
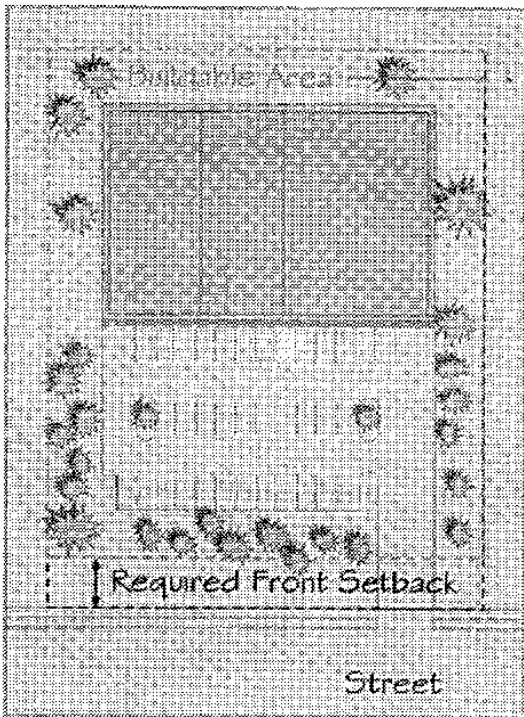
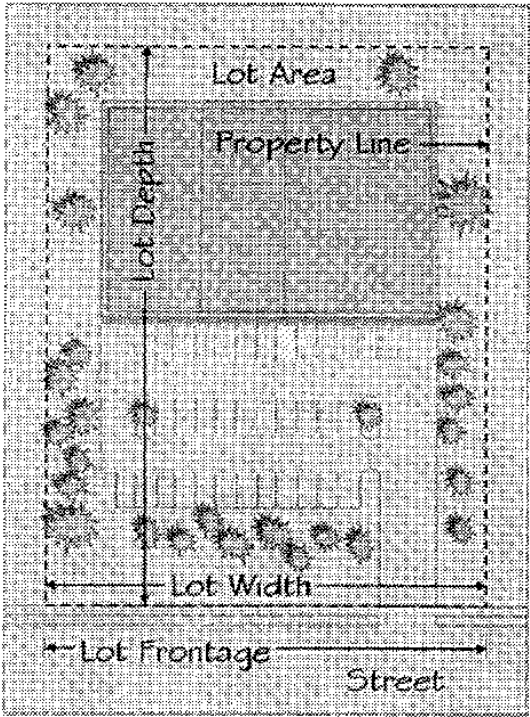
Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

16-5-13-7: BULK REGULATIONS:

C-3 General Commercial	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Setbacks				Maximum Height
				Front		Minimum Side ¹	Minimum Rear ²	
				Minimum	Maximum			
Licensed adult day services, licensed childcare center	5,000 sq. ft.	50 ft.	50%	20 ft.	-	-	-	40 ft.
Vehicle sales	20,000 sq. ft.	-	-	20 ft.	-	-	-	40 ft.
All other uses	-	-	-	20 ft.	-	-	-	40 ft.

Notes:

1. When abutting a residential or office residential district, a 20 foot side setback is required.
2. When abutting a residential or office residential district, a 20 foot rear setback is required.



(Ord. 52-09, 10-19-2009)

16-5-14: C-4 DOWNTOWN COMMERCIAL:

The C-4 district is intended to provide locations in the downtown commercial areas of the city for a large variety of uses. The C-4 district is not intended to have any application in undeveloped or newly developing areas of the city. The regulations for this district are designed to encourage the maintenance of existing uses and the private reinvestment and redevelopment of new uses. (Ord. 52-09, 10-19-2009)

16-5-14-1: PRINCIPAL PERMITTED USES:

The following uses are permitted in the C-4 district:

Agricultural supply sales.

Animal hospital or clinic.

Appliance sales or service.

Art gallery, museum, or library.

Artist studio.

Auditorium or assembly hall.

Automated gas station.

Bakery (wholesale/commercial).

Banks, savings and loan, or credit union.

Bar or tavern.

Barber or beauty shop.

Business services.

Catalog center.

Commercial greenhouse.

Construction supply sales or service.

Contractor shop or yard.

Dental or medical lab.

Department store.

Furniture or home furnishing sales.

Furniture upholstery or repair.

Gas station.

General office.

Grocery store.

Hotel.

Housing for the elderly or persons with disabilities.

Indoor amusement center.

Indoor recreation facility.

Indoor restaurant.

Indoor theater.

Laundry, dry cleaner, or laundromat.

Licensed childcare center.

Medical office.

Mortuary or funeral home.

Neighborhood shopping center.

Parking structure.

Pet daycare or grooming.

Photographic studio.

Place of religious exercise or assembly.

Printing or publishing.

Private club.

Public or private park or similar natural recreation area.

Public, private or parochial school approved by the state of Iowa (K - 12).

Railroad or public or quasi-public utility, including substation.

Registered child development home.

Residential use above the first floor only.

Retail sales or service.

School of private instruction.

Service station.

Shoe repair.

Supermarket.

Tailor or alteration shop.

Tattoo parlor.

Tour home.

Upholstery shop.

Vending or game machine sales or service.

Wholesale sales or distributor. (Ord. 52-09, 10-19-2009; amd. Ord. 41-16, 8-15-2016; Ord. 54-19, 12-16-2019; Ord. 30-21, 9-20-2021; Ord. 3-22, 1-18-2022)

16-5-14-2: CONDITIONAL USES:

The following conditional uses may be permitted in the C-4 district, subject to the provisions of section 16-8-5 of this title:

Car wash.

Drive-up automated bank teller.

Licensed adult day services.

Off street parking.

Passenger transfer facility.

Restaurant, drive-in or carryout.

Vehicle body shop.

Vehicle sales or rental.

Vehicle service or repair.

Wind energy conversion system. (Ord. 52-09, 10-19-2009; amd. Ord. 54-19, 12-16-2019; Ord. 44-23, 9-18-2023)

16-5-14-3: ACCESSORY USES:

The following uses are permitted as accessory uses as provided in section 16-3-7 of this title:

Any use customarily incidental and subordinate to the principal use it serves.

Crematorium accessory to a mortuary or funeral home.

Drive-up automated bank teller.

Wind turbine (building mounted). (Ord. 52-09, 10-19-2009)

16-5-14-4: TEMPORARY USES:

Temporary uses shall be regulated in conformance with the provisions of section 16-3-19 of this title. (Ord. 52-09, 10-19-2009)

16-5-14-5: PARKING:

Off street parking is not required. New surface off street parking lots are prohibited unless approved by the city council. Underground and aboveground parking garages are allowed provided they are an integral part of a new or existing building. (Ord. 52-09, 10-19-2009)

16-5-14-6: SIGNS:

Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

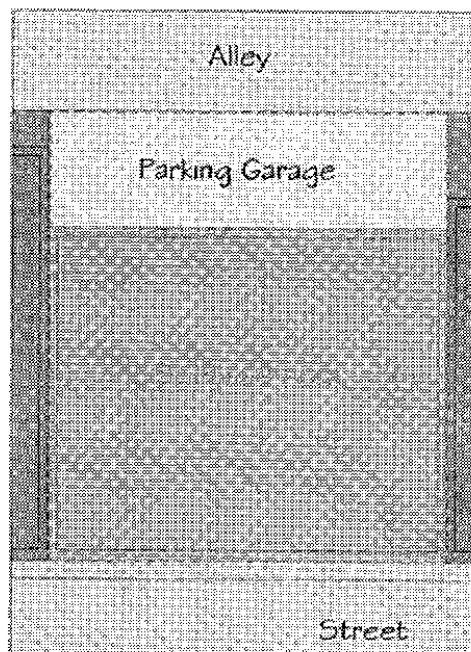
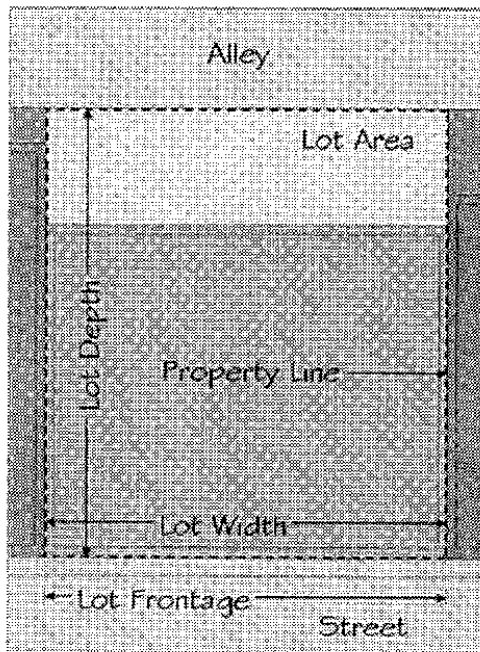
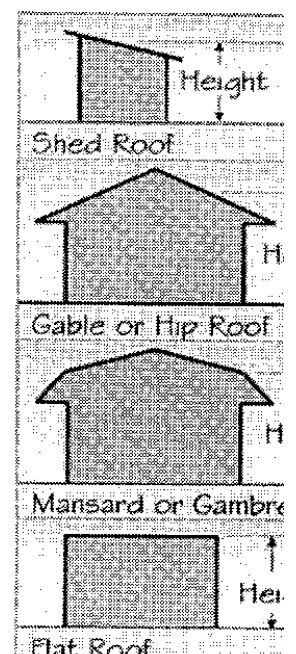
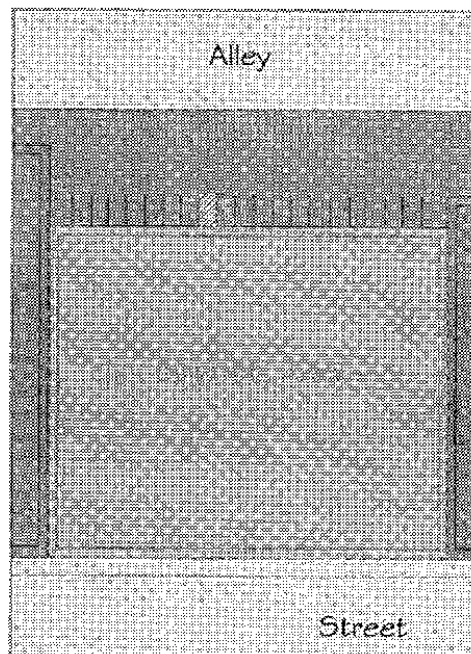
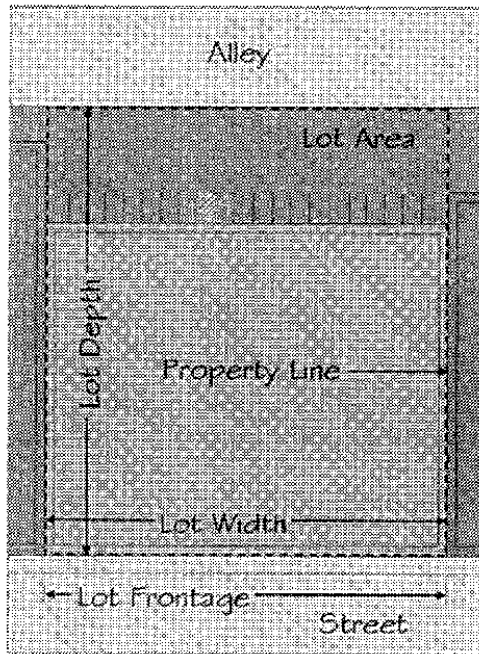
16-5-14-7: BULK REGULATIONS:

C-4 Downtown Commercial	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Setbacks			Maximum Height
				Minimum Front	Minimum Side ¹	Minimum Rear ²	
C-4 Downtown Commercial	Minimum Lot Area	Minimum Lot Frontage	Maximum Lot Coverage (Lot Area)	Minimum Front	Minimum Side ¹	Minimum Rear ²	Maximum Height
Permitted uses:							
Residential above first floor	-	-	-	-	-	-	75 ft.
Vehicle sales	20,000 sq. ft.	-	-	-	-	-	75 ft.
All other permitted uses	-	-	-	-	-	-	75 ft.
Conditional uses:							
Licensed adult day services, licensed childcare center	3,500 sq. ft.	50 ft.	50%	-	-	-	75 ft.
All other conditional uses	-	-	-	10 ft.	-	-	75 ft.

Notes:

1. When abutting a residential or office residential district, a 6 foot side setback is required.

2. When abutting a residential or office residential district, a 20 foot rear setback is required.



(Ord. 52-09, 10-19-2009)

Prepared by: Wally Wernimont, City Planner Address: City Hall, 50 W. 13th St Telephone: 563-589-4210
Return to: Adrienne N. Breitfelder, City Clerk Address: City Hall, 50 W. 13th St Telephone: 563-589-4121

ORDINANCE NO. - 24

AN ORDINANCE AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY RECLASSIFYING HEREINAFTER DESCRIBED PROPERTY FROM C-3 GENERAL COMMERCIAL DISTRICT TO C-4 DOWNTOWN COMMERCIAL.

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

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is hereby amended by reclassifying the hereinafter-described property from C-3 General Commercial District to C-4 Downtown Commercial District, to wit:

Lot 2 of the Northerly 21 feet of the North ½ of Lot 572, the South 21 feet of the North ½ of Lot 572, the South ½ of Lot 572, and the Northerly 40 feet of Lot 573; the Southerly 26 feet of Lot 573, Lot 574 "A", the Northerly ½ of Lot 574, except the Westerly 36 feet 2 inches thereof, Lot 1 of 575, and Lot 2 of 2 of Lot 575; and the Westerly 36 feet 2 inches of the Northerly ½ of Lot 574, all in the City of Dubuque, Iowa.

Section 2. That the foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. This Ordinance shall take effect immediately upon publication as provided by law.

Passed, approved and adopted this day of , 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

City of Dubuque City Council Meeting

Public Hearings # 02.

ITEM TITLE: Request to Amend a Planned Unit Development (PUD) to Allow Pet Daycare or Grooming as a Permitted Use.

SUMMARY: Proof of publication on notice of public hearing to consider approval of a request from Natalie Hazewinkel to to amend a Planned Unit Development to allow Pet Daycare or Grooming as a Permitted Use for property located at 4995 Radford Court and Zoning Advisory Commission recommending approval.

ORDINANCE Amending Title 16 of the City Of Dubuque Code of Ordinances Unified Development Code by Rescinding Ordinance No. 82-04 Which Provides Regulations for the PUD Planned Unit Development District with a Planned Commercial Designation and now being amended to modify the list of permitted uses to include Pet Daycare or Grooming.

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

ATTACHMENTS:

Description	Type
ZAC Memo to CC	Supporting Documentation
Application	Supporting Documentation
Applicant Narrative	Supporting Documentation
Staff Report	Supporting Documentation
Vicinity Map	Supporting Documentation
Ordinance	Ordinance
Ordinance - Exhibit A	Ordinance

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



March 14, 2024

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

Applicant: Natalie Hazewinkel
Location: 4995 Radford Court
Description: To amend a Planned Unit Development to allow Pet Daycare or Grooming as a Permitted Use.

Dear Mayor and City Council Members:

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

Discussion

The applicant, Natalie Hazewinkel, 709 Rhomberg Avenue, spoke in favor of the request stating that she currently operates her pet grooming business from her home. She explained that she is seeking to relocate her business to 4995 Radford Court and is requesting to rezone the property in order to allow pet grooming as a permitted use at that location.

There was no public input.

Staff discussed the request noting that the property is part of a Planned Unit Development (PUD) area that was split into two areas as a result of recent rezoning of a portion of the PUD area for a residential project. Staff stated that the PUD area was established in 2002 and was amended in 2004 to allow for indoor restaurant use, specifically for the Pizza Ranch. Staff explained that the PUD was initially intended to include uses permitted in the C-2 and CS zoning districts, along with some uses permitted in the LI zoning district. Staff stated that Pet Daycare or Grooming is a permitted use in the LI zoning district currently. Staff noted that the neighborhood is a mixed-use area, and that Radford Road is a Major Collector street, and that the proposed Pet Daycare or Grooming is anticipated to be a compatible use within the neighborhood.

The Commission discussed the request finding it appropriate.

Motion by Zuccaro, seconded by Russell, to approve the PUD amendment as submitted.
Motion carried by the following vote: Aye – Lohrmann, Russell, Zuccaro, and Mulligan;
Nay – none.

Recommendation

By a vote of 4 to 0, the Zoning Advisory Commission recommends that the City Council approve the request.

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Matthew Mulligan", is written over a horizontal line.

Matthew Mulligan, Chairperson
Zoning Advisory Commission

Attachments

APPLICATION FORM

Zoning Advisory Commission

- ☐ Amended PUD
☒ Rezoning/PUD/ID
☐ Text Amendment
☐ Simple Subdivision
☐ Preliminary Plat
☐ Major Final Plat
☐ Minor Final Plat
☐ Waiver from Site Design Standards

Zoning Board of Adjustment

- ☐ Conditional Use Permit
☐ Special Exception
☐ Variance
☐ Appeal

Development Services

- ☐ Annexation
☐ Limited Setback Waiver
☐ Site Plan Simple
☐ Site Plan Minor
☐ Site Plan Major
☐ Simple Subdivision
☐ Temporary Use Permit
☐ Port of Dubuque/
Chaplain Schmitt Island
Design Review

Historic Preservation Commission

- ☐ Demolition Review
☐ Historic Revolving Loan
☐ Certificate of Economic Non-Viability
☐ Design Review Certificate of Appropriateness
☐ Advisory Design Review (Public Projects)
☐ Historic Designation

Please complete the applicable sections below. Please type or print legibly.

A. Property Information

Site Location/Address: 4995 Radford Court, Dubuque, Iowa, 52002

Legal Description/Parcel ID#/Subdivision: _____

Existing Zoning: PUD C Proposed Zoning: C-3 Site Area (square feet/acres): 775

Historic District: _____ andmark: ☐ Yes ☒ No

B. Describe proposal and reason for application (attach a letter of explanation, if necessary):

Please see attached paper

C. Applicant/Agent Information

Name: Natalie Hazewinkel Phone: 563-590-8364

Address: 4039 Mount Vail Ridge City: Dubuque

State: Iowa Zip: 52001 Email: clubpawshdbq@gmail.com

D. Property Owner(s) Information

Name(s): KEVIN HEDLEY Phone: 563-564-5675

Address: 777 ANGELLA ST. City: DUBUQUE

State: IA Zip: 52001 Email: KM HEDLEY @ gmail. com

E. Certification: I/we, the undersigned, do hereby certify/acknowledge that:

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

Applicant/Agent: [Signature] Date: 2.1.24

Property Owner(s): [Signature] Date: 02/01/2024

FOR OFFICE USE ONLY

Fee \$ _____ Ck# _____ ☐ CC ☐ Cash Received by _____ Date _____

B. Describe proposal and reason for application (attach a letter of explanation, if necessary):

I am proposing to have 4995 Radford Court rezoned to C-3. I currently own Club Pawsh Grooming at 709 Rhomberg Ave. After being at that location for a little over a year now, I have noticed we are needing a little more space, better client parking, & being closer to our current clientele, which most are living on the westend of town. After finding 4995 Radford Court, It seems to be the perfect size, location, and shop set up! Only issue is that it is not currently zoned for a small grooming shop.

The grooming shop will not expand to the outside. All temporary holding kennels are kept inside. Pets come in and leave the same day. We do not offer any boarding or overnight holds.



REZONE REQUEST FOR 4995 RADFORD COURT, DUBUQUE, IA 52002

Who I am:

Hi! I'm 24 year old, Dubuque native, Natalie Hazewinkel. I have been grooming for over 5 years. My first 4 years I groomed at Urban Hound. In November of 2022, I purchased 709 Rhomberg Avenue and started my own business, *Club Pawsh Grooming, LLC*.

Why I want to move my business:

I'm looking for a slightly larger space on the west end of Dubuque. 4995 Radford Court offers more space as well as a central location for my customers, with more convenient parking.

What the new location will offer:

This new location will offer the same great full service grooming. Dogs are bathed and groomed inside. I do not offer boarding or any outdoor dog runs. All services offered are performed same day and inside the building. I'm open Monday thru Saturday, with hours between 7:30am to 5:00pm.

Thank you for your consideration,

Natalie Hazewinkel
Owner of *Club Pawsh Grooming, LLC*
563-599-2989



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

March 13, 2024

TO: Zoning Advisory Commission

FROM: Travis Schrobilgen, Assistant Planner

SUBJECT: To amend a Planned Unit Development to allow Pet Daycare or Grooming as a Permitted Use.

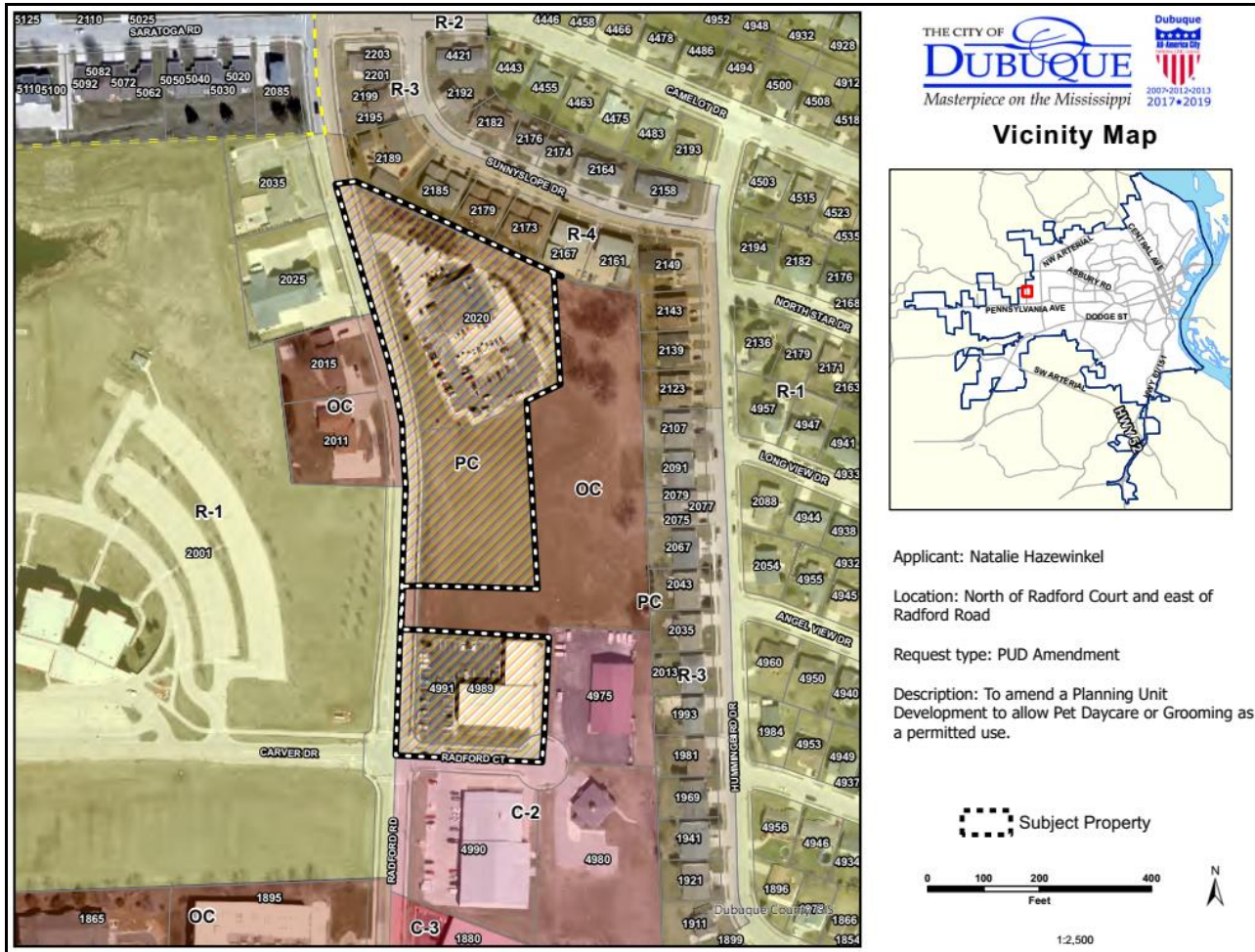
INTRODUCTION

The applicant is requesting to amend the existing Planned Unit Development (PUD) located northeast of the Radford Road and Radford Court intersection to allow Pet Daycare or Grooming as a Permitted Use.

BACKGROUND

The subject Planned Unit Development is located northeast of the Radford Road and Radford Court intersection. The PUD is accessed from Radford Court and Radford Road. The PUD was originally established in 2002, Ordinance 86-02, with a PC Planned Commercial designation. The PUD was later amended with Ordinance 82-04 to allow restaurants as a permitted use in the northern 1.3 acres of the PUD (the current site of Pizza Ranch). The PUD boundary was reduced in 2023 when a portion of the PUD was rezoned to OC to accommodate a multi-family development. The applicant is now requesting to amend the current PUD (Ordinance 82-04) so they can operate a dog grooming business from the property at 4989-4997 Radford Court.

The PUD boundary is identified in the image on the following page.



DISCUSSION

The applicant is requesting to amend the current PUD (Ordinance 82-04) so they can operate a dog grooming business from the property at 4989-4997 Radford Court.

The current list of permitted uses within the PUD includes a mixture of uses also permitted with the C-2, CS, and LI zoning districts. The proposed text amendment would modify the list of permitted uses to include Pet Daycare or Grooming. Pet Daycare and Grooming is allowed as a permitted use in C-3, C-4, CS, LI, HI, and MHI zoning districts and is also listed as a conditional use in the C-2 zoning district. All other development regulations with the PUD such as residence type, building height, lot sizes, parking requirements, and signage would remain unchanged.

The property is located in a mixed-use area along Radford Road, which is classified as a Major Collector by the Iowa Department of Transportation. The site itself limits the impact of the proposed use as the layout of the property limits the Pet Daycare and Grooming activity to indoor only. Additionally, given the original PUD was intended to permit a mixture of uses allowed the C-2, CS, and LI districts, and that Pet Daycare and Grooming is allowed as either a permitted or conditionally permitted use in each of

those districts, the proposed amendment is not expected to have a substantial impact on neighboring properties.

All developments within the PUD require building permits through Inspection and Construction Services. Additionally, developments that modify the site or any new construction would require a full site plan with review and approval through the City's Development Review Team (DRT). The DRT is comprised of multiple City departments including Engineering, Planning, Water Distribution, Fire, Police, Housing & Community Development, and Leisure Services. Site plans are reviewed by all relevant departments regarding street improvements, site access, parking, grading, screening, paving, park land, stormwater management, water connection, sanitary sewer connection, fire safety, and more.

RECOMMENDATION

City staff recommends that the Zoning Advisory Commission review the enclosed materials and make a recommendation to the City Council regarding the proposal to allow Pet Daycare or Grooming as a Permitted Use within the subject Planned Unit Development.

Attachments



Vicinity Map




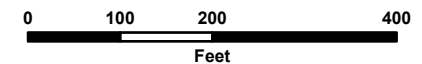
Applicant: Natalie Hazewinkel

Location: North of Radford Court and east of
 Radford Road

Request type: PUD Amendment

Description: To amend a Planning Unit
 Development to allow Pet Daycare or Grooming as
 a permitted use.

 Subject Property



Prepared by: Wally Wernimont, City Planner Address: City Hall, 50 W. 13th St Telephone: 589-4210
Return to: Adrienne Breittfelder, City Clerk Address: City Hall- 50 W. 13th St Telephone: 589-4121

ORDINANCE NO. -24

AN ORDINANCE AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES UNIFIED DEVELOPMENT CODE BY RESCINDING ORDINANCE NO. 82-04 WHICH PROVIDES REGULATIONS FOR THE PUD PLANNED UNIT DEVELOPMENT DISTRICT WITH A PLANNED COMMERCIAL DESIGNATION AND NOW BEING AMENDED TO MODIFY THE LIST OF PERMITTED USES TO INCLUDE PET DAYCARE OR GROOMING.

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

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is hereby amended by rescinding Ordinance 82-04 which provides regulations for a Planned Unit Development District with a Planned Commercial District designation, and now being amended to modify the list of permitted uses to include pet daycare or grooming.

As shown in Exhibit A, and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

Section 2. Pursuant to Iowa Code Section 414.5 (1993) and as an express condition of the reclassification, the undersigned property owner agrees to the following conditions, all of which the property owner further agrees are reasonable and imposed to satisfy the public needs that are caused directly by the zoning reclassification:

A. Use Regulations

The following regulations shall apply to all land uses in the above-described PUD District.

1. Principal permitted uses of the lots designated for commercial development shall be limited to:

Residential Uses above the first floor only
General offices
Medical/office/clinic
Indoor restaurant
Drive-in/carry-out restaurant
Dental medical lab
Schools of private instruction
Barber/beauty shops
Retail sales/services
Laundry/dry cleaner
Shoe repair
Tailoring/alterations
Catalog center
Laundromat
Artist studio
Photographic studio
Neighborhood shopping center
Furniture/home furnishings
Appliance sales and service
Office supply
Vending/game machines sales and service
Mail order houses
Auto parts/supply
Vehicle rental
Upholstery shop
Contractor shop/yard
Wholesale sales/distributor
Miniwarehousing
Refrigeration equipment and supply, sales, and service
Landscaping services
Animal hospital/clinic
Personal services
Automated gas station
Gas station
Service station
Bakery (wholesale/commercial)
Drive -up automated bank teller
Self-service car wash
Full-service car wash
Furniture upholstery repair
Business services
Banks, savings, and loans, and credit unions
Indoor recreation facilities
Printing and publishing
Laboratories for research or engineering

Pet daycare or grooming

Group daycare center provided that:

- a. Forty (40) square feet of indoor floor area (excluding halls and bathrooms) is provided per child in areas occupied by cribs, thirty-five (35) square feet of indoor area (excluding halls and bathrooms) is provided per child in areas not occupied by cribs times the licensed capacity; and seventy- five (75) square feet of fenced outdoor recreation space is provided per child using the space at a given time;
 - b. That parking requirements can be met;
 - c. Such facility shall supply loading and unloading of children so as not to obstruct public streets or create traffic or safety hazards;
 - d. All licenses have been issued or have been applied for awaiting the outcome of the Boards' decision;
 - e. Signage for a single-family home shall be limited to one non - illuminated, wall-mounted sign, not to exceed four (4) square feet in area; and
 - f. No group daycare center may be located within the same structure as any gas station, bar/tavern, automated gas station or facility selling, servicing, repairing or renting vehicles.
2. Accessory uses shall include any use customarily incidental and subordinate to the principle use it serves.

Parking group – see Section 4- 2 of the Zoning Ordinance.

B. Lot and Bulk Regulations

Development of land in the PUD District shall be regulated as follows:

All buildings and structures located on lots designated for commercial development shall meet bulk regulations set forth in the Zoning Ordinance for C-2 Neighborhood-Shopping Center; Section- 3-3. 2(F)

C. Performance Standards

The development and maintenance of uses in this PUD District shall be established in conformance with Section 3-5.5 of the Zoning Ordinance and the following standards:

1. Indoor restaurants and drive-in/carry-out restaurants are restricted to the north 1.3 acres of the Planned Commercial District.

2. Public streets within the Planned Unit Development District shall be designed and built to City Engineering specifications.
3. Erosion control shall be provided during all phases of construction.
4. Parking requirements for allowed uses in the PUD District shall be as per the parking group for the designated use, in accordance with Section 4-2 of the Zoning Ordinance.
5. Storm water detention facilities will be provided as per City Engineering requirements.
6. Adequate illumination shall be provided to areas used for vehicle and pedestrian circulation. Light fixtures shall be of a cut-off design and be mounted at a 72-degree angle to a vertical light standard.
7. Final site development plans shall be submitted in accordance with section 4-4 of the Zoning Ordinance of the City of Dubuque, Iowa prior to construction of any buildings.

Screening shall be placed along the boundary of the residential district as per City standards.

8. Outdoor storage must be screened to a height that obscures the stored material from adjacent residential property, but in no case shall screening be less than six (6) feet in height.

D. Open Spaces and Landscaping

Open space and landscaping in the PUD District shall be regulated as follows:

Those areas not designated on the conceptual plan for development shall be maintained as open space as defined by Section 8 of the Zoning Ordinance by the property owners and/ or association.

E. Sign Regulations

Signs in the PUD District shall be regulated as follows:

Signage shall be regulated by the C-2 Neighborhood Shopping Center District sign regulations of Section 4-3.11 of the Zoning Ordinance.

F. **Ordinance History**

- 1) **Ordinance No. 86-02 established regulations for the Planned Unit Development.**
- 2) **Ordinance No. 82-04 amended the Planned Unit Development regulations to add, with conditions, drive-in/carry-out restaurants to the list of permitted uses.**

G. Transfer of Ownership

Transfer of ownership or lease of property in this PUD District shall include in the transfer or lease agreement a provision that the purchaser or lessee acknowledges awareness of the conditions authorizing the establishment of the district.

H. Modifications

Any modifications of this Ordinance must be approved by the City Council in accordance with zoning reclassification proceedings of Article 9-5 of the Unified Development Code.

I. Recording

A copy of this ordinance shall be recorded at the expense of the property owner(s) with the Dubuque County Recorder as a permanent record of the conditions accepted as part of this reclassification approval within thirty (30) days after the adoption of this ordinance. This ordinance shall be binding upon the undersigned and his/her heirs, successors and assigns.

Section 3. The foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 4. This Ordinance shall take effect upon publication, as provided by law.

Passed, approved and adopted this day of 2024.

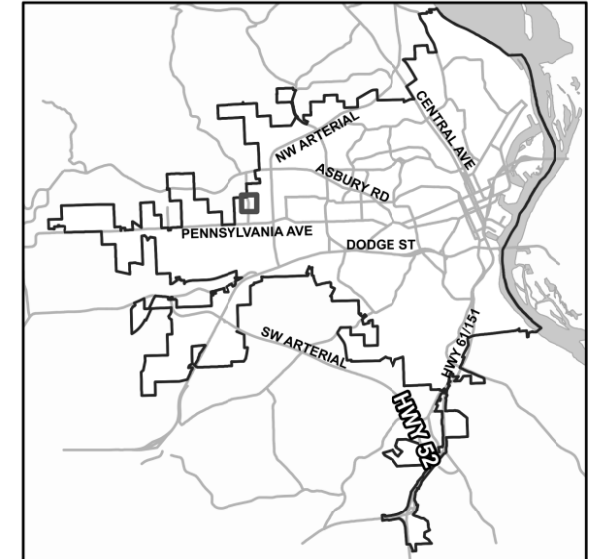
Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk



Exhibit A




Applicant: Natalie Hazewinkel

Location: North of Radford Court and east of Radford Road

Request type: PUD Amendment

Description: To amend a Planning Unit Development to allow Pet Daycare or Grooming as a permitted use.

 Subject Property

0 100 200 400
 Feet



**City of Dubuque
City Council Meeting**

Public Hearings # 03.

ITEM TITLE: State Revolving Fund (SRF) Loan - Environmental Review Bipartisan Infrastructure Law and State Revolving Fund (SRF) Private Lead Service Line Replacement Pilot Program and Presentation

SUMMARY: City Manager recommending approval of the resolution authorizing the mayor to sign the EID and direct staff to submit the required documentation and Water Department Director Christopher Lester will provide a presentation.

RESOLUTION State Revolving Fund (SRF) Loan - Environmental Review Private Lead Service Line Replacement Pilot Program - Approval of an Environmental Review as Provided By SRF's Department of Natural Resources for the Private Lead Service Line Replacement Pilot Program

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

ATTACHMENTS:

Description

MVM Memo
Memo
Resolution
EID
Maps
Presentation

Type

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



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Public Hearing
State Revolving Fund (SRF) Loan - Environmental Review
Bipartisan Infrastructure Law State Revolving Fund (SRF)
Private Lead Service Line Replacement Pilot Program

DATE: March 13, 2024

Following the public hearing to review the Environmental Information Document (EID) as required for all designated projects receiving assistance from the State Revolving Fund (SRF) with a Finding of No Significant Impact (FNSI), Water Department Director Christopher Lester is recommending City Council approve the resolution authorizing the mayor to sign the EID and direct staff to submit the required documentation. Christopher will give a presentation on the 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
Christopher Lester, Water Department Director
Jenny Larson, Chief Financial Officer
Gus Psihoyos, City Engineer
Randy Gehl, Public Information Officer
Carl Plumley, Water Distribution Supervisor
Charlie Gau, Water Engineering Assistant



TO: Michael C. Van Milligen, City Manager

FROM: Christopher Lester, Water Department Director

DATE: March 11, 2024

RE: Public Hearing
State Revolving Fund (SRF) Loan - Environmental Review
Bipartisan Infrastructure Law State Revolving Fund (SRF)
Private Lead Service Line Replacement Pilot Program

INTRODUCTION

The purpose of this memorandum is to conduct a public hearing as required for all designated projects receiving assistance from the State Revolving Fund (SRF) with a Finding of No Significant Impact (FNSI). The purpose of the public hearing is to review the Environmental Information Document (EID).

BACKGROUND

On November 15, 2021, the Bipartisan Infrastructure Law (BIL) was signed by President Biden, which includes \$50 billion to the Environmental Protection Agency (EPA) to strengthen the nation's drinking water and wastewater systems—the single largest investment in clean water that the federal government has ever made.

The City of Dubuque has a unique opportunity to assist approximately 585 homes (owner occupied or rented) within the City with the functional replacement of private lead water service lines by trenching or pull-through methods to prevent the potential for drinking water contamination at a house-by-house level.

This phase of the pilot program is 100% voluntary and is open to those residents with a verified drinking water lead service line meeting the socioeconomic guidelines established by the Bipartisan Infrastructure Law. The City is moving forward with this unique opportunity and has secured a level of BIL funding to conduct the first of its kind in the community, Lead Service Line Replacement Pilot Program. The pilot program will be conducted over three (3) phases starting in January 2024 with the completion of all three phases no later than December 2026. The BIL funds are being administered locally through the Iowa Department of Natural Resources' State Revolving Fund (Iowa SRF) program, and as part of the loan process, the project is subject to a federally required environmental review.

The environmental review is summarized in an Environmental Information Document (EID) which is provided to the City by DNR and SRF environmental staff. The EID is available to the public 30 days prior to the public hearing and will also be available at the hearing. Any public comments received during the public hearing will be submitted to the DNR/SRF staff. Following the public hearing and completion of the environmental review period the DNR's environmental specialist will seek to provide environmental clearance for the project.

DISCUSSION

The hearing is part of the SRF loan environmental review process and will allow concerned citizens the opportunity to come forward with any comments or questions about any potential environmental impact of the proposed project.

The City is required to provide adequate advance public notification of the public hearing 30 days prior to the hearing. The public hearing notification was advertised in the Telegraph Herald on February 9, 2024, a locally circulated newspaper. The notification advertised the public hearing will be scheduled to occur during the March 18, 2024, regularly held City Council meeting.

Following the public hearing, the City will submit a record of the public hearing, the certification of publication, and an executed Environmental Information Document (EID) to the SRF Environmental Review Specialist.

REQUESTED ACTION

I respectfully request that the City Council conduct the public hearing and approve the resolution authorizing the mayor to sign the Environmental Information Document (EID) and direct staff to submit the required documentation.

cc: Jenny Larson, Chief Financial Officer
Gus Psihoyos, City Engineer
Randy Gehl, Public Information Officer
Carl Plumley, Water Distribution Supervisor
Charlie Gau, Water Engineering Assistant

F:\Users\Water\ENGINEERING\Projects - City Projects\Projects - ACTIVE (City)\Private Lead Service Line Replacement Program BILSRF 2023\Council\Public Hearing\Environmental Clearance\Lead Service Line Public Hearing Memo to council 3-18-2024.doc

RESOLUTION NO. -24

**STATE REVOLVING FUND (SRF) LOAN - ENVIRONMENTAL REVIEW PRIVATE
LEAD SERVICE LINE REPLACEMENT PILOT PROGRAM**

**APPROVAL OF AN ENVIRONMENTAL REVIEW AS PROVIDED BY SRF'S
DEPARTMENT OF NATURAL RESOURCES FOR THE PRIVATE LEAD SERVICE
LINE REPLACEMENT PILOT PROGRAM**

Whereas, the City of Dubuque is pursuing an engineered solution to reduce the number of private lead service lines in the City of Dubuque through an Iowa, State Revolving Fund assisted pilot program; and

Whereas, as part of the SRF loan process, the City is required to complete an environmental review through the public hearing process; and

Whereas, public notification of the hearing was advertised on February 9, 2024, a minimum of 30 days prior to the public hearing per SRF IDNR requirements; and

Whereas, a public hearing was held on the 18th day of March, 2024 at 6:30 p.m. in the Historic Federal Building Council Chambers (second floor) 350 W. 6th Street, Dubuque, Iowa, at which time interested persons appeared and heard for or against the proposed environmental review of said Project; and

Whereas, a discussion was held on the environmental impacts of said project; and

Whereas, a transcript of the public hearing and a summary of public comments will be available for public review.

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

Section 1. The environmental review as provided by SRF's Department of Natural Resources for the Private Lead Service Line Replacement Pilot Program, is hereby approved, and staff is directed to submit the required executed documentation to SRF, Iowa Department of Resources.

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

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

Why You Should Read This: The document below reviews the environmental impact likely from a project. This project is planned to be federally funded through your tax dollars; therefore, you are entitled to take part in its review. If you have concerns about the environmental impact of this project, raise them now. We encourage public input in this decision making process.



IOWA STATE REVOLVING FUND
ENVIRONMENTAL INFORMATION DOCUMENT

PROJECT IDENTIFICATION

Applicant: City of Dubuque
County: Dubuque
State: Iowa

SRF Number: FS-31-23-DWSRF-012
Iowa DNR Project Number: W2022-0489

COMMUNITY DESCRIPTION

Location: The City of Dubuque is located in Dubuque County, Iowa approximately 70 miles north of Davenport, Iowa and 200 miles northwest of Des Moines, Iowa.

Population: The population of Dubuque according to the 2020 US Census was 59,667 persons.

Background: Lead piping is a major danger to a community due to corrosion. While typical systems manage their water chemistry to prevent corrosion, the lead material is still present and poses a potential hazard to the community. Lead from lead pipes, solder and brass fittings can dissolve into water and sometimes can enter as flakes or small particles.

When lead pipe corrosion occurs and lead-contaminated water is consumed, there are usually spikes in premature birth, increased blood pressure, and anemia. No safe level of lead exposure has been identified, and it is especially harmful to children and pregnant women. This has resulted in a nationwide effort to inventory and replace lead service lines due to the health dangers. The Iowa Department of Natural Resources program to replace lead service lines started in 2021. Its objective is to inventory and start process of replacing all lead service lines in the state.

The City of Dubuque operates its own water utility, which includes publicly owned water mains and service lines that are both publicly and privately owned. The City has identified a total of 5,756 lead service lines for replacement (2,451 service lines for full replacement and 3,305 service lines for partial replacement) through the City. Services that require a full service line replacement typically have fully lead piping from the water main in the street right-of-way to the water meter located in the building/residence. Services that require a partial replacements have sections of the service line that have previously been replaced but there is still a

portion of the service line (typically curbstop to the meter in the residence/building) that is lead. Additionally, any galvanized service lines that are, or were formerly, downstream of a lead service line are considered “galvanized requiring replacement” and are included on the list.

The ownership of each line was determined from the Dubuque GIS records. These records state which side of the curbstop is private, along with data regarding piping material. These pipes may include a variety of combinations between the private side and public side of the curbstop—lead-plastic, plastic-lead, copper-lead, lead-copper, lead-unknown, unknown-lead, lead-galvanized, and lead-lead. Replacing these lead pipes in such varied piping situations requires clear communication, and often coordination, with private landowners. The City of Dubuque proposes to replace lead lines over several phases that will take place over several years. The City also intends to initially focus on census tracts and neighborhoods with socioeconomic scores qualifying those replacements for loan forgiveness under the current Iowa SRF financing structure.

PROJECT DESCRIPTION

Purpose: The purpose of this project is to make improvements to the water supply system to better prevent contamination due to lead pipes to better safely and reliably operate the City of Dubuque water system for at least the next 20 years. Additional phases of work will continue over the next several years.

Proposed Improvements: The project consists of the functional replacement of lead water service lines within Dubuque by trenching or pull-through methods to prevent the potential for drinking water contamination at a house-by-house level. At this time, Dubuque intends on replacing approximately 600 lead service lines in phases in the near future, though due to the complex ownership of drinking water service lines (private/public) each individual service line may be considered separately from the others.

ALTERNATIVES CONSIDERED

Alternatives Considered: Replacement of lead pipes can be done one of two ways—boring or pull-through. In the case of boring, the lead pipe is detached from the rest of the system and abandoned in place. A new pipe is then bored into place to functionally replace the lead section. In the pull-through method, the new pipe is attached to the lead pipe nearest the home/business connection and the existing lead pipe section is pulled out at the street end, pulling the new pipe along behind it; then the new pipe is connected and the lead pipe is physically removed.

Reasons for Selection of Proposed Alternative: The No-Action alternative is not viable due to the continued threat of water contamination due to lead piping. Both pull-through and boring methods will be used; which method is chosen for which particular service lines will be determined on a case-by-case basis.

MEASURES TAKEN TO ASSESS IMPACT

Coordination and Documentation with Other Agencies and Special Interest Groups: The following Federal, state and local agencies were asked to comment on the proposed project to better assess the potential impact to the environment:

U.S. Fish and Wildlife Service

State Historical Society of Iowa (State Historical Preservation Office)

Citizen Band Potawatomi Indian Tribe

Flandreau Santee Sioux

Ho-Chunk Nation
Iowa Tribe of Kansas and Nebraska
Iowa Tribe of Oklahoma
Kickapoo Tribe in Kansas
Kickapoo Tribe of Oklahoma
Lower Sioux Indian Community Council
Miami Tribe of Oklahoma
Omaha Tribal Council
Osage Tribal Council
Otoe-Missouria Tribe
Pawnee Nation of Oklahoma
Peoria Tribe of Indians of Oklahoma
Ponca Tribe of Indians of Oklahoma
Ponca Tribe of Nebraska
Prairie Band Potawatomi Nation
Prairie Island Indian Community
Sac & Fox Nation of Mississippi in Iowa
Sac & Fox Nation of Missouri
Sac & Fox Nation of Oklahoma
Santee Sioux Nation
Shakopee Mdewakanton Sioux Community
Sisseton-Wahpeton Oyate
Spirit Lake Tribal Council
Three Affiliated Tribes Mandan, Hidatsa & Arikara Nations
Upper Sioux Tribe
Winnebago Tribal Council
Yankton Sioux Tribal Business and Claims Committee
Dubuque County Historical Society
Dubuque Historic Commission

No adverse comments were received from any agencies. Conditions placed on the applicant by the above agencies in order to assure no significant impact are included in the Summary of Reasons for Concluding No Significant Impact section.

ENVIRONMENTAL IMPACT SUMMARY

Construction: Traffic patterns within the community may be disrupted and above normal noise levels in the vicinity of the construction equipment can be anticipated during construction and should be a temporary problem. Adverse environmental impacts on noise quality will be handled by limited hours of contractor work time during the day. Other adverse environmental effects from construction activities will be minimized by proper construction practices, inspection, prompt cleanup, and other appropriate measures. Areas temporarily disturbed by the construction will be restored. Solid wastes resulting from the construction project will be regularly cleared away with substantial efforts made to minimize inconvenience to area residents.

Care will be taken to maintain dirt to avoid erosion and runoff. Temporary air quality degradation may occur due to dust and fumes from construction equipment. The applicant shall take reasonable precautions to

prevent the discharge of visible emissions of fugitive dusts beyond the lot line of the property during the proposed project (567 Iowa Administrative Code IAC 23.3(2)“c”).

If construction activities find an unknown area of contamination, it is the responsibility of the applicant to follow the procedure for notification of hazardous conditions (567 IAC 131.2). Excavated soil that contains a hazardous substance must be assessed and properly disposed of (567 IAC 100.4).

All lead pipe shall be abandoned in place and physically disconnected from the active distribution system or physically removed in entirety. The Iowa Department of Natural Resources recommends that any lead pipe materials removed from water services be managed through reclamation rather than disposal. A provision in federal rules (40 CFR 261) allows for management of what would otherwise be waste scrap metal to be managed as a solid waste provided the scrap metal is reclaimed. Municipalities are encouraged to carefully evaluate scrap dealers who might take this waste to ensure the lead pipe materials will be properly recycled. Recycled lead can be put back into use through lead-acid batteries, lead shielding and other valuable uses. If a municipality chooses to dispose of the lead materials, it will be necessary to characterize the waste to determine whether it exhibits a hazardous characteristic for lead. Lead pipe materials would likely fail TCLP for lead and would then need to be managed as a hazardous waste. No landfills in Iowa can accept hazardous wastes. Lead pipe materials determined to be non hazardous could be disposed of in a solid waste landfill.

Historical/Archaeological: Various Native American tribes with an interest in the area and the Certified Local Government were provided information regarding the project. A preliminary archeological investigation of the proposed project area is currently underway. Results from this investigation will be submitted to the State Historical Preservation Office (SHPO) for review. The project will only proceed as planned if a determination of either “no historic properties affected” or “no adverse effect on historic properties” can be appropriately reached with or without mitigation. However, if project activities uncover any item(s) that might be of archaeological, historical, or architectural interest, or if important new archaeological, historical, or architectural data should be encountered in the project APE, the applicant should make reasonable efforts to avoid further impacts to the property until an assessment can be made by an individual meeting the Secretary of the Interior’s professional qualifications standards (36 CFR Part 61).

Environmental: This project will not affect wetlands according to the National Wetland Inventory. Based on maps accessible through Google Earth, the proposed project will not interfere with any State-owned parks, recreational areas or open spaces. This project will not impact the 100-year floodplain according to the FIRM maps.

The project will not impact any wild and scenic rivers as none exist within the State of Iowa. The U.S. Fish & Wildlife Service Section 7 Technical Assistance website consultation determined that the project will not impact protected species or their habitats. However, if any State- or Federally-listed threatened or endangered species or communities are found during the planning or construction phases, additional studies and/or mitigation may be required. No adverse impacts are expected to result from this project, such as those to surface water quantity, or groundwater quality or quantity. No significant impact to surface water quality, fish, shellfish, wildlife, or their natural habitats is expected from this project.

Land Use and Trends: The project will not displace population nor will it alter the character of existing residential areas. The proposed project is within the present corporate limits of Dubuque in areas zoned residential, commercial, or industrial. No significant farmlands will be impacted. This project should not impact population trends as the presence or absence of existing water/sewer infrastructure is unlikely to induce

significant alterations in the population growth or distribution given the myriad of factors that influence development in this region. Similarly, this project is unlikely to induce significant alterations in the pattern and type of land use.

Irreversible and Irretrievable Commitment of Resources: Fuels, materials, and various forms of energy will be utilized during construction

Nondiscrimination: All programs, projects, and activities undertaken by DNR in the SRF programs are subject to federal anti-discrimination laws, including the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, and section 13 of the Federal Water Pollution Control Amendments of 1972. These laws prohibit discrimination on the basis of race, color, national origin, sex, disability, or age.

POSITIVE ENVIRONMENTAL EFFECTS TO BE REALIZED FROM THE PROPOSED PROJECT

Positive environmental effects will be maintained or, potentially improved, water quality for the citizens of Dubuque by removal of a potential source of contamination in the form of lead pipes.

SUMMARY OF REASONS FOR CONCLUDING NO SIGNIFICANT IMPACT

- The project will not significantly affect the pattern and type of land use (industrial, commercial, agricultural, recreational, residential) or growth and distribution of population.
- The project will not conflict with local, regional or State land use plans or policies.
- The project will not impact wetlands.
- The project will not affect threatened and endangered species or their habitats. If any State- or Federally-listed threatened or endangered species or communities are found during the planning or construction phases, additional studies and/or mitigation may be required.
- The project will not displace population, alter the character of existing residential areas, or convert significant farmlands to non-agricultural purposes.
- The project will not affect the 100-year flood plain.
- The project will not have effect on parklands, preserves, other public lands, or areas of recognized scenic or recreational value.
- A preliminary archeological investigation of the proposed project area is currently underway. Results from this investigation will be submitted to the State Historical Preservation Office for review. The project will only proceed as planned if a determination of either “no historic properties affected” or “no adverse effect on historic properties” can be appropriately reached with or without mitigation.
- The project will not have a significant adverse effect upon local ambient air quality provided the applicant takes reasonable precautions to prevent the discharge of visible emissions of fugitive dusts beyond the lot line of the property during the proposed project (567 IAC 23.3(2)“c”).
- The project will not have a significant adverse effect upon local ambient noise levels, surface water quantity, groundwater quality or quantity, or water supply.
- The project will not have a significant adverse effect to surface water quality, fish, shellfish, wildlife, or their natural habitats is expected.
- All lead pipe shall be abandoned in place and physically disconnected from the active distribution system or physically removed in entirety according to state and federal regulations.

The project description, scope, and anticipated environmental impacts detailed above are accurate and complete to the best to my knowledge.

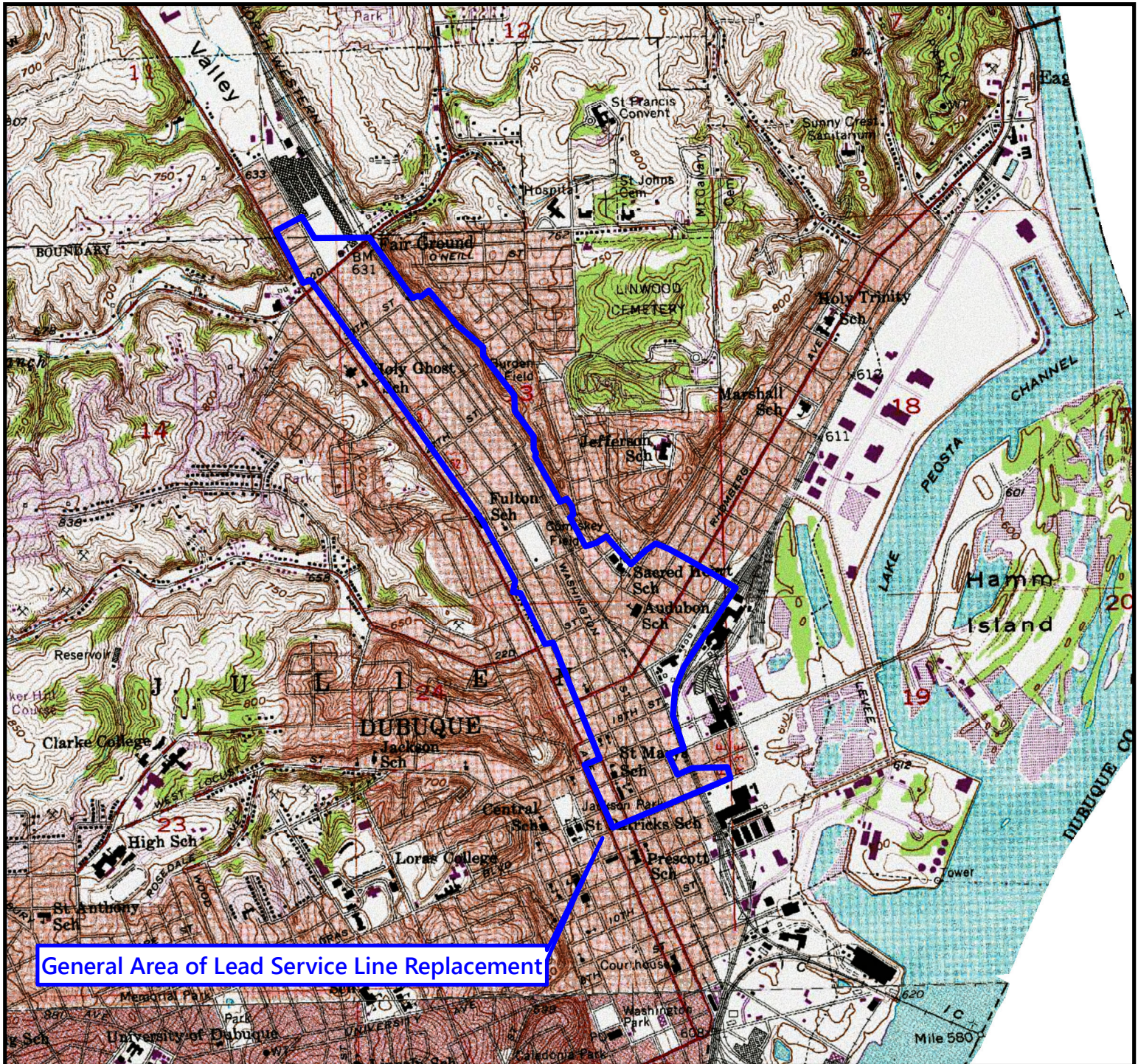
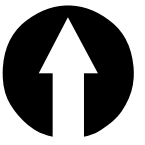
Signature of the Mayor, City of Dubuque

Date

Printed Name of the Mayor, City of Dubuque



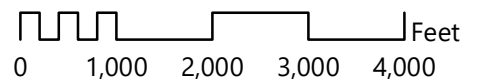
USGS 7.5' Quad: Dubuque North
S 13, 14, 24, T 89N, R 02E
Date: 1972

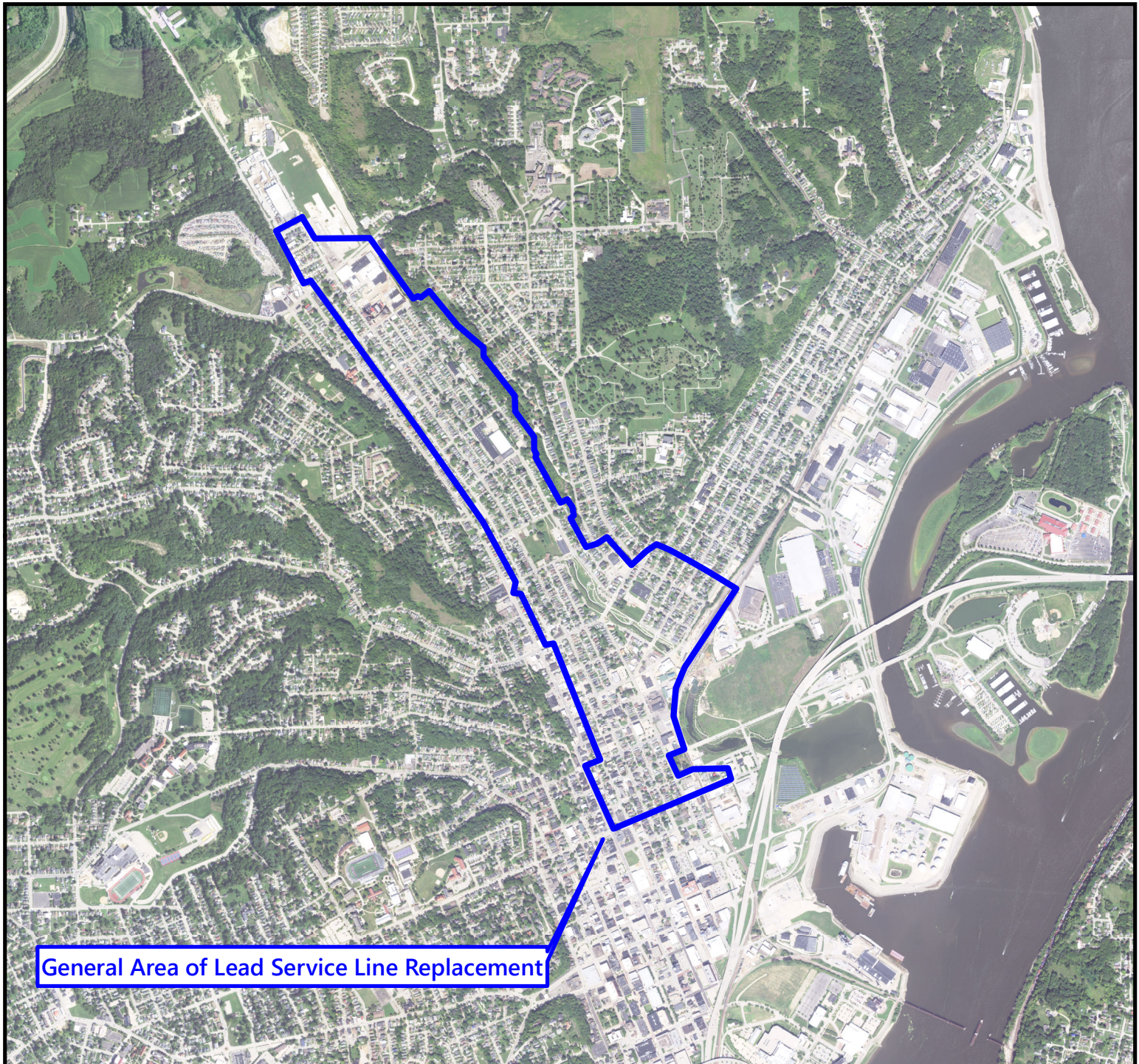
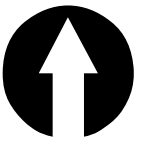


Topographic Map

Dubuque Lead Service Line Replacement
Dubuque, Iowa (Dubuque County)

Scale: 1 inch = 2,000 feet

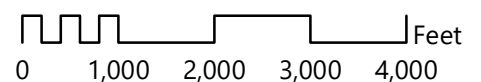


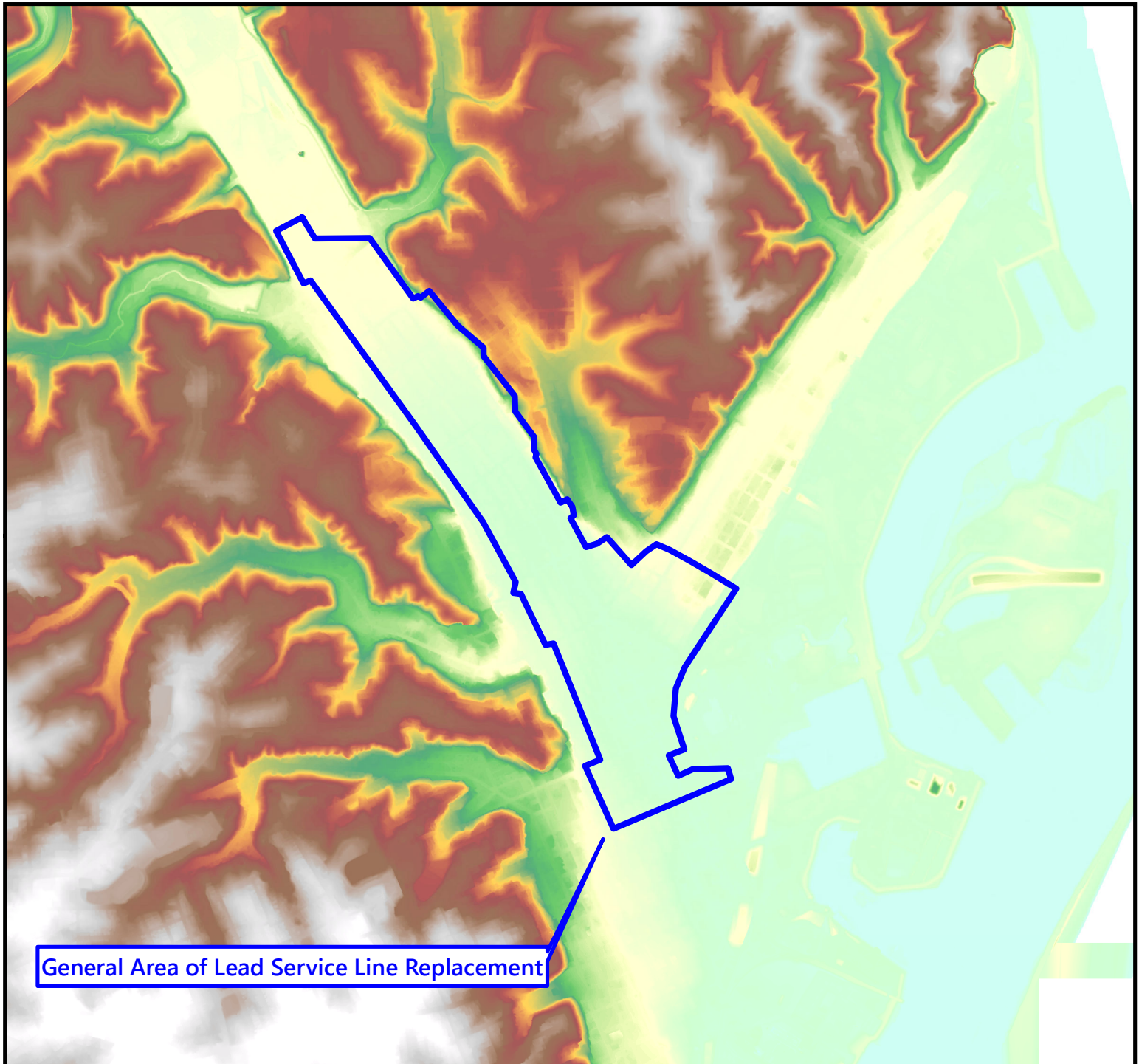
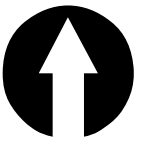


Aerial Photograph

Dubuque Lead Service Line Replacement
Dubuque, Iowa (Dubuque County)

Scale: 1 inch = 2,000 feet

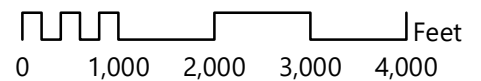




LiDAR

Dubuque Lead Service Line Replacement
Dubuque, Iowa (Dubuque County)

Scale: 1 inch = 2,000 feet



BIPARTISAN INFRASTRUCTURE LAW
STATE REVOLVING FUND (SRF)

PRIVATE LEAD SERVICE LINE
REPLACEMENT PILOT PROGRAM
ENVIRONMENTAL REVIEW PUBLIC
HEARING

MARCH 18, 2024

LEAD SERVICE LINE PILOT PROGRAM — HOW DID WE GET HERE?

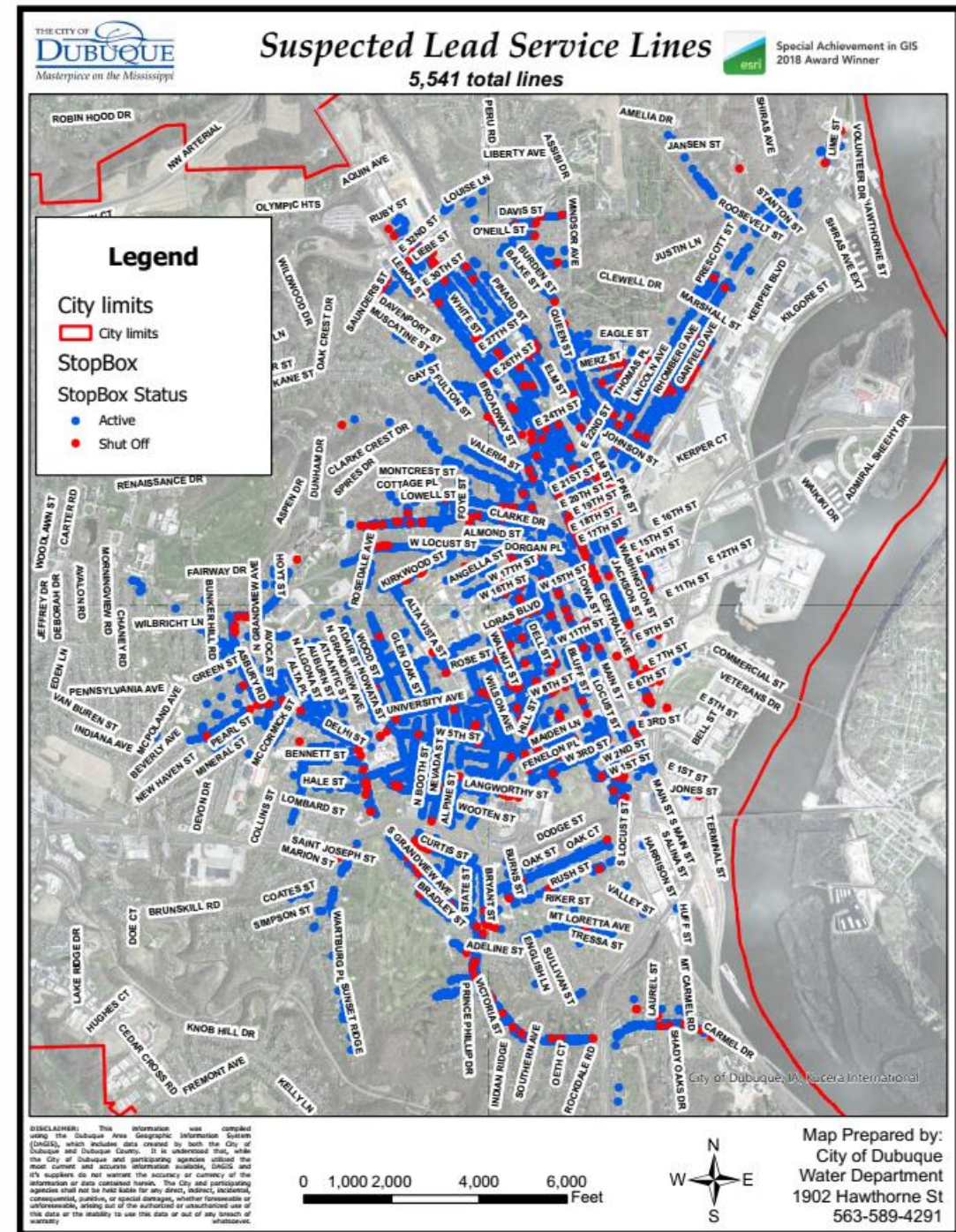
Approximately 5,540 Lead Service Lines throughout the City.

Socioeconomic Scoring Tool introduced to provide an equitable method to disperse funds.

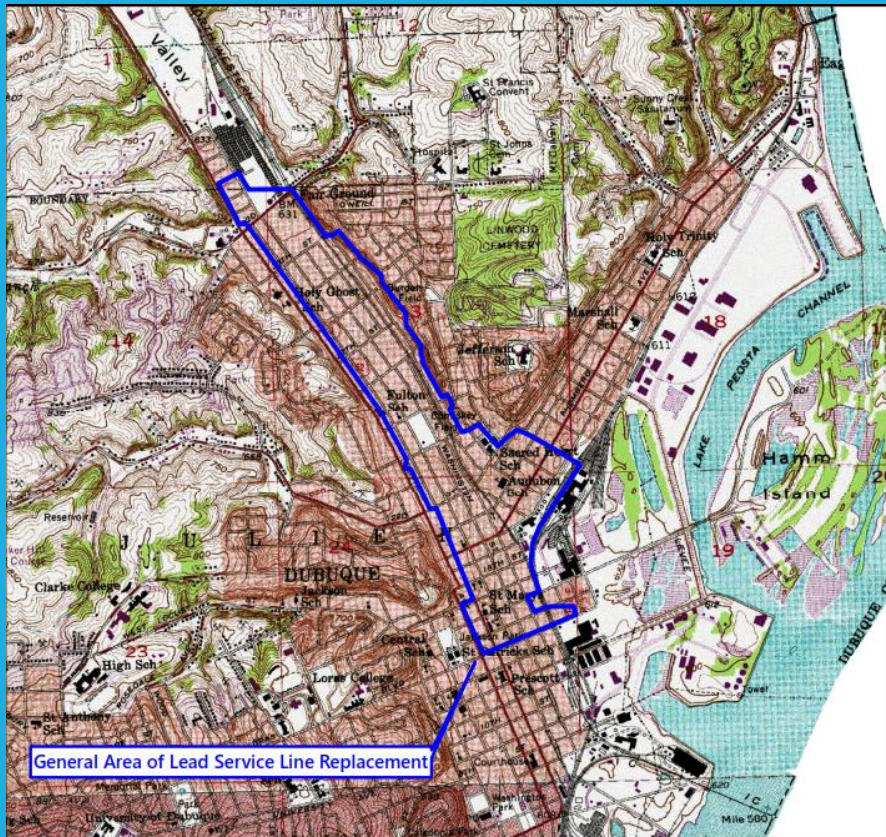
3,257 properties identified in the “disadvantaged areas.”

Project scope identified as approximately 585 homes for the pilot program.

Construction to be 49% forgivable.



SRF PROCESS — WHERE ARE WE?



1. Project Planning

2. IUP Application

3. Agency Technical and
Environmental Reviews (We are
Here)

- Public Hearing
- Environmental Assessment — Finding of No Significant Impact (FONSI)

SRF PROCESS — NEXT STEPS

4. Project Bidding

5. SRF Construction Loan
Application

6. Project Loan and
Closeout

City of Dubuque
City Council Meeting

Action Items # 01.

ITEM TITLE: Barry Lindahl Appointment to the Public Information Board, Iowa
SUMMARY: Correspondence from Governor Kim Reynolds regarding Senior Counsel Barry Lindahl's appointment as a member of the Public Information Board, Iowa.
SUGGESTED DISPOSITION: Suggested Disposition: Receive and File

ATTACHMENTS:

Description	Type
Correspondence	Supporting Documentation



Kim Reynolds
GOVERNOR

OFFICE OF THE GOVERNOR

Adam Gregg
LT. GOVERNOR

03/04/2024

Mr. Barry Lindahl
300 Main St Ste 330
Dubuque, IA 56358-3411
balesq@cityofdubuque.org
563-583-4113

Dear Mr. Barry Lindahl,

It is a pleasure to inform you of your appointment as a member of the Public Information Board, Iowa. Your term will begin 05/01/2024 and end 04/30/2028.

Attached are two copies of an oath of office which must be executed by you in the presence of a notary public and forwarded to the Secretary of State, State Capitol Building, Des Moines, Iowa, 50319, as soon as possible. Alternatively, copies can be emailed to Zach Beck at zach.beck@sos.iowa.gov.

I appreciate your acceptance of this appointment, and I hope you will find the challenge a rewarding experience.

Sincerely,

A handwritten signature in cursive script that reads "Kim Reynolds".

Kim Reynolds
Governor

KKR/TA
Enclosure

City of Dubuque
City Council Meeting

Action Items # 02.

ITEM TITLE: Request for Ratification of Dubuque Police Protective Association (DPPA) July 1, 2024 Collective Bargaining Agreement (CBA)

SUMMARY: City Manager recommending the ratification of the City of Dubuque/Dubuque Police Protective Association (DPPA) Collective Bargaining Agreement to become effective on July 1, 2024.

SUGGESTED DISPOSITION: Suggested Disposition: Receive and File; Approve

ATTACHMENTS:

Description	Type
MVM Memo	City Manager Memo
Staff Memo	Staff Memo
DPPA BU	Supporting Documentation

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Request for City Council Ratification of DPPA (Police) July 1, 2024
Collective Bargaining Agreement (CBA)

DATE: March 14, 2024

Chief Human Resources Officer Shelley Stickfort is recommending City Council ratify the City of Dubuque/Dubuque Police Protective Association (DPPA) Collective Bargaining Agreement to become effective on July 1, 2024.

This is a 5-year agreement with the wage increase costs as follows:

FY25 5%
FY26 5%
FY27 4%
FY28 wage reopener
FY29 wage reopener

In FY25 the number of steps is expanded for Patrol Officers and Lieutenants so in that year it is not an across the board 5% increase.

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
Shelley Stickfort, Chief Human Resources Officer
Jeremy Jensen, Chief of Police
Kurt Rosenthal, President, Dubuque Police Protective Association

TO: Mike Van Milligen, City Manager

FROM: Shelley M. Stickfort, Chief Human Resources Officer

DATE: March 14, 2024

RE: Request for City Council Ratification of DPPA (Police) July 1, 2024
Collective Bargaining Agreement (CBA)

Consistent with the provisions of Iowa Code Chapter 20 “Public Employment Relations (Collective Bargaining)” and as directed by the City Council, the City of Dubuque’s bargaining team engaged in a collective bargaining process with the Dubuque Police Protective Association (DPPA) and reached a tentative agreement on or about February 20, 2024. The City received notice on or about March 1, 2024 that the DPPA, through a membership vote, ratified the tentative agreement.

A Summary of the Changes from the Contract Ending June 30, 2024 include:

- A. **In General:** Wordsmithing to ensure inclusive and gender-neutral language, updating to current representative, department, or title references, subject/verb agreement, article numbering changed from roman numbers to numbers, and formatting and article re-ordering for logical flow.
- B. **Article 1 Recognition:** Updated to reflect the modern/current titles of covered police personnel both within this article and throughout the Agreement.
- C. **Article 2 General Conditions:** Updated to reflect the current, corresponding language in Iowa Code, Chapter 20.
- D. **Article 5 Association Negotiating Committee:** Updated from up to 4 to up to 5 Union bargaining members to be eligible for payment for participating in bargaining during their regularly scheduled work shift. The pay was changed from “regular, straight time pay” to base rate of pay plus longevity, educational bonus, and shift differential.
- E. **Added Article 8 Work Period:** Defined the workweek as the period from 00:00:00 (12:00AM) on Sunday through 23:59:29 (11:59:59PM) on Saturday. Work Period was previously not clearly defined.
- F. **Added Article 10:** Rates of Pay Definitions
- G. **Article 11 Bereavement Leave:** Changes from Funeral Leave to Bereavement Leave and provides for up to 40 hours for immediate family members, instead of 5 working days for spouse, child, or stepchild and 1-3 working days for other immediate family members depending upon responsibility for make funeral arrangements.

- H. **Article 13 Sick Leave:** Permits use of accrued sick leave for family caregiving for defined family members.
- I. **Article 14:** Updated prior Pregnancy Leave article to **Disability Relating to Pregnancy Leave** consistent with Iowa statute.
- J. **Article 17 Personal Day:** Changed leave from “Casual” Day to “Personal” Day. Incorporated current CBA Amendment changing from one day to two days per calendar year.
- K. **Article 18 Vacations:** Changed from accruing vacation in arrears with a bucket dump on anniversary date and no carryover of unused vacation within 12 months following the anniversary date to accrual per pay period and carry over of unused vacation from year to year to a cap of 320 hours.
- L. **Added Article 19 Exchanging Tours of Duty:** Permits opportunity for swapping shifts that will not interfere with Department operations.
- M. **Article 20 Holidays** – Incorporated the current CBA Amendment adding Juneteenth as a recognized city Holiday.
- N. **Article 23 Overtime and Supplemental Pays:** Incorporated Field Training Officer Supplemental Pay, Travel Time Pay as per FLSA, and Performance of K-9 Officer Duties supplemental pay provided for in prior Amendments or according to federal law. Clarifies that shift premium is not part of the employee’s pay when on an extended leave of absence (e.g., paid parental leave, other planned leaves that extend beyond two weeks).
- O. **Article 26 Call Back and Standby:** Incorporated prior CBA amendment differentiating Call Back pay from Standby pay.
- P. **Article 27 Work Breaks:** Changed from “coffee breaks” to work breaks and meal breaks.
- Q. **Article 31 Duration and Negotiations:** Provides for a 5-year Agreement with Wage Re-opener at years 4 and 5 of the Agreement.
- R. **Added Appendix A Wage Plan:** Provides for the base rate of pay by
 - a. Expanding the steps for Patrol Officer from 4 to 11 and for Police Corporal from 3 steps to 5 steps.
 - b. Targeted increases resulting in variable and differing increases for each of the steps to accomplish closing gaps in competitive compensation per the Classification and Compensation Review.
 - i. In FY25 no greater than a 5% cumulative total increase.
 - ii. In FY26 no greater than a 5% cumulative total increase.
 - iii. In FY27 no greater than a 4% cumulative total increase.
 - iv. Wage reopeners for FY28 and FY29.

I am recommending that the Dubuque City Council ratify the City of Dubuque/DPPA Collective Bargaining Agreement to become effective on July 1, 2024.

I respectfully request your support for this recommendation.

cc: Police Chief Jensen
DPPA President Kurt Rosenthal

Attachments: Partially executed CBA

AGREEMENT

BETWEEN

THE CITY OF DUBUQUE, IOWA

AND

DUBUQUE POLICE PROTECTIVE ASSOCIATION

July 1, 2024 – June 30, 2029

Reopen contract as to Wage Plan (Appendix A) and mutually agreed upon economic articles in FY28 and FY29.

PREAMBLE

This Agreement is made and entered into this first day of July, 2024, by and between the City of Dubuque, Iowa (hereafter called the City) and the Dubuque Police Protective Association (hereafter called the Association) and between the City and the Association on behalf of the employees in the Bargaining Unit, recognized and described under the Recognition Article of this Agreement.

DUBUQUE POLICE PROTECTIVE ASSOCIATION CONTRACT

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ARTICLE 1: RECOGNITION

The City recognizes the Dubuque Police Protective Association, certified by the Public Employment Relations Board in Case #452 (December 1, 1975) and as amended in Case #3317 (March 15, 1989) as the exclusive bargaining representative for the employees of the City of Dubuque in the following classifications: Patrol Officer and Corporal.

ARTICLE 2: GENERAL CONDITIONS

A. Public Employer Rights

Public employers shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and the right to:

1. Direct the work of its public employees.
2. Hire, evaluate, promote, demote, transfer, assign and retain public employees in positions within the public agency.
3. Suspend or discharge public employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments, and personnel by which the public employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the public employer.
8. Initiate, prepare, certify, and administer its budget.
9. Exercise all powers and duties granted to the public employer by law.

B. Public Employee Rights

Public employees shall have the right to:

1. Organize, or form, join or assist any employee organization.
2. Negotiate collectively through representatives of their own choosing.
3. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by Iowa Code Chapter 20 or any other law of the State.
4. Refuse to join or participate in the activities of employee organizations, including the payment of any dues, fees or assessment or service fees of any type.
5. Exercise any right or seek any remedy provided by law, including but not limited to those rights and remedies available under relevant Iowa Code Sections and Chapters (e.g., §70A.28 and §70A.29, Chapter 8A, subchapter IV, and chapters 216 and 400).

ARTICLE 3: NO STRIKE CLAUSE

It shall be unlawful for any public employee or any employee organization directly or indirectly, to induce, instigate, encourage, authorize, ratify, or participate in a strike against any public employer.

It shall be unlawful for any public employer to authorize, consent to, or condone a strike; or to pay or agree to pay any public employee for any day in which the employee participates in a strike; or to pay or agree to pay any increase in compensation or benefits to any public employee in response to or as a result of any strike or any act which violates the first paragraph of this Article.

Any other provisions as stipulated in the Public Employment Relations Act, Chapter 20, Code of Iowa, shall be applicable.

ARTICLE 4: ASSOCIATION REPRESENTATIVES

The Association shall provide the City with a list of representatives by name, position, and area which each representative serves (if a DPPA executive board member). Changes to this list shall be furnished to the City promptly. The City need not recognize any Association representative of whom it has not been informed. The City shall immediately recognize a representative upon receipt of a written notice.

ARTICLE 5: ASSOCIATION NEGOTIATING COMMITTEE

Members of the negotiating committee shall be paid their base rate of pay plus longevity, educational bonus, and shift differential when they participate in negotiating meetings during their regularly scheduled work shift. The number of members eligible for payment shall be limited to five (5) and in no event shall payment extend beyond the end of their regular workday and work shift.

ARTICLE 6: BULLETIN BOARDS

The employer agrees to furnish at least one (1) bulletin board in the Law Enforcement Center to be used by the Association. The Association shall limit its posting of notices and bulletins to said board.

ARTICLE 7: UNIFORMS AND EQUIPMENT

Section 1

The City shall provide sworn police officers with the following equipment: hat shield, badge, gun belt and holster, cartridge carrier, service weapon, handcuffs and case and safety eyeglasses.

In addition, during the first year of service, the City shall provide new officers with the following items of the uniform: cap, two (2) long and two (2) short sleeve shirts, necktie, jacket, two (2) pair of pants and rain gear.

Section 2

After the first year of service, employees in the classification of Patrol Officer and Corporal, shall receive a five hundred and fifty dollar (\$550) yearly cash allowance for the maintenance and replacement of the uniform. Payments shall be made in the amount of

two hundred seventy-five dollars (\$275) in December and two hundred seventy-five dollars (\$275) in June.

ARTICLE 8: WORK PERIOD

Workweek:

The **workweek** is the period from 00:00:00 (12:00:00 a.m.) on Sunday through 23:59:59 (11:59:59 p.m.) on Saturday.

Actual hours worked:

Actual hours worked is the time during which an employee is required or allowed to perform work for the City. Except as may be otherwise provided by within this Agreement, actual hours worked does not include vacation, sick time, comp time, leaves of absence, or any other period of time during which an employee is not performing work for the City.

ARTICLE 9: PAYDAY

Payday shall be every other Friday. If the payday is an observed holiday, the payday shall be the day before the holiday.

ARTICLE 10: RATES OF PAY DEFINITIONS

For the purposes of this contract, rates of pay shall be defined as follows:

Base pay (or base rate): An employee's base pay (or base rate) is the employee's hourly rate of pay, excluding additional payments such as overtime, longevity, shift premiums, and other wage augments.

Regular rate: The term regular rate shall have the same meaning as "regular rate" as defined by the FLSA. (In other words, an employee's regular rate is an employee's base pay plus certain wage augments as provided for under applicable federal law.)

ARTICLE 11: BEREAVEMENT LEAVE

All regular, full-time employees shall be granted upon request, time off with pay for such periods of time as set forth below:

(A) Regular, full-time employees with 30 days or more of continuous service may take up to 40 hours of paid bereavement leave upon the death of a member of their immediate family.

(1) "Immediate family members" for the purposes of bereavement leave are defined as an employee's spouse, domestic partner, parents, stepparents, siblings, children, stepchildren, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild.

(B) All regular, full-time employees may take up to one (1) day off with pay to attend the funeral or ceremony of life for an extended family member.

(1) "Extended family members" for the purposes of bereavement leave are defined as aunts, uncles, nieces, nephews, and cousins.

(C) The City may require verification of the need for the leave. The employee's supervisor, Chief of Police, and/or Human Resources will consider this time off on a case-by-case basis.

(D) Payment for bereavement leave is computed at the base rate of pay plus longevity, educational bonus, and shift premium, consistent with the employee's regularly scheduled shift, up to a maximum of 10 hours for 1 day.

(E) Time off granted in accordance with this policy shall not be credited as time worked for the purpose of computing overtime.

(F) The Chief of Police or designee is encouraged to permit employees to use up to three (3) days of accrued sick, vacation, or compensatory time to supplement bereavement leave in consideration of the circumstances for which bereavement leave is needed.

(G) SPECIAL PROVISION

(1) It is recognized that a death of a person other than the relationships listed above could warrant consideration for some paid bereavement leave. In this event, the employee should make known the situation to the Chief of Police or designee. The Chief of Police or designee may exercise administrative approval consistent with the intent of this bereavement leave provision.

ARTICLE 12: LEAVE OF ABSENCE WITHOUT PAY

A leave of absence without pay may be granted by the City Manager upon the recommendation of the Chief of Police or designee and Chief Human Resources Officer. An employee desiring a leave of absence without pay shall submit a request in writing to the Chief of Police or designee at least thirty (30) calendar days in advance of when the leave is to begin. The request shall contain a statement as to the reason(s) for the desired leave, the date when the leave is to begin, and the date of return to duty. Denial of a request for a leave of absence without pay or the reason(s) therefore shall not be a proper subject for the grievance procedure of this Agreement, or the appeal procedure set forth in Chapter 400, Code of Iowa. Failure to return to work at the end of a leave shall constitute cause for dismissal. It is understood that a leave of absence without pay shall not be used for the purpose of accepting employment elsewhere. An employee accepting other employment shall be terminated. An employee may be required to take a medical examination before being allowed to return to work after a leave of absence without pay. An employee granted a leave of absence without pay, upon completion of the leave, shall be returned to the same position and the same pay step in the pay grade corresponding to the classification occupied at the time the leave began. Except as provided in the Family and Medical Leave Act of 1993, during a leave of absence without pay, the employee shall continue to accrue seniority, but shall not accrue or receive any other privileges, benefits or pay granted by this Agreement.

ARTICLE 13: SICK LEAVE

Section 1

Employees shall accrue eight (8) hours of sick leave per month (3.6923 hours biweekly). The term month, as used in this section, means a calendar month.

Section 2

Sick leave shall be paid to employees at their base rate of pay plus longevity, educational bonus, and shift premium predicated on either an eight (8) hour workday or a ten (10) hour workday, depending on which length of workday the employee is assigned.

Charges against accrued sick leave shall be made by deducting the hours paid from the employee's accrued sick leave but it is understood that no sick leave shall be paid to an employee on the employee's regular day off.

Sick leave may be granted and used for the employee's own personal illness or injury, medical quarantine or isolation, or supplement to bereavement leave.

Section 3 – Use of Accrued Sick Leave for Family Caregiving

Accrued sick leave may be granted and used for family caregiving to provide care of and necessary attention for an ill or injured family member.

For purposes of this section, "Family member" is defined as the employee's spouse or domestic partner, dependent child/children, and the employee's parent.

Section 4 – Sick Leave Payout Upon Retirement

Any unused portion of sick leave shall accumulate from fiscal year to fiscal year to a maximum of 960 sick leave hours. Employees will be paid 100% of accrued sick leave at retirement. Payment will be based on the employee's base rate of pay at retirement. Payment will be made bi-weekly over a five-year period, except where the payout amount is equal to or less than \$1,310, in which case payment will be made in a lump sum on the next regular pay date after the employee's last date of employment. For a retiring employee to be eligible for such payment, the employee shall have completed twenty (20) years of continuous service in a full-time position or retired as a result of a disability and must be eligible for pension payments from the Municipal Fire and Police Retirement System of Iowa Pension System immediately upon retirement. In the event a retired employee dies before all of the unused sick leave is paid, such payment will cease at the time of the retired employee's death.

Section 5

An employee who is on approved leave of absence due to an injury or illness shall continue to accrue sick leave credit for a period not to exceed two (2) calendar months following the month of injury or illness.

No sick leave shall be accrued during layoff due to curtailment of work when such layoff extends beyond thirty (30) days.

No sick leave shall be accrued during a personal leave of absence when such personal leave of absence extends beyond sixty (60) days.

Accrual of sick leave shall be terminated upon the employee's discharge, resignation, retirement, or death.

Section 6

An employee who is injured while employed by another employer or doing contract work for pay on non-City work shall not be entitled to any sick leave payment.

Section 7 - Sick Leave Conversion Over Maximum

At the discretion of the Chief of Police or designee, each pay period an employee will have either fifty (50) percent of their sick leave accrued above the maximum accrual of nine hundred and sixty (960) sick hours credited to their vacation accrual, up to the maximum vacation accrual amount, or be paid at their base rate of pay plus longevity, for fifty (50) percent of their sick leave accrued above the maximum accrual of nine hundred and sixty (960) sick hours. If an employee is at their maximum vacation accrual, they will be paid at their base rate of pay plus longevity, for fifty (50) percent of their sick leave accrued above the maximum accrual of nine hundred and sixty (960) sick hours.

ARTICLE 14: DISABILITY RELATING TO PREGNANCY LEAVE

Where a leave is not available or a sufficient leave is not available under any health or temporary disability insurance or the sick leave provision, the employee who is disabled due to the employee's pregnancy, childbirth, or related medical conditions, shall be granted up to eight (8) weeks of unpaid leave of absence or the duration of the disability, whichever is less. Sick leave benefits, to the extent of an employee's accumulated sick leave, shall be granted, if requested by the employee, for the period that the employee is disabled because of the employee's pregnancy, childbirth or related medical condition. The employee may use other available paid leaves such as vacation, compensatory time or personal day/time or a leave of absence without pay during the period of temporary disability. The employee is responsible for providing timely notice of the period of leave requested. The City reserves the right to require that the employee's disability resulting from pregnancy be verified by medical certification stating that the employee is not able to reasonably perform the essential functions of the employee's position.

ARTICLE 15: PAID PARENTAL LEAVE

Section 1 - Purpose/Objective

The City of Dubuque will provide up to 12 weeks of paid parental leave to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster to adopt care. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed to adopt child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable.

Section 2 - Eligibility

Eligible employees must meet the following criteria:

- Have been employed with the City of Dubuque for at least 12 months (the 12 months do not need to be consecutive).
- Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin.
- Be a full- or part-time, regular employee (temporary or seasonal employees and interns are not eligible for this benefit).

In addition, employees must meet one of the following criteria:

- Have given birth to a child.
- Be a spouse or committed partner of a woman who has given birth to a child.
- Have adopted a child or been placed with a foster-to-adopt child (in either case, the child must be age 17 or younger). The adoption of a new spouse's child is excluded from this policy.

Section 3 - Amount, Time Frame and Duration of Paid Parental Leave

- Eligible employees will receive a maximum of twelve weeks of paid parental leave per birth, adoption, or placement of a child/children. The fact that a multiple birth, adoption, or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the up to twelve-week total amount of paid parental leave granted for that event. In addition, in no case will an employee receive more than twelve weeks of paid parental leave in a rolling 12-month period, regardless of whether more than one birth, adoption or foster-to-adopt care placement event occurs within that 12-month time frame.
- Each week of paid parental leave is compensated at 100 percent of the employee's base rate of pay plus longevity and educational bonus. Paid parental leave will be paid on a biweekly basis on regularly scheduled pay dates.
- Approved paid parental leave may be taken at any time during the twelve-month period immediately following the birth, adoption or placement of a child

with the employee. Paid parental leave may not be used or extended beyond this twelve-month time frame.

- In the event of a female employee who herself has given birth, the twelve weeks of paid parental leave will commence at the conclusion of any short-term disability leave/benefit provided to the employee for the employee's own medical recovery following childbirth.
- Employees must take paid parental leave in one continuous period of leave and must use all paid parental leave during twelve-month time frame indicated above. Any unused paid parental leave will be forfeited at the end of the twelve-month time frame.
- Upon termination of the individual's employment at the company, he or she will not be paid for any unused paid parental leave for which he or she was eligible.

Section 4 - Coordination with Other Policies

- Paid parental leave taken under this policy will run concurrently with leave under the FMLA; thus, any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth or placement of a child due to adoption or foster to adopt, the leave will be counted toward the 12 weeks of available FMLA leave per a 12-month period. All other requirements and provisions under the FMLA will apply. In no case will the total amount of leave—whether paid or unpaid—granted to the employee under the FMLA exceed 12 weeks during the 12-month FMLA period. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.
- After the paid parental leave (and any short-term disability leave for employees giving birth) is exhausted, the balance of FMLA leave (if applicable) will be compensated through employee accrued sick, vacation and personal time. Upon exhaustion of accrued sick, vacation and personal time, any remaining leave will be unpaid leave. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.
- The company will maintain all benefits for employees during the paid parental leave period just as if they were taking any other company paid leave such as paid vacation leave or paid sick leave.
- If a City holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total paid parental leave entitlement.

Section 5 - Requests for Paid Parental Leave

- The employee will provide his or her supervisor and the human resource department with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must complete the necessary forms and provide all documentation as required by the Human Resources department to substantiate the request.
- As is the case with all City policies, the organization has the exclusive right to interpret this policy.

ARTICLE 16: SENIORITY

Section 1

If an employee has successfully completed training at the Iowa law enforcement academy or another training facility certified by the director of the Iowa law enforcement academy before the initial appointment as a patrol officer, the trial period shall be for a period of nine (9) months and shall commence with the date of initial appointment as a patrol officer. If an employee has not successfully completed training at the Iowa law enforcement academy or another training facility certified by the director of the law enforcement academy before initial appointment as a patrol officer, the trial period shall commence with the date of initial employment as a patrol officer and shall continue for a period of nine (9) months following the date of successful completion of training at the Iowa law enforcement academy or another training facility certified by the director of the Iowa law enforcement academy. A patrol officer transferring employment from one jurisdiction to another shall be employed subject to a trial period of nine (9) months. An employees' seniority shall be administered in accordance with Chapter 400, Code of Iowa.

An employee may be laid off or discharged any time prior to the end of the trial period and such discharge or lay off shall not be subject to the grievance procedure of the Agreement or the appeal procedure set forth in Chapter 400, Code of Iowa. The Association shall not assert or present any grievance or appeal on behalf of an employee because of any matter or occurrence whatsoever falling within the trial period.

Section 2

For purposes of computing benefits, length of continuous service shall relate to an employee's most recent date of employment in a full-time position. For purpose of this Agreement, the term employee shall mean full-time employee.

Section 3

An employee's seniority and employment relationship with the City shall be broken and terminated for the following reasons (this list is not inclusive):

- Resignation
- Discharge
- Death
- Retirement
- Being laid off for a period of two (2) months without either being recalled to the position the employee occupied at the time of the lay off or being appointed to another position in the bargaining unit.
- If, after a layoff, the employee fails to report for work within five (5) workdays after the date the certified letter was mailed, notifying the employee to report for work.
- Failure to report to work after the termination of an authorized leave.

Section 4

An employee's seniority shall be used as the employee's basis twice a year in signing up for shifts and days off. An employee's seniority shall be used as the employee's basis for vacation choice signup only in the spring of the year during the traditional vacation signup period. If an employee changes shift after the spring vacation signup, they will not be able to use seniority to negate a less senior employee from a vacation selection already chosen on the employee's new shift.

The total strength of each shift, required reporting times of each shift, and number and types of days off allotted to each shift shall be determined by the Chief of Police or designee in such a manner as to provide the best possible police service.

Throughout the year, the City reserves the right to make shift assignments for efficient and effective police service without regard to seniority.

Section 5

In the event of a change in shift assignment, other than a shift assignment change that is the result of an emergency situation or is of an urgent nature, the affected employee(s) shall be notified at least five (5) calendar days prior to the effective date of the change and upon the request of the affected employee(s), shall also be provided with a statement containing the reason(s) why the change is being made.

ARTICLE 17: PERSONAL DAY

A. Considerations

1. To afford an employee two (2) days with pay per calendar year, not to be deducted from sick leave accumulation, to be scheduled by the employee's supervisor.
2. Approving or disapproving the employee's requested dates for personal days shall be at the sole discretion of the employee's supervisor or authorized representative.
3. The employee's request for a specific day shall be given maximum consideration consistent with the conditions set forth below under B, but final approval is subject to (2) above and denial of the employee's requested date is not a proper subject for a grievance.
4. Exception to (3) above would only be considered as a proper subject for a grievance if the employee alleges that the requested date was disapproved because of arbitrary, capricious, or personal prejudice on the part of the approving authority.
5. The Association recognizes that approval or disapproval of a specific day must consider the efficient level of service due to the general public.

B. Conditions

1. A new employee must have completed at least four (4) full calendar months of the trial period before June 15th of each calendar year in order to be eligible during the calendar year.
2. On January 15th of each year, or upon the completion of four (4) full calendar months of an employee's trial period as stipulated in (1) above, two (2) personal days will be credited to each eligible employee.
3. No employee may request a personal day as the day immediately preceding or following the employee's scheduled vacation period. In the event an emergency situation arises while an employee is on vacation, and such employee has not used the personal day, upon written or telephone request the vacation may be extended one (1) additional day by utilizing a personal day.

4. Under no circumstances shall pay be requested or approved instead of the personal day off with pay.
5. Once a date has been approved for an employee as a personal day it may not be rescheduled except under the most extenuating circumstances; however, it is understood and agreed that the right to cancel and reschedule an employee's personal day is reserved by the supervisor or authorized representative when such extenuating circumstances exist. A date may be canceled and rescheduled by an employee under extenuating circumstances.
6. Employees assigned to a ten (10) hour workday shall receive ten hours at the employee's base rate of pay plus longevity, educational bonus, and shift premium for each personal day. Employees assigned to an eight (8) hour workday shall receive eight (8) hours for each personal day. The Association will not attempt to negotiate an increase in the time off for a personal day from eight (8) hours to ten (10) hours for employees assigned to an eight (8) hour workday.

ARTICLE 18: VACATIONS

Section 1:

Employees covered by this Agreement shall accrue vacation leave on the following basis:

- a) Employees who have completed less than three (3) years of continuous service shall accrue vacation each year at the rate of 3.08 hours per pay period, for a total of eighty (80) hours.
- b) Employees who have completed three (3) years of continuous service, but less than seven (7) years of continuous service shall accrue vacation each year at the rate of 4.62 hours per pay period, for a total of one hundred twenty (120) hours.
- c) Employees who have completed seven (7) years of continuous service, but less than nineteen (19) years of continuous service shall accrue vacation each year at the rate of 6.16 hours per pay period, for a total of one hundred sixty (160) hours.
- d) Employees who have completed nineteen (19) or more years of continuous service shall accrue vacation each year at the rate of 7.70 hours per pay period, for a total of two hundred (200) hours.

Vacation accrual increases on the employee's anniversary date. No employee may accrue more than three hundred twenty (320) hours.

Section 2:

An employee shall receive vacation pay for each hour used at the employee's base rate of pay plus longevity, educational bonus, and shift premium at the time vacation leave is used.

Section 3:

Probationary employees shall not be granted vacation leave until the completion of the Field Training Program, unless authorized by the Chief of Police or designee.

No vacation time shall be accrued during layoff due to lack of work when such layoff exceeds thirty (30) days.

No vacation time shall be accrued during a personal leave of absence when such personal leave of absence extends beyond sixty (60) days.

Section 4:

~~There shall be no changes in the manner or method of scheduling and approving vacations, unless mutually agreed upon by the Association and the Chief of Police or designee.~~

Section 5:

An employee who is absent from work due to illness or injury for a period not to exceed two (2) months shall continue to accrue vacation time.

Section 6:

Employees who have six (6) months or more continuous employment shall be paid their unused vacation accrual upon separation from the City. The accrued hours shall be paid at the employee's base rate of pay at the time of separation.

ARTICLE 19: EXCHANGING TOURS OF DUTY

The Shift or Division Commander may grant the request of any two (2) employees to exchange tours of duty or days off, provided they are of the same classification and division. Additionally, corporals may trade with officers, where, in the judgement of the Shift or Division Commander this will not interfere with Department operations, including command function.

Requests for exchanging tours of duty or days off shall be in writing. Days traded with another employee shall occur within a thirty (30) day period. The Shift or Division Commander shall not arbitrarily deny these requests.

Neither employee engaged in the trade time shall have the trade time treated as overtime for the purpose of this Agreement. This section does not preclude the use of Article 23, Overtime, if exigencies of service deem it necessary.

The employee agreeing to replace another employee under this Article shall be deemed responsible for assuring that the trade is completed. Employees accepting the responsibility of working for another employee in a regular workday trade will be responsible for that day/shift and shall find a replacement if unable to work for any reason barring emergencies. Complete shall mean that an employee is on duty for the period of the trade and that no employee involved in the trade shall be permitted the use of any paid leave provision of this Agreement for the period of the trade.

Should an emergency situation arise, which renders an employee unable to work the traded tour of duty as scheduled, said hours shall be scheduled by the Chief of Police or designee to meet the needs of the City within 30 days from the date of the trade. Should the emergency situation extend beyond 30 days, said hours should be scheduled to work at the earliest opportunity at the discretion of the Chief of Police or designee. If an employee separates from the City prior to completing the trade, those hours shall be deducted from the employee's final pay.

Should the responsible employee not fulfill their obligation of the trade due to an unexcused absence, the employee will be subject to disciplinary action.

Employees involved in trading time will not be eligible for a change in their shift premium.

Trading shifts shall be strictly voluntary and solely at each employee's discretion. No employee is required to agree to a trade. No employee shall be subject to any reprisal or coercion regarding any trade request or refusal of the same. Any employee shall be absolutely free to refuse any trade request. No employee shall be required to provide any reason whatsoever for any such refusal.

ARTICLE 20: HOLIDAYS

Section 1

The following calendar days of the year shall be considered as holidays insofar as the administration of City business is concerned. When the term "holiday" is used it shall be construed to be the following days:

New Year's Day	January First
Martin Luther King's Birthday	Third Monday in January
Memorial Day	Last Monday in May
Juneteenth	June Nineteenth
Independence Day	July Fourth
Labor Day	First Monday in September
Veterans Day	November Eleventh
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Friday following Thanksgiving Day
Christmas Eve	December Twenty-Fourth
Christmas Day	December Twenty-Fifth
New Year's Eve	December Thirty-First

~~For all employees covered under the terms of this agreement, For shift employees, holidays shall be observed on the day of legal recognition by the State of Iowa.~~

~~For all employees covered under the terms of this agreement, For shift employees, the holiday shall commence at 12:00 midnight the day of the holiday and end at 11:59 p.m. the same day.~~

Section 2

An employee shall forfeit the right to payment for a holiday if scheduled to work the holiday and does not report unless excused by the City for the following reasons:

- A. Formal leave of absence.
- B. Job incurred injury.
- C. Funeral leave.
- D. Subpoena as a witness.
- E. Illness or injury of less than two (2) months duration with proper doctor's documentation.
- F. Excused absence approved in writing by and at the sole discretion of the Chief of Police.

Section 3 – Holiday Pay

Employees shall receive one and one-half times the base rate of pay for all hours worked on the holiday.

Section 4 – Holiday Paid Leave

Employees who are eligible for holiday pay or holiday paid leave shall be paid eight (8) hours at the base rate of pay for each holiday.

Eligible employees shall have the option to convert up to 16 hours of holiday paid leave to compensatory time for two (2) of the named holidays. Time off instead of holiday pay shall be administered in accordance with the procedure covering the use of compensatory time.

ARTICLE 21: LONGEVITY

Section 1

Longevity payment shall represent a percentage of an employee's base rate of pay based upon an employee's length of service in a full-time position. Longevity payment shall represent compensation in addition to an employee's base rate of pay.

Longevity payments shall be made each payday in accordance with the longevity pay plan set forth in Section 2 of this Article.

Section 2

Longevity payments shall be made in accordance with the following schedule:

After five (5) years of continuous service	1% of base rate of pay
After ten (10) years of continuous service	2% of base rate of pay
After fifteen (15) years of continuous service	3.5% of base rate of pay
After twenty (20) years of continuous service	5% of base rate of pay
After twenty-five (25) years of continuous service	7% of base rate of pay

Section 3

Continuous service shall mean service with the City uninterrupted by resignation, discharge or personal leave of absence without pay exceeding sixty (60) days in the preceding twelve (12) months.

ARTICLE 22: EDUCATIONAL BONUS PLAN

Except as herein provided, in order to qualify for the Educational Bonus Plan, employees must have completed sixty (60) semester hours of college-level course work at an accredited university or college with a minimum of twelve (12) hours of course work in professional law enforcement development.

A minimum of an overall grade of "C" will be required.

Courses which are applicable within the twelve (12) required in professional Law Enforcement Development Courses are those which lead directly to the enhancement of the officer's performance of his/her duty as a Police Officer. Such courses are exemplified by the partial listing which follows:

- A. Law Enforcement, Police Administration, Criminal Law, Juvenile Delinquency, Correctional Philosophy and other core Police Science courses.
- B. Interviewing as related to Law Enforcement, Traffic Administration, Criminal Investigation, Police-Community Relations, Criminal Procedures and Evidence, and other professional development courses.
- C. Behavioral and Social Science courses such as American Government, Public Administration, Legislative Process, American Political Parties, Judicial Process, Municipal Government and Urbanism and American Constitutional Law.
- D. Certain Psychology courses such as General Psychology, Social Psychology, Personal and Industrial Psychology, Abnormal and Criminal Psychology.
- E. Certain Sociology courses such as Principles of Sociology, Social Problems, Race and Ethnic Relations, Criminology, Sociological Research, and various courses aimed at improvement of the individual law enforcement function.

The Educational Bonus Plan will apply as follows:

Patrol Officer	5% of the base rate of pay
Corporal	5% of the base rate of pay

To apply for this educational benefit an officer must submit to the Chief of Police or designee a stamped transcript of his/her college or university credits for consideration. The final determination of eligibility shall be made by the Chief Human Resources Officer.

Employees hired or appointed to the position of Patrol Officer shall not be covered by the terms of this Article until they have completed twelve (12) months of continuous service as a City of Dubuque Police Officer.

ARTICLE 23: OVERTIME AND SUPPLEMENTAL PAYS

Section 1 – Overtime

Except as otherwise provided in this Article, one and one-half (1 1/2) times the regular rate of pay shall be paid for all hours worked outside a scheduled workday or a scheduled work week. For employees assigned to an eight (8) hour workday, daily overtime will commence after eight (8) hours and eighteen (18) minutes have elapsed from the designated reporting time of the employee. For employees assigned to a ten (10) hour workday, daily overtime will commence after ten (10) hours and eighteen (18) minutes have elapsed from the designated reporting time of the employee.

Employees who are eligible to receive overtime may be granted time off in order to compensate for and instead of overtime payment. Compensation shall not be paid more than once for the same hours of work under any provision of this Article or Agreement. When overtime is required, it must be approved by the employee's supervisor. The maximum accrual of compensatory time shall be eighty (80) hours.

Section 2 – Court Appearance/Witness Fee

Employees shall be paid a minimum of two (2) hours at two (2) times their regular rate of pay as witness fee or if the employee spends more than two (2) hours in court, the employee shall be paid two (2) times their regular rate of pay for the total hours spent in court during an employee's previously scheduled vacation time. This provision does not apply to the employee's court appearance on a personal day.

Employees shall be paid a minimum of two (2) hours at 1 ½ times their regular rate of pay as witness fee or if the employee spends more than two (2) hours in court, the employee shall be paid 1 ½ times their regular rate of pay for the total hours spent in court. If court abuts the employee's regular work hours, the employee shall receive pay equal to the actual hours spent in court. If court begins or ends within 30 minutes of an employee's regular work hours, the employee shall receive pay for the actual hours spent in court.

Section 3 – Field Training Officer Supplemental Pay

An employee who is assigned the duties of Field Training Officer shall receive two (2) hours of compensatory time off or two (2) hours of pay at the base rate of pay for each ten (10) hour day or one and six tenths (1.6) hours of compensatory time off or one and six tenths (1.6) hours of pay at the base rate of pay for each eight (8) hour day during which the employee is assigned as a Field Training Officer and works with a police officer during an employee's trial period.

Section 4 – Travel Time

Travel time related to attending training sessions and that is defined by the Fair Labor Standards Act as compensable hours of work, will be paid in accordance with this Agreement.

Section 5 – Performance of K-9 Officer Duties

An employee who is assigned to and performs the duties of K-9 Officer shall receive an additional thirty (30) minutes of compensatory time or thirty (30) minutes of pay at their regular rate per calendar day. This pay shall count as actual hours worked for FLSA purposes but shall not be eligible for contractual overtime purposes pursuant to this agreement.

ARTICLE 24: SHIFT PREMIUM

Section 1 - Rates

Employees assigned to a ten (10) hour workday shall receive shift premium as follows:

<u>Work Schedule</u>	<u>Rate</u>
<u>3:00 p.m. to 1:00 a.m.</u>	<u>\$.25 per hour</u>
<u>7:00 p.m. to 5:00 a.m.</u>	<u>\$.30 per hour</u>
<u>11:00 p.m. to 9:00 a.m.</u>	<u>\$.35 per hour</u>

Employees assigned to an eight (8) hour workday shall receive shift premium as follows:

<u>Work Schedule</u>	<u>Rate</u>
<u>3:00 p.m. to 11:00 p.m.</u>	<u>\$.25 per hour</u>
<u>11:00 p.m. to 7:00 a.m.</u>	<u>\$.35 per hour</u>

An employee whose regularly scheduled workday ends after 7:00 p.m. shall receive a shift premium for all hours scheduled. The shift premium will be paid at the rate in the above schedule where the majority of the regularly scheduled hours fall. For example, if an employee regularly works from 1:00 p.m. to 9:00 p.m., they will receive a shift premium for their entire shift and the shift premium will be paid at the 3:00 p.m. to 1:00 a.m. rate (\$.25 per hour).

When an employee uses vacation time, compensatory time, sick leave, bereavement leave, or any other recognized paid short-term leave of absence, their rate of pay shall include the normally received shift premium. The normally received shift premium will also be paid to officers who are attending training during traditional daytime hours, provided the training does not last longer than two calendar weeks.

Section 2 – Extended Leave or Reassignment

When an employee takes an extended leave of absence, their rate of pay shall not include a shift premium. For the purposes of this section, an extended leave of absence will be defined as continuous leave lasting longer than two calendar weeks. Specific examples of paid leaves for which shift premium does not apply from the onset of the leave include, but are not limited to, paid parental leave and other planned leaves that extend beyond two weeks.

Employees who are normally scheduled to work during a shift that qualifies for shift premium pay shall not receive shift premium if they are reassigned to a shift that no longer qualifies and the newly assigned schedule will last longer than two calendar weeks. Reassignment for which shift premium does not apply from the onset of the reassignment include, but are not limited to, training, light duty, and restricted duty shifts planned to extend beyond two weeks.

ARTICLE 25: GROUP INSURANCE

Section 1 – Health and Prescription Drug Insurance

Employees shall pay 15% of the cost of the premium established for the health and prescription drug insurance plan for which the employee is enrolled. The premium for the health and prescription drug insurance plan shall be the premium established for retirees and COBRA enrollees.

Health Plan

Plan Design	In Network	Out-of-Network
Annual Out-of-Pocket Maximum	\$800/\$2,400	\$1,500/\$4,500
Office Visit	\$25 copay	
Specialty Doctor Visit	\$25 copay	
Outpatient Services	\$40 copay	
Emergency Room	\$150 copay	
Urgent Care	\$40 copay	

Prescription Drug Plan

Plan Design	In Network	Out-of-Network
RX - Retail	\$5 Generic	
	\$15 Brand Name Formulary	
	\$25 Brand Name Non-Formulary	
RX – Mail Order	\$10 Generic	
	\$30 Brand Name Formulary	
	\$50 Brand Name Non-Formulary	

The City shall establish and maintain a health insurance committee composed of representatives of the bargaining units and non-bargaining units. Representation will be proportionate to their percentage of the employees eligible for health insurance. The bargaining unit shall select their representatives on the committee.

The above plan design components will remain in force unless and until the healthcare insurance plan providers require a change in which case the change will be shared with the health insurance committee. Changes also may be made after potential changes have been reviewed by the health insurance committee and it has made a recommendation for any changes to health insurance. Any changes will be incorporated into this agreement by this reference.

Section 2 – Life/Accidental Death and Dismemberment Insurance

The City shall pay the full cost of a life insurance and accidental death and dismemberment insurance policy for all employees covered by this Agreement.

Employees are eligible for coverage the first day of the month following the completion of thirty days of continuous service in a full-time position.

Employees who retire shall receive a life insurance policy. Eligibility and amount of coverage shall be in accordance with the terms of the life insurance master agreement.

Section 3 – Disability Income Protection Insurance

Disability income protection insurance policy shall be provided to all employees covered by this Agreement. The cost of such coverage shall be paid in full by the City.

Employees are eligible for coverage the first of the month following the completion of thirty days of continuous service in a full-time position.

Section 4 – Master Insurance Agreements

Specific benefits of each aspect of the group insurance plan are set forth in master agreements which shall in all cases be the determining factor as to eligibility and amounts of coverage extended to each employee.

Section 5 – Coverage During Extended Illness or Injury

The City shall continue to pay its portion of the cost of the group insurance premiums for a period not to exceed fourteen (14) months from the day an employee is absent due to a non-job related illness or injury or for a period equivalent to the employee's length of continuous service in a full-time position prior to the day of absence due to the non-job related illness or injury, whichever is less. The City shall continue to pay its portion of the cost of the group insurance premiums for a period not to exceed fourteen (14) months from the day an employee is absent due to a job-related illness or injury. Group insurance plans include health insurance, prescription drug insurance, life/accidental death and dismemberment insurance and disability income protection insurance.

Section 6 – Termination Of Insurance Benefits

When a covered employee is discharged, laid off, resigns, retires or dies, the City shall discontinue payment of all insurance premiums. Insurance benefits for dependents terminate when the dependent ceases to be eligible as a dependent or when the

employee withdraws the authorization for dependent insurance coverage. In compliance with applicable Federal and State laws, employees and their eligible dependents are entitled to continue their health insurance coverage after termination of employment at their expense. Requests for continuation of health insurance benefits must be made in writing to the Personnel Office.

Section 7 – Coverage During A Leave Of Absence Without Pay

An employee may elect to continue group insurance coverages while on a leave of absence without pay. During such leave the employee shall be responsible for paying the full cost of all group insurance premiums except for a leave of absence without pay granted in accordance with the Family and Medical Leave Act of 1993.

Section 8 – Flexible Spending Accounts

The City shall provide IRS Section 125 Flexible Spending Accounts for medical and dependent care expenses and health, prescription drug and dental insurance premiums.

ARTICLE 26: CALL BACK AND STANDBY

Section 1: Call Back

Except as otherwise provided in this Article, an employee who, having left the premises after an employee's regular shift, is recalled for additional work shall receive not less than two (2) hours pay at 1 ½ times the employee's regular rate of pay. When such work merges with the employee's regular workday this provision does not apply.

For the purposes of meetings and trainings scheduled outside of, and in addition to, an employee's normal workday, the employee shall receive not less than two (2) hours pay at 1 ½ times the employee's regular rate of pay.

Call back begins when the employee arrives at, and begins work, on the premises or location at which the need for call back was initiated.

Section 2: Standby

The City has the right to determine who is on standby and the operationally needed number of employees on standby.

- A) Employees assigned to the Drug Task Force on standby will receive, at their option, either six (6) hours at their base rate of pay or six (6) hours of compensatory time for each full week they are on standby.

- B) Employees assigned to the Criminal Investigations Division on standby will receive at their option, either four (4) hours at their base rate of pay or four (4) hours of compensatory time for each full week they are on standby.

Standby pay shall not be considered hours worked for purposes of overtime eligibility. Employees who are on standby, but are not available for work, will not receive standby pay and will be subject to disciplinary action.

ARTICLE 27: WORK BREAKS

Employees may be allowed two (2) work breaks during each shift. Each break shall not exceed ten (10) minutes in length.

An employee shall be allowed one (1) meal break during each shift. The meal break shall not exceed thirty (30) minutes in length.

Employees are not guaranteed work breaks if operational circumstances do not permit. No additional compensation shall be provided if a work break is missed or interrupted. ~~Officers working scheduled or unscheduled overtime shall be entitled to one (1) work break per four (4) hours worked.~~

ARTICLE 28: GRIEVANCE PROCEDURE

A grievance is a difference of opinion between an employee or a group of employees, or between the City and the Association with respect to the meaning, interpretation or application of any term or terms of this Agreement.

The City is desirous of equitable and prompt adjustment of problems or grievances of the employees. These shall be settled orally whenever possible between the supervisor and the employee when the problem or grievance originates. An employee wishing to exercise the grievance procedure shall be entitled to have another Association member of his/her choice present as a witness during any presentation of the grievance to any officer of the department. The witness shall not become a party to the dispute but shall serve only as a witness.

~~In the case of duty or shift assignments the aggrieved officer may present the grievance but shall not be allowed to delay or avoid the assignment beyond that time necessary for presentation of the grievance to the supervisor responsible for the assignment.~~

A. Oral Proceedings

Step 1

Within ten (10) calendar days after the alleged grievance has occurred, the employee and supervisor shall orally discuss the grievance in an attempt to resolve the issue.

Step 2

The City shall not be obligated to accept a written grievance until such grievance has been discussed orally between the grieving officer, a supervisor and the Chief of Police.

B. Written Proceedings

Step 1

A grievance not settled after oral discussion, as outlined above, within seven (7) calendar days may be reduced to writing and presented to the Chief of Police.

~~The nature of the complaint shall be clearly defined so that the Chief of Police will have a fair opportunity to locate the cause of the problem and settle the matter. The Chief of Police shall answer in writing within seven (7) calendar days after receipt of the grievance.~~

Step 2

If the grievance is not settled in Step 1, within seven (7) calendar days after receiving the answer, a written request may be addressed to the Chief of Police for a meeting with the City Manager. If the request is denied by the Chief of Police a written appeal may be sent directly to the City Manager, following written notice to the Chief of Police of intention to appeal.

Within fourteen (14) calendar days of receipt of request for a meeting or written appeal, the City Manager or a designated representative (from outside the Police Department) shall hear matters pertinent to the grievance. The chairperson of the Welfare Committee or the designee of the Association may be present at the request of the aggrieved employee or at the request of the President of the Association. The aggrieved employee may not choose anyone other than the designated person of the Association to represent him/her in this hearing. The City Manager shall give a written answer fourteen (14) calendar days after this meeting.

Step 3

For employees under Civil Service and for issues covered by the Civil Service Act, if a grievance is not settled in Step 2 the employee has recourse of the Civil Service Act and shall follow its provisions outlined under Chapter 400, Code of Iowa.

If the grievance is not settled in Step 2, within twenty (20) calendar days after receiving the City's written answer, either party may notify the other party in writing and submit the grievance to arbitration. An impartial arbitrator shall be chosen by mutual consent by the Association and the City as soon as possible after receipt of a request for arbitration. If the parties do not agree upon the selection of an arbitrator within fifteen (15) calendar days after the receipt of the request for arbitration, the Public Employment Relations Board shall be requested to furnish a list of five (5) arbitrators. The party requesting arbitration shall first strike the name of one (1) person on the list and the other party shall then strike one (1) name and then the process is repeated. The remaining name shall be the arbitrator.

An arbitrator's decision on a grievance may not change or amend the terms, conditions or applications of the Collective Bargaining Agreement. Such procedures shall provide for invoking of arbitration only with the approval of the employee organization, and in the case of an employee, only with the approval of the public employee. The cost of arbitration shall be shared equally by the parties.

Association representatives, when carrying out procedures in Step 1 and Step 2 in the Grievance Procedure, shall be allowed to leave their work after the supervisor's approval and shall suffer no loss of pay, not including overtime pay. The City shall not be responsible for pay to Association employees involved in any matter relating to arbitration proceedings or Civil Service proceedings.

Time limits set forth in this policy may be waived by mutual consent of the principal parties. Time limits may be waived upon submission of a written statement of inability to act for good cause and setting forth another date of intended action. Good cause shall include, but not be limited to, the absence of principals to the grievance.

If the City does not answer a written appeal within the time limits specified in the written proceedings, the Association may elect to treat the grievance as a denial of that step, and immediately appeal the grievance to the next step. If the Association fails to file a written appeal within the time limits specified in the written proceedings, the grievance may be appealed automatically to the next step.

ARTICLE 29: NONDISCRIMINATION

There shall be no discrimination against any employee in the bargaining unit by either party to this Agreement because of mental or physical disability, age, sex, marital status, race, color, religion, national origin, sexual orientation or political affiliation. Complaints involving an allegation of discrimination may be filed with the appropriate agency but shall not be a proper subject for the grievance procedure of this Agreement or the appeal procedure set forth in Chapter 400, Code of Iowa.

ARTICLE 30: SAVINGS CLAUSE

Should any Article, Section or portion thereof of this Agreement be restrained or held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specified Article, Section or portion thereof restrained or declared null and void in the decision and the remainder of this Agreement shall remain in full force and effect.

ARTICLE 31: DURATION AND NEGOTIATIONS


This Agreement shall be effective the first day of July, 2024 and shall remain in full force and effect through the thirtieth day of June, 2029. Negotiations for a succeeding Agreement to become effective on July 1, 2029, shall begin after August 15, 2028, but not later than October 15, 2028.

Signed this _____ day of _____, 2024

DUBUQUE POLICE
PROTECTIVE ASSOCIATION



PRESIDENT – Kurt Rosenthal



Travis Kramer



Chris Gorrell



Nick Schlosser



Thomas Warner


CITY OF DUBUQUE, IOWA

MAYOR – Brad Cavanagh


Shelley Stickfort



Jeremy Jensen



Joseph Messerich



Jason Pace

ATTEST:

ADRIENNE BREITFELDER, CITY CLERK

APPENDIX A

WAGE PLAN

Section 1: Pay Plan (FY2025)

The following salary schedules shall represent the base rate of pay for positions covered by this Agreement effective 07/01/2024 through 06/30/2025:

Step #	Years of Service	Patrol Officer Hourly (P-01)	Patrol Officer Bi-Weekly (P-01)	Corporal Hourly (P-02)	Corporal Bi-Weekly (P-02)
1	Entry	31.24	2499.20	38.31	3064.80
2	6 months	32.09	2567.20	39.80	3184.00
3	1.5 years	33.77	2701.60	41.23	3298.40
4	2.5 years	34.73	2778.40	41.90	3352.00
5	3.5 years	35.25	2820.00	42.38	3390.40
6	4.5 years	35.68	2854.40		
7	5.5 years	36.11	2888.80		
8	6.5 years	36.54	2923.20		
9	7.5 years	36.97	2957.60		
10	8.5 years	37.49	2999.20		
11	9.5 years	37.91	3032.80		

Section 2: Pay Plan (FY2026)

The following salary schedules shall represent the base rate of pay for positions covered by this Agreement effective 07/01/2025 through 06/30/26:

Step #	Years of Service	Patrol Officer Hourly (P-01)	Patrol Officer Bi-Weekly (P-01)	Corporal Hourly (P-02)	Corporal Bi-Weekly (P-02)
1	Entry	31.71	2536.80	41.09	3287.20
2	6 months	32.57	2605.60	42.69	3415.20
3	1.5 years	34.28	2742.40	44.22	3537.60
4	2.5 years	35.25	2820.00	44.94	3595.20
5	3.5 years	36.13	2890.40	45.45	3636.00
6	4.5 years	36.84	2947.20		
7	5.5 years	37.55	3004.00		
8	6.5 years	38.27	3061.60		
9	7.5 years	39.00	3120.00		
10	8.5 years	39.83	3186.40		
11	9.5 years	40.66	3252.80		

Section 3: Pay Plan (FY2027)

The following salary schedules shall represent the base rate of pay for positions covered by this Agreement effective 07/01/2026 through 06/30/27:

Step #	Years of Service	Patrol Officer Hourly (P-01)	Patrol Officer Bi-Weekly (P-01)	Corporal Hourly (P-02)	Corporal Bi-Weekly (P-02)
1	Entry	32.26	2580.80	43.39	3471.20
2	6 months	33.14	2651.20	45.08	3606.40
3	1.5 years	34.88	2790.40	46.69	3735.20
4	2.5 years	35.87	2869.60	47.45	3796.00
5	3.5 years	37.03	2962.40	48.00	3840.00
6	4.5 years	37.94	3035.20		
7	5.5 years	38.87	3109.60		
8	6.5 years	39.81	3184.80		
9	7.5 years	40.76	3260.80		
10	8.5 years	41.82	3345.60		
11	9.5 years	42.94	3435.20		

Section 4 – Pay Plan (FY2028/FY2029)

This Agreement will be reopened as to the wage plan appendix for FY2028 and FY2029.

Section 5 – Promotion Wage Base Rate

Upon promotion an employee shall be placed in the first step of their new pay grade except in cases where the increase to the first step would be less than a one (1) pay grade step increase. Under those circumstances the promoted employee shall be placed

in such a step in the new pay grade as may be necessary to give the employee at least a one (1) pay step increase.

If an employee is promoted to the lowest step in the classification, the employee's performance shall be reviewed after six (6) months and if satisfactory, shall be advanced to the next step in the classification. On the other hand, if the employee is promoted to a step other than the starting step in the classification then the employee's performance shall be reviewed after twelve (12) months and if satisfactory, shall be advanced to the next step and yearly thereafter until the employee has reached Step 5.

City of Dubuque
City Council Meeting

Action Items # 03.

ITEM TITLE:	Bryan Porter, a Seasonal Employee in the City of Dubuque Parks Division Video
SUMMARY:	Media Services staff will show a video they recently produced featuring Bryan Porter, a seasonal employee in the City of Dubuque Parks Division. The video can also be viewed on the City's YouTube channel at https://youtu.be/5etUK6cArgo
SUGGESTED DISPOSITION:	Receive and File; VideoSuggested Disposition:

**City of Dubuque
City Council Meeting**

Closed Session - Bottom # 0

ITEM TITLE:

SUMMARY:

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

**SUGGESTED
DISPOSITION:**