

**ROLL CALL ORDER FOR MEETING OF**  
**April 15, 2024**

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

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

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Access Code: 337-661-181

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

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

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

April 15, 2024

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**REGULAR SESSION**

**6:30 PM**

**PLEDGE OF ALLEGIANCE**

**PRESENTATION(S)**

1. Permanent Part-Time Team Member of the Year Recognition

Susan Stopplemoor, a part-time employee in the City of Dubuque Leisure Services Department, will be recognized for receiving the Iowa Parks and Recreation Association's Permanent Part-Time Team Member of the Year Award.

### **PROCLAMATION(S)**

**1. Arbor Day (April 26, 2024)**

On behalf of Dubuque Trees Forever.

### **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**

Airport Commission of February 27, 2024; City Council Proceedings of March 25, 26, 27, 28 and April 1, 2, and 4 2024; Community Development Advisory Commission of January 17, 2024; Equity and Human Rights Commission of March 12, 2024; Resilient Community Advisory Commission of January 11, 2024; Zoning Advisory Commission Draft Minutes of April 3, 2024.

**Suggested Disposition: Receive and File**

**2. Notice of Claims and Suits**

Cummer Masonry Inc. for vehicle damage; Progressive Northern Insurance Company A/S/O John Klauer for vehicle damage; Cassidy Loffa 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: Cummer Masonry for vehicle 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. Letter of Support for Canadian and Iowa Northern Railway Integration**

City Manager providing a copy of a letter of support on behalf of the City of Dubuque in support of the Canadian and Iowa Northern Railway Integration

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

**6. Pledge Agreement for an Iowa Partners for Conservation Grant**

City Manager recommending City Council authorize the mayor to sign a pledge agreement to partner with the Dubuque Soil and Water Conservation District (DSWCD), pledging an in-kind contribution in the amount of \$5,000 per year for a total of \$25,000 in support of a U.S. Department of Agriculture Natural Resources Conservation Service (NRCS) Iowa Partners for Conservation (IPC) grant in the amount of \$825,000.

**RESOLUTION** Pledging Support and up to \$25,000 In-Kind Local Matching Funds for the Dubuque Soil

& Water Conservation District's Application for a \$825,000 U.S. Department of Agriculture Natural Resource Conservation Service Iowa Partners for Conservation Grant

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

**7. City Clerk's Office Promotion of Civic Engagement at the Multicultural Family Center's Teen Career Fair**

City Clerk submitting information on the City Clerk's Office booth at the Multicultural Family Center's Teen Career Fair that engaged students about the roles of Mayor and the City Council.

**Suggested Disposition: Receive and File**

**8. Recommended Sculptures for 2024-25 Art on the River Rotating Public Art Exhibition**

City Manager recommending approval of the Arts & Cultural Affairs Advisory Commission's recommendation noted related to the 2024-25 Art on the River exhibit.

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

**9. alltogetherdubuque.com Website Produced Through the Iowa Department of Cultural Affairs' Iowa Arts & Culture Marketing Grant**

Arts & Cultural Affairs Manager Bonnie Spurling is sharing the results of a \$15,000 grant award from the Iowa Department of Cultural Affairs (IDCA) Arts & Culture Marketing Grant program to support an umbrella communications campaign to capture and brand the uniqueness of Dubuque's creative and cultural assets.

**Suggested Disposition: Receive and File**

**10. Updated Version of Creating Housing Opportunities Brochure**

City Manager providing an updated version of the Creating Housing Opportunities brochure.

**Suggested Disposition: Receive and File**

**11. 3000 Jackson Dubuque Brewing and Malting Building Update**

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

**Suggested Disposition: Receive and File**

**12. Bloomberg Youth Climate Action Grant Award**

City Manager recommending City Council approval to accept the Bloomberg Youth Climate Action grant award.

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

**13. Sustainable Dubuque Grant Recommendation**

City Manager recommending City Council approve the recommendations of the Resilient Community Advisory Commission regarding the Round 29 funding of the Sustainable Dubuque Community Grant program.

**RESOLUTION** Awarding Sustainable Dubuque Grant to the Boys and Girl Club of Greater Dubuque

**RESOLUTION** Awarding Sustainable Dubuque Grant to Jessica Paisley

**RESOLUTION** Awarding Sustainable Dubuque Grant to Mississippi River Revival, DBQ, Inc.

**RESOLUTION** Awarding Sustainable Dubuque Grant to the Oak View Group

**RESOLUTION** Awarding Sustainable Dubuque Grant to ReEvolution Farms

**RESOLUTION** Awarding Sustainable Dubuque Grant to St. Marks Youth Enrichment

**RESOLUTION** Awarding Sustainable Dubuque Grant to Dubuque Trees Forever

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

**14. Cities Forward Initiative Charter of Cooperation with Hermosillo, Mexico**

City Manager recommending approval of a Cooperation Charter between Dubuque, Iowa, USA and Hermosillo, Sonora, Mexico.

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

**15. Approve Jeffries Foundation Grant Application Submission and Authorize City Manager to Execute Grant Agreement and Contract for a Historic Structure Report for Eagle Point Park**

City Manager recommending City Council approval of the grant application to Jeffries Foundation Jeffris Heartland Fund to develop a Historic Structures Report (HSR) for the Alfred Caldwell designed buildings at Eagle Point Park in the amount of \$50,000 with a match amount of \$75,000 and authorize the City Manager to execute a grant agreement with the Jeffries Foundation and contract for the Historic Structures report.

**RESOLUTION** Authorizing the City Manager to execute an application for Jeffries Foundation Jeffris Heartland Fund Grant and authorizing the Leisure Services Director and the City Manager to approve the application

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

**16. Fleet Fueling System Design of Replacement – Request to Release Request for Proposals**

City Manager recommending City Council approval to release a Request for Proposals (RFP) and evaluate responses for the fleet fueling system on Kerper Blvd.

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

**17. Fleet Maintenance Operations Assessment – Request to Release Request for Proposals**

City Manager recommending approval to release a Request for Proposals (RFP) and evaluate responses for the assessment of staffing and operations within Fleet Maintenance activities. This project has an approved funding of \$30,000.

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

**18. Disaster Debris Removal Services**

City Manager recommending authorization to award the Public Works Department Disaster Debris Removal Services to Dubuque Barge & Fleeting Service Co. d/b/a Newt Marine Service.

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

**19. Iowa Land Recycling Program Environmental Covenant**

City Manager recommending approving of the Iowa Land Recycling Program Environmental Covenant

**RESOLUTION** Approving an Iowa Land Recycling Program Environmental Covenant on property in the North Port of the Port Of Dubuque in the City Of Dubuque, Iowa

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

**20. Approving a First Amendment to a Development Agreement by and between the City of Dubuque and Switch Homes, LLC**

City Manager recommending approving a First Amendment to a Development Agreement by and between the City of Dubuque and Switch Homes, LLC to provide authority for the collateral assignment of Economic Development Grants to the Developer's lender. The project promotes the City's goal of Livable Neighborhoods and Housing: Great Place to Live.

**RESOLUTION** Approving the First Amendment to Development Agreement by and Between the City of Dubuque, Iowa and Switch Homes, LLC

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

**21. Plat of Survey of Splendid Valley Estates**

Zoning Advisory Commission recommending approval of the Final Plat of Splendid Valley Estates request subject to waive the street frontage requirement for Lot 1.

**RESOLUTION** Approving the Final Plat of Splendid Valley Estates, Dubuque County, Iowa

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

**22. Signed Contract(s)**

Bolton & Menk, Inc. for the Central Avenue and White Street Corridor Traffic Study; J&R Supply, Inc. for the Ring & Lids - Metal Supply.

**Suggested Disposition: Receive and File**

**23. Iowa Department of Transportation HMA Resurfacing and PCC Patching Projects Notifications**

Correspondence from Jesse Tibodeau, Assistant District Engineer for the Iowa Department of Transportation, providing notification of HMA resurfacing and PCC patching projects within the city.

**Suggested Disposition: Receive and File**

**24. Civil Service Commission 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**

**25. Approval of Retail Alcohol Licenses**

City Manager recommending City Council approval of retail alcohol licenses 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

**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. Resolution Setting a Public Hearing on a Proposed Development Agreement by and among the City of Dubuque, Iowa, Woodward Communications, Inc., and WHKS & CO., Inc. Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement**

City Manager recommending City Council adopt the attached resolution setting a public hearing for May 6, 2024, on a proposed Development Agreement by and among the City of Dubuque, Iowa, Woodward Communications, Inc., and WHKS & CO., Inc. 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 among the City of Dubuque, Iowa, Woodward Communications, Inc., and WHKS & Co., Inc., including the proposed issuance of Urban Renewal Tax Increment Revenue Grant Obligations to Woodward Communications, Inc., and providing for the publication of notice thereof

**Suggested Disposition:**

**Receive and File; Adopt Resolution(s), Set Public Hearing for May 6, 2024**

**2. Set Public Hearing for Disposition of City-Owned Lot at 627 Rhomberg Avenue**

City Manager recommending City Council set a public hearing for May 6, 2024, for the purpose of disposing of City-owned real property located at 627 Rhomberg Ave to Karl Williams in the amount of \$10,768.68.

**RESOLUTION** Intent to dispose of an interest in City of Dubuque real estate to Karl Williams, setting a time and place for hearing, and providing for the publication of notice thereof

**Suggested Disposition:**

**Receive and File; Adopt Resolution(s), Set Public Hearing for May 6, 2024**

**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 2529 Marywood Drive**

Proof of publication on notice of public hearing to consider a request from the Pregnancy Center to rezone 2529 Marywood Drive from R-1 Single-Family Residential to R-2 Two-Family Residential, 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 R-1 Single-Family Residential to R-2 Two-Family Residential

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

**2. Unified Development Code Amendment Removing Off-Street Parking Requirements in the Jackson Park and Cathedral Historic Districts**

Proof of publication on notice of public hearing to consider a request from the City of Dubuque to amend the Unified Development Code to remove the off-street parking requirements for properties located within the Jackson Park and Cathedral Historic Districts, and Zoning Advisory Commission recommending approval.

**ORDINANCE** Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by Amending Articles 16-5-3-5 (R-1), 16-5-4-5 (R-2a), 16-5-5-5 (R-3), 16-5-6-5 (R-4), 16-5-7-5 (Or), 16-5-8-5 (OS), 16-5-9-5 (OC, 16-5-10-5 (C-1), 16-5-11-2 (C-2), And 16-5-13-5 (C-3) by Removing the Off-Street Parking Requirement for properties located within the Jackson Park and Cathedral Historic Districts

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

**3. 2024 Maintenance Dredging Project No. 1 Public Hearing**

Proof of publication on notice of public hearing to consider City Council approve the plans, specifications, form of contract, and estimated cost of \$317,500 for the 2024 Maintenance Dredging Project No. 1 through adoption of the attached resolution, and City Manager recommending approval.

**RESOLUTION** Approval of plans, specifications, form of contract, and estimated cost for the 2024 Maintenance Dredging Project No. 1

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

**4. Fiscal Year 2025 Budget Adoption**

Proof of publication on notice of public hearing to consider Mayor and City Council approval of the amended Fiscal Year 2025 budget recommendation with a property tax rate of \$9.92638, a 0.25% increase from Fiscal Year 2024, and City Manager recommending approval.

**RESOLUTION** Adoption of Budget and Certification of City Taxes

**RESOLUTION** Adopting the City of Dubuque Fiscal Year 2025 Annual Budget

**RESOLUTION** Adopting the City of Dubuque Five Year Capital Improvement 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. Fiscal Year 2025 Planning Services Department – Increased Fees**

City Manager recommending adopting a resolution approving an increase for FY2025 Planning Services Department fees. Additional information is located in the City Manager's memo for Public Hearing #4.

**RESOLUTION** Rescinding Resolution No. 87-23, Establishing a Schedule of Development Services Fees, and adopting in lieu thereof a New Schedule Of Development Services Fees as provided in Title 16 of the City Of Dubuque Code of Ordinances, Unified Development Code  
**Suggested Disposition: Receive and File; Adopt Resolution(s)**

**2. Establishing Water Rates under City of Dubuque Code of Ordinances for Fiscal Year 2025**

City Manager recommending City Council adopt the ordinances establishing water rates under City of Dubuque Code of Ordinances for Fiscal Year 2025. Additional information is located in the City Manager's memo for Public Hearing #4.

**ORDINANCE** Establishing City of Dubuque Code of Ordinances Title 13 Public Utilities, Chapter 1 Water Use and Service, Article C Rates, Section 13-1C-1(A) Fixing Water Rates for Residential, Commercial, Industrial, and all other uses

**ORDINANCE** Establishing the City of Dubuque Code of Ordinances Title 13 Public Utilities Chapter 1 Water Use and Service, Article C Rates Section 13-1C-2 Fixing Water Rates for Fire Sprinkler Service

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

**3. Establishing Sanitary Sewer Rates under City of Dubuque Code of Ordinances for Fiscal Year 2025**

City Manager recommending City Council adopt an ordinance establishing sewer rates under City of Dubuque Code of Ordinances for Fiscal Year 2025. Additional information is located in the City Manager's memo for Public Hearing #4.

**ORDINANCE** City of Dubuque Code of Ordinances Title 13 Public Utilities, Chapter 2 Sewers and Sewage Disposal, Article C Rates, Section 13-2C-3 rates established for Fiscal Year 2025  
**Suggested Disposition: Receive and File; Motion B; Motion A**

**4. Establishing Solid Waste Rates and Additional Proposed Revisions under City of Dubuque Code of Ordinances for Fiscal Year 2025**

City Manager recommending City Council adopt an ordinance establishing solid waste rates and additional proposed revisions under City of Dubuque Code of Ordinances for Fiscal Year 2025. Additional information is located in the City Manager's memo for Public Hearing #4.

**ORDINANCE** Amending City of Dubuque Code of Ordinances Title 13 Public Utilities, Chapter 6 Solid Waste

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

**5. Establishing Stormwater Management Utility Fee Rates under City of Dubuque Code of Ordinances for Fiscal Year 2025**

City Manager recommending City Council adopt an ordinance establishing the stormwater management utility fee rates under City of Dubuque Code of Ordinances for Fiscal Year 2025. Additional information is located in the City Manager's memo for Public Hearing #4.

**ORDINANCE** Amending City of Dubuque Code of Ordinances Section 13-4-5 (D) SFU Rate, Charges; Utility Revenues

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

**6. Five-Year Street Construction Program for Fiscal Years 2025-2029**

City Manager recommending approval of a resolution adopting the Five-Year Street Construction Program for Fiscal Years 2025 - 2029. Additional information is located in the City Manager's memo for Public Hearing #4.

**RESOLUTION** Adopting the Five-Year Street Construction Program for Fiscal Years 2025 - 2029

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

**COUNCIL MEMBER REPORTS**

**CLOSED SESSION**

**Pending Litigation and Purchase or Sale of Real Estate – Chapter 21.5(1)(c),(j) Code of Iowa**

**ADJOURNMENT**

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

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

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

Individuals with limited English proficiency, vision, hearing or speech impairments or requiring special assistance should contact the City Clerk's Office as soon as feasible at (563) 589-4100, [ctyclerk@cityofdubuque.org](mailto: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

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### ITEM TITLE:

### SUMMARY:

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

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**SUGGESTED  
DISPOSITION:**

**City of Dubuque  
City Council Meeting**

**Presentation(s) # 01.**

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<b>ITEM TITLE:</b>	Permanent Part-Time Team Member of the Year Recognition
<b>SUMMARY:</b>	Susan Stopplemoor, a part-time employee in the City of Dubuque Leisure Services Department, will be recognized for receiving the Iowa Parks and Recreation Association's Permanent Part-Time Team Member of the Year Award.
<b>SUGGESTED DISPOSITION:</b>	

City of Dubuque  
City Council Meeting

Proclamation(s) # 01.

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**ITEM TITLE:** Arbor Day (April 26, 2024)  
**SUMMARY:** On behalf of Dubuque Trees Forever.  
**SUGGESTED  
DISPOSITION:**

**ATTACHMENTS:**

Description	Type
Proclamation	Supporting Documentation



# PROCLAMATION

- Whereas, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and
- Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and
- Whereas, Arbor Day is now observed throughout the nation and the world; and
- Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen and provide habitat for wildlife; and
- Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and
- Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and
- Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal; and
- Whereas, Dubuque Trees Forever is planning an Arbor Day Celebration on Saturday, April 27<sup>th</sup> at the site of the future Hill St Neighborhood Orchard and invites all residents to attend to learn more about planting and caring for trees through fruit tree planting demonstrations, sidewalk art, educational booths, and fun activities for kids.

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 26<sup>TH</sup> DAY OF APRIL, 2024 AS

## **“ARBOR DAY”**

IN THE CITY OF DUBUQUE, IOWA, AND URGE RESIDENTS TO PLANT TREES TO GLADDEN THE HEART AND PROMOTE THE WELL-BEING OF THIS AND FUTURE GENERATIONS.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 15th day of April, 2024.

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Brad M. Cavanagh, Mayor

Attest:

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Adrienne Breitfelder, City Clerk

2024: Submitted by Tom Kramer. Accepted by Steve Pregler and members of the Dubuque Trees Forever board

2023: Submitted and accepted by Tom Kramer

2022: Submitted and accepted by Hobie Wood

2021: Submitted and accepted by Hobie Wood

## City of Dubuque City Council Meeting

### Consent Items # 01.

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**ITEM TITLE:** Minutes and Reports Submitted

**SUMMARY:** Airport Commission of February 27, 2024; City Council Proceedings of March 25, 26, 27, 28 and April 1, 2, and 4 2024; Community Development Advisory Commission of January 17, 2024; Equity and Human Rights Commission of March 12, 2024; Resilient Community Advisory Commission of January 11, 2024; Zoning Advisory Commission Draft Minutes of April 3, 2024.

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

**ATTACHMENTS:**

Description	Type
City Council Proceedings 3/25_5:15 PM	Supporting Documentation
City Council Proceedings 3/25_6:30 PM	Supporting Documentation
City Council Proceedings 3/26	Supporting Documentation
City Council Proceedings 3/27	Supporting Documentation
City Council Proceedings 3/28	Supporting Documentation
City Council Proceedings 4/1	Supporting Documentation
City Council Proceedings 4/2	Supporting Documentation
City Council Proceedings 4/4	Supporting Documentation
Airport Commission Minutes	Supporting Documentation
Community Development Advisory Commission Minutes	Supporting Documentation
Zoning Advisory Commission Minutes	Supporting Documentation
Equity and Human Rights Commission Minutes	Supporting Documentation
Resilient Community Advisory Commission Minutes	Supporting Documentation

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

The Dubuque City Council met in special session at 5:15 p.m. on March 25, 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 (attended virtually), 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 the recommended Fiscal Year 2025 Budget Presentation.

**ACTION ITEMS**

1. Recommended Fiscal Year 2025 Budget Presentation: Motion by Jones to receive and file the documents and listen to the presentation. Seconded by Farber. City Manager Van Milligen presented the recommended Fiscal Year 2025 Budget. City Manager Van Milligen and City Attorney Brumwell responded to questions from the City Council following the presentation.

**ADJOURNMENT**

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:25 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 25, 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 (attended virtually), 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 public hearing on the proposed Fiscal year 2025 Tax Rate and Dollars.

Mayor Cavanagh stated that a vote was not called on the action item discussed during the 5:15 p.m. special session. City Attorney Brumwell stated that a vote could be forgone due to the minimal significance of the item.

**PUBLIC HEARINGS**

1. Public Hearing for Proposed Fiscal Year 2025 Tax Rate and Dollars and Taxpayer Statements: Motion by Farber to receive and file the documents and approve the Proposed Fiscal Year 2025 Tax Rate and Dollars. Seconded by Jones. City Manager Van Milligen made a presentation. Clark Schloz, 2925 Burlington St.; and Robin Kennicker, 2929 Elm St., provided input regarding the budget hearing process required by Iowa Code, including annual taxpayer statements and taxing options. City Attorney Brumwell advised the City Council that discussion should only occur on property tax amounts, and that any discussion on department budgets should occur during that department's budget hearing. Mayor Cavanagh stated that the City Council discussed the maximum property tax rate during the March 7, 2024, special session. Motion carried 7-0.

**ADJOURNMENT**

There being no further business, Mayor Cavanagh declared the meeting adjourned at 7:29 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 26, 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 (attended virtually), Sprank, Wethal; City Manager Van Milligen.

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of adopting a resolution regarding the release of historic real estate filings and conducting public hearings on certain Fiscal Year 2025 Department Budgets.

**CONSENT ITEMS**

1. Dubuque Racing Association – Request from Lender to clean-up items that remain listed in Abstract – Title Opinion: Motion by Sprank to receive and file the documents and adopt Resolution No. 66-24 Approving the release of Historic Real Estate Filings related to Dubuque Racing Association and Q Casino as they have either been exhausted, satisfied, amended, or superseded by subsequent documents and make creating an abstract and title opinion related to financing improvements intended by Dubuque Racing Association on Chaplain Schmitt Island more cumbersome and difficult and consenting to the removal of such filing from the abstract. Seconded by Farber. Motion carried 7-0.

**PUBLIC HEARINGS**

Mayor Cavanagh summarized the public hearing process that previously occurred to set the maximum property tax rate for Fiscal Year 2025 (FY25). City Council Members discussed their options for holding certain improvement package requests for separate discussion. The City Council determined that at least four City Council Members must agree to hold an improvement package request for separate discussion. Mayor Cavanagh stated that he would request feedback from the City Council at the end of each budget hearing special session on any improvement packages to discuss. Final discussion on improvement package requests would occur during the final hearing to adopt the FY25 budget on April 11, 2024. City Council Members also determined that a City Council Member should propose how to offset the additional funding of any improvement packages they would like to recommend.

Fiscal Year 2025 City department budgets were presented by staff from the following departments:

1. City Attorney's Office Fiscal Year 2025 Budget Presentation: Crenna Brumwell, City Attorney.
2. City Clerk's Office Fiscal Year 2025 Budget Presentation: Adrienne Breittfelder, City Clerk.
3. Public Information Office Fiscal Year 2025 Budget Presentation: Randy Gehl, Public Information Officer and Nikki Rosemeyer, Geographic Information Systems (GIS) Coordinator
4. Human Resources Fiscal Year 2025 Budget Presentation: Shelley Stickfort, Chief

Human Resources Officer and Connie Palm, Benefits and Compensation Manager.

5. City Manager's Office Fiscal Year 2025 Budget Presentation: Cori Burbach, Assistant City Manager and Gina Bell, Director of Sustainability.

6. City Council Fiscal Year 2024 Budget Presentation: City Manager Van Milligen.

Staff responded to questions from the City Council following their respective presentations.

### **ADJOURNMENT**

There being no further business, Mayor Cavanagh declared the meeting adjourned at 10:42 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 27, 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 (attended virtually), Sprank, Wethal; City Manager Van Milligen.

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting public hearings on certain Fiscal Year 2025 Department Budgets.

**PUBLIC HEARINGS**

Fiscal Year 2025 City department budgets were presented by staff from the following departments:

1. Health Services Fiscal Year 2025 Budget Presentation: Mary Rose Corrigan, Public Health Director and Mark Murphy, Emergency Preparedness Planner/Environmental Sanitarian.

2. Carnegie-Stout Public Library Fiscal Year 2025 Budget Presentation: Nick Rossman, Library Director.

3. Dubuque Regional Airport Fiscal Year 2025 Budget Presentation: Todd Dalsing, Airport Director.

4. Office of Shared Prosperity and Neighborhood Support Fiscal Year 2025 Budget Presentation: Anderson Sainci, Director of the Office of Shared Prosperity and Neighborhood Support; Braden Daniels, Data Analyst; and Temwa Phiri, Community Engagement Coordinator.

5. Office of Equity and Human Rights Fiscal Year 2025 Budget Presentation: Ann Marie Jannette, Equity and Human Rights Specialist.

6. Finance and Budget Fiscal Year 2025 Budget Presentation: Jennifer Larson, Chief Financial Officer and Rose Hoerner, Utility Billing Supervisor.

Staff responded to questions from the City Council following their respective presentations.

**ADJOURNMENT**

There being no further business, Mayor Cavanagh declared the meeting adjourned at 10:26 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 28, 2024, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Absent: Council Member Jones.

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting public hearings on certain Fiscal Year 2025 Department Budgets.

**PUBLIC HEARINGS**

Fiscal Year 2025 City department budgets were presented by staff from the following departments:

1. Housing & Community Development Fiscal Year 2025 Budget Presentation: Alexis Steger, Director Housing and Community Development; Michael Belmont, Assistant Director of Housing and Community Development; Ben Pothoff, Deputy Code Official; Gina Hodgson, Assisted Housing Supervisor; Mary Bridget Corken Deutsch, Community Development Specialist; Maddy Haverland, Urban Development & Housing Rehabilitation Project Manager; and Nicole Lytle, Housing Grants Program Manager.

Public input was provided by the following individuals: Lynn Sutton, 445 Nevada St.; Carla Shepard, 2710 Potosi Dr.; Carla Anderson, 1131 Main St.; Shea Miloy, 1349 Locust St.; Gayle Weitz, 1630 Lori Ct; Jaime Izaguirre, 1394 Locust St.; Michael Link, 1190 McGregor Dr., Nino Erba, 180 W. 15<sup>th</sup> St.; and Evan Hudson, 741.5 W. 3<sup>rd</sup> St. Public input topics included options for tenants to submit landlord complaints, concerns about rent increases, and requests for more frequent inspections of rental units.

2. Purchase of Services Fiscal Year 2025 Budget Presentation: Mary Bridget Corken Deutsch, Community Development Specialist.

3. Public Works Fiscal Year 2025 Budget Presentation: Arielle Swift, Public Works Director and Ken Miller, Dubuque Metropolitan Area Solid Waste Agency (DMASWA) Administrator.

Public input was provided by Paul Shultz, 1040 Carmel Dr. regarding equitable fines and fees, expansion of the food scraps program, and representation on the DMASWA Board. Clark Schloz, 2925 Burlington St., provided input on developers' costs for public improvement projects.

4. Economic Development Fiscal Year 2025 Budget Presentation: Jill Connors, Economic Development Director and Bonnie Spurling, Arts & Cultural Affairs Manager.

Staff responded to questions from the City Council following their respective presentations.

There being no further business, Mayor Cavanagh declared the meeting adjourned

at 10:12 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 April 1, 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**

**PROCLAMATION(S)**

1. Sexual Assault Awareness Month (April 2024) was accepted by Mayor Cavanagh on behalf of the Riverview Center.

2. Community Development Week (April 1-5, 2024) was accepted by Community Development Specialist Mary Bridget Corken Deutsch on behalf of the Housing & Community Development Department.

3. Junior Achievement Day (April 4, 2024) was accepted by Scott Ellerbach on behalf of Junior Achievement of the Heartland.

4. Saint 4 Life Foundation - Fighting Saints Alumni Celebration (April 5 - 6, 2024) was accepted by Council Member Farber and Brooks Bertsch on behalf of the Saint 4 Life Foundation.

5. Dubuque YP Days of Caring (April 26, 2024) was accepted by Water Department Director Christopher Lester on behalf of the Dubuque YP Days of Caring Board.

**CONSENT ITEMS**

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

1. Minutes and Reports Submitted: City Council Proceedings of March 18, 2024; Civil Service Commission of March 7, 2024; Equity and Human Rights Commission of February 13, 2024; Historic Preservation Commission of February 15, 2024; Housing Commission of April 25, 2023; Library Board of Trustees of March 23, 2023, April 27, 2023, May 25, 2023, June 22, 2023, July 27, 2023, August 23, 2023, August 24, 2023, September 28, 2023, October 19, 2023, October 26, 2023, and November 16, 2023; Park and Recreation Commission of February 13, 2024; Zoning Advisory Commission Draft Minutes of March 6, 2024 and March 13, 2024; Proof of Publication for City Council Proceedings of March 4, 2024 and March 7, 2024. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Deann Bergfeld 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: Deann Bergfeld for vehicle damage; Azariah Martin for vehicle damage; Kirtland Thayer 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. 67-24 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. Arts & Cultural Affairs Advisory Commission Special Projects Grant Modification: Upon motion the documents were received, filed, and approved.

6. Resolution Approving the Acquisition of Real Estate Owned by Ace Construction-Dubuque, L.L.C. by Eminent Domain and Establishing the Fair Market Value of the Real Estate: Upon motion the documents were received and filed, and Resolution No. 68-24 Approving the acquisition of real estate owned by Ace Construction-Dubuque, L.L.C. by eminent domain and establishing the fair market value of the real estate was adopted.

7. Greater Dubuque Development Corporation's Distinctively Dubuque Brochure: Upon motion the documents were received and filed.

8. Acceptance of a Grant of Public Utility Easement and Dedications of Right of Way across Dubuque Community School District Property as part of the Althausen Street Watermain and Sanitary Sewer Reconstruction Project: Upon motion the documents were received and filed, and Resolution No. 69-24 Accepting a Grant of Public Utility Easement and Dedications of Right of Way along Althausen Street and Eagle Street as part of the Althausen Street Watermain and Sanitary Sewer Reconstruction Project, in the City of Dubuque, Iowa was adopted.

9. 2023 Maintenance Dredging Project: Acceptance of Public Improvement Construction Contract - Project Number: 5546000001-304-67990 Harbor Area Dredging: Upon motion the documents were received and filed, and Resolution No. 70-24 Accepting the 2023 Maintenance Dredging Project and Authorizing Final Payment to the Contractor was adopted.

10. Acceptance of Quit Claim Deed from Iowa Department of Transportation Lot A, Lot 4, and Lot 5 of Weber Acres 2nd Addition: Upon motion the documents were received and filed, and Resolution No. 71-24 Accepting Quit Claim Deed from State of Iowa, Iowa Department of Transportation for Lot A, Lot 4, and Lot 5 of Weber Acres 2nd Addition, Dubuque County, Iowa was adopted.

11. Acceptance of Quit Claim Deed from Iowa Department of Transportation Lot B ISAAC Hanna 2nd Addition: Upon motion the documents were received and filed, and Resolution No. 72-24 Accepting Quit Claim Deed from State of Iowa, Iowa Department of Transportation for Lot B Isaac Hanna 2nd Addition, Dubuque County, Iowa was adopted.

12. Request to post Request for Proposal to update the Unified Development Code: Upon motion the documents were received, filed, and approved.

13. Suspension of Iowa Talent Bank Pilot Program for City Boards and Commissions: Correspondence from Kimberly Baxter, Human Rights Advocacy Chief for the Iowa Department of Health and Human Services, regarding the suspension of the Iowa Talent Bank Pilot Program for City Boards and Commissions. Upon motion the documents were received and filed.

14. Signed Contract(s): J&R Supply, Inc. for the Ring & Lids - Metal Supply Project; Origin Design Co. for the Kerper Boulevard Lift Station Replacement; UPS Technologies for Odor Abatement Analysis. Upon motion the documents were received and filed.

15. 3000 Jackson Dubuque Brewing and Malting Project Update: Upon motion the documents were received and filed.

### **ITEMS SET FOR PUBLIC HEARING**

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

1. Dubuque Racing Association Lease: Dubuque Racing Association Phase 2 Financing, Amended Leasehold Mortgage: Upon motion the documents were received and filed and Resolution No. 73-24 Intent to dispose of an interest in real property through an amendment to the existing lease agreement with the Dubuque Racing Association, LTD. and approving an amendment to the leasehold mortgage between the Dubuque Racing Association, LTD and MidWestOne Bank was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on April 9, 2024 in the Historic Federal Building.

2. 2024 Maintenance Dredging Project No. 1: Initiate Public Improvement Bidding Process: Upon motion the documents were received and filed and Resolution No. 74-24 2024 Maintenance Dredging Project No. 1: Preliminary approval of plans, specifications, form of contract, and estimated cost; setting date of public hearing on plans, specifications, form of contract, and estimated cost; and ordering the advertisement for bids was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on April 15, 2024 in the Historic Federal Building.

### **BOARDS/COMMISSIONS**

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

1. Civil Service Commission: Mayor Cavanagh selected applicant Carla Heathcote, 2529 Stafford St., for appointment to the 4-Year term through April 6, 2028 (Expiring term of Heathcote). Vote on appointment will occur at the May 6, 2024, City Council Meeting. This commission is subject to the State of Iowa Gender Balance Law, §69.16A. 3 Commissioners total; currently 2 males /0 females.

### **PUBLIC HEARINGS**

1. Hold Public Hearing and approve the Revised Administrative Plan for the Housing

Choice Voucher Program: Motion by Jones to receive and file the documents and adopt Resolution No. 75-24 Approving the revision of the Public Housing Authority (PHA) Administrative Plan for the Housing Choice Voucher Program. Seconded by Sprank. Motion carried 7-0.

2. Submission of Annual Public Housing Agency (PHA) Plan – Federal Fiscal Year 2024 (PHA Fiscal Year 2025) Annual Plan: Motion by Roussell to receive and file the documents and adopt Resolution No. 76-24 Authorizing the Mayor to execute the Certification by State or Local Office of Public Housing Agency (PHA) Plan's consistency with the Consolidated Plan and approval of the PHA 2024 Annual Plan. Seconded by Wethal. Motion carried 7-0.

3. Resolution Approving a Development Agreement by and between City of Dubuque and CBDC, LLC: Motion by Jones to receive and file the documents and adopt Resolution No. 77-24 Approving a Development Agreement by and between the City of Dubuque, Iowa and CBDC, LLC, including the issuance of Urban Tax Increment Revenue Obligations. Seconded by Farber. City Council Members expressed enthusiasm for the agreement. Motion carried 7-0.

### **ACTION ITEMS**

1. Canadian Pacific Kansas City Limited Railroad Request to Close 15th Street Railroad Crossing: Motion by Jones to receive and file the documents and schedule a discussion by the City Council on closing the 15th Street railroad crossing for the June 3, 2024, City Council Meeting. Seconded by Sprank. City Manager Van Milligen confirmed that the request before the City Council was verifying if they would like city staff to conduct research on the potential closure, with information shared at the June 3<sup>rd</sup> meeting. City Council Members expressed support for additional information. Motion carried 7-0.

### **COUNCIL MEMBER REPORTS**

Council Member Farber reported on attending a NAMI Dubuque event.

Council Member Resnick reported on the Jule Bus advertisements by McCullough Creative.

Council Member Wethal reported on attending a Travel Dubuque Outreach Committee meeting.

### **CLOSED SESSION**

Motion by Jones to convene in closed session at 7:12 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate – Chapter 21.5(1)(c),(j) Code of Iowa. Seconded by Farber. 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 7:47 p.m. stating that staff had been given proper direction.

### **ADJOURNMENT**

There being no further business, Mayor Cavanagh declared the meeting adjourned at 7:47 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 April 2, 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.

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting public hearings on certain Fiscal Year 2025 Department Budgets.

**PUBLIC HEARINGS**

Fiscal Year 2025 City department budgets were presented by staff from the following departments:

Leisure Services Director Marie Ware made introductory remarks on behalf of the Leisure Services Department.

1. Parks Fiscal Year 2025 Budget Presentation: Steve Fehsal, Park Division Manager.

Jim Meader, 2283 White St., provided input on the city's Pet Park and suggested an additional pet park.

2. Recreation Fiscal Year 2025 Budget Presentation: Dan Kroger, Recreation Division Manager.

3. Office of Community Impact Fiscal Year 2025 Budget Presentation: Heather Satterly, Community Impact Director.

4. Multicultural Family Center (MFC) Fiscal Year 2025 Budget Presentation: Antonio Mouzon, Multicultural Family Center Director.

MFC Board Member Marlene Woller, 13322 Sherrill Rd., provided input on Mr. Mouzon's leadership at the MFC.

Staff responded to questions from the City Council following their respective presentations.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 10:07 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 April 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.

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting public hearings on certain Fiscal Year 2025 Department Budgets.

**PUBLIC HEARINGS**

Fiscal Year 2025 City department budgets were presented by staff from the following departments:

1. Emergency Management Fiscal Year 2025 Budget Presentation: Tom Berger, Emergency Management Director.
2. Emergency Communications Fiscal Year 2025 Budget Presentation: Jessica George-Rethwisch, Emergency Communications Director.
3. Police Fiscal Year 2025 Budget Presentation: Jeremy Jensen, Police Chief and Joe Messerich, Assistant Police Chief.
4. Fire Fiscal Year 2025 Budget Presentation: Amy Scheller, Fire Chief and Josh Knepper, Assistant Fire Chief.

Staff responded to questions from the City Council following their respective presentations.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:51 p.m.

/s/Adrienne N. Breitfelder, CMC  
City Clerk

## **DUBUQUE REGIONAL AIRPORT COMMISSION MEETING**

Tuesday, February 27, 2024

4:00 p.m.

Dubuque Regional Airport  
Terminal Conference Room

PRESENT: RJ Blocker (on phone), Doug Brotherton, Sue Clemenson, Mike Phillips

ABSENT: Mariann Kurtz Weber

STAFF: Todd Dalsing, Dan Klaas (on phone)

GUESTS: Eric Scott, Foth Infrastructure (on phone), University of Dubuque Students

### **PUBLIC INPUT**

None.

### **AIRPORT COMMISSION MINUTES**

Commissioner Brotherton moved to approve the minutes of the January 26, 2024, meeting, and Commissioner Clemenson seconded the motion. This motion passed unanimously.

### **OLD BUSINESS**

#### **01. REVIEW AIRPORT STATISTICS**

Jet A fuel sales were down slightly in January from previous years. Weather in January may have had an effect on the decrease in fuel sales.

### **NEW BUSINESS**

#### **ACTION ITEMS**

#### **02. RECONSTRUCT GENERAL AVIATION APRON PLANS & SPECS RESOLUTION**

Commissioner Brotherton made a motion to accept Resolution No. A300-1-2024 Preliminary Approval of Plans, Specifications, Form of Contract and Estimated Cost; Setting Date of Public Hearing on Plans, Specifications, Form of Contract and Estimated Cost; and Ordering the Advertisement for Bids for Reconstruct General Aviation (GA) Apron Project. Commissioner Clemenson seconded the motion. Commissioner Kurtz Weber approved this resolution by email. This motion passed unanimously.

This project reconstructs approximately half of the general aviation apron adjacent to the general aviation terminal. This portion serves as the primary parking and tie-down area for corporate aviation FBO operations and transient aircraft. This apron pavement is in very poor condition.

## **DISCUSSION**

### **03. AIRPORT PROJECTS UPDATE**

A construction phase plan of this summer's construction projects is being put together and will be sent to Airport tenants. A meeting will also be held with the tenants to review the plan.

Airport Director Dalsing will be meeting with Federal and State Legislators next month.

### **04. CORRESPONDENCE RECEIVED SINCE JANUARY 16, 2024, COMMISSION MEETING**

None.

### **NEXT COMMISSION MEETING**

The next scheduled Commission meeting tentative date is March 26, 2024, at 4:00 p.m.

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

The meeting was adjourned at 4:34 p.m.

Minutes respectfully submitted by Cheryl Sheldon.

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

**DATE:** Wednesday, January 17, 2024  
**TIME:** 5:30 p.m.  
**PLACE:** Virtual GoToMeeting and Housing and Community Development Department;  
350 West 6<sup>th</sup> Street, Conference Room 247; Dubuque, IA 52001

Chairperson Kelly Fox called the meeting to order at 5:34 p.m. following staff assurance of compliance with Iowa Open Meeting Law.

Commissioners Present: Dean Boles (virtual), Kelly Fox, Michelle Hinke (virtual), Jerry Hammel (virtual), Renee Kehoe (arrival 5:43 p.m.), Dominique Jeter (virtual), and Gabriel Mozena (virtual-arrival 6:01 p.m.)

Commissioners Absent: Sasha Williams and Julie Woodyard

Staff Present: Mary Bridget Corken-Deutsch, Tonya England, and Stacey Weeber

Public Present: Addison Aronson and Megan Carr

**Certification of Minutes – November 29, 2023**

Commissioner Jerry Hammel motioned to approve the Minutes for the November 29, 2023 Community Development Advisory Commission Meeting. Commissioner Michelle Hinke seconded. Motion carried 5-0.

**Correspondence/Public Input**

- a) Addison Aronson is the Fair Housing Coordinator for Iowa Legal Aid. Iowa Legal Aid is in the process of hiring testers to make sure area housing providers are following guidelines set by the federal Fair Housing Act. The testers are compensated with a \$150 stipend after being trained and going through a “practice run”; for future testing, they are paid \$20 per hour.

*Mary Bridget will email Addison’s contact information to the Community Development Advisory Commission’s Commissioners.*

**Old Business**

There was no discussion on old business.

**New Business**

- a) Public Hearing for FY25 Pre-Allocation Annual Action Plan

Chairperson Renee Kehoe motioned to open the public hearing for the FY25 Pre-Allocation Annual Action Plan. Seconded by Commissioner Hammel. Motion carried 6-0.

Mary Bridget Corken-Deutsch, Community Development Specialist, explained the Public Hearing is for the Pre-Allocation Annual Action Plan for Fiscal Year 2025 and how it is posted for review 30 days prior to the hearing. The actual allocation has yet to be received; \$108,142 is the total program income based on actual dollar amounts that should be repaid for rental loans, first time home buyer loans, and homeowner loans. Two new activities were added in November 2023—ARC: Penn Community Living Home and Emri Apartments.

*It was suggested that a loan portfolio (interest rates, payments, number of loans & etc.) be provided for review in the future. Plans are being made for Maddie Haverland, Lisa Johnson, and Stacey Weeber will be attending the meeting in March 2024.*

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

Chairperson Hinke motioned to close the public hearing for FY25 Pre-Allocation Annual Action Plan. Seconded by Commissioner Hammel. Motion carried 6-0.

Chairperson Hammel motioned to approve the FY25 Pre-Allocation Annual Action Plan. Seconded by Commissioner Kelly Fox. Motion carried 6-0.

b) FY24 Annual Action Plan Amendment #2 – Non-Substantial Amendment

Corken-Deutsch spoke about the Lincoln Outdoor Wellness Project, which is for the redevelopment of the playground at Lincoln Elementary School; the Community Development Advisory Commission has already approved \$515,525 in funding. The project was put out for bids, which were due on December 12, 2023; although the project is receiving funding from other sources, the budget for the project is short \$112,337. Corken-Deutsch recommended \$112,337 be reallocated from the Revolving Application Fund to the Lincoln Outdoor Wellness Project to complete the project.

Chairperson Kehoe motioned to approve the FY24 Annual Action Plan Amendment #2 – Non-Substantial Amendment. Seconded by Commissioner Kelly Fox. Motion carried 6-0.

**Reports**

a) Housing Commission

Commissioner Kehoe indicated there was no report.

b) Resilient Community Advisory Commission

Commissioner Dean Boles reported at the Resilient Community Advisory Commission's January 2024 meeting Gina Bell (Director of Sustainability) & Brad Cavanaugh (Mayor) spoke about the climate conference sponsored by the U.N.; the City of Dubuque plans to apply for grants.

c) Equity and Human Rights Commission

Corken-Deutsch explained the Minutes from the Equity and Human Right Commission's Meeting, which was held on November 12, 2023, were included in the packet.

**Information Sharing**

a) Basically CDBG - Chapter 1 discussion

Corken-Deutsch stated that Basically CDBG is a training module that explains different aspects of CDBG. The members discussed the definition of household versus family and summarized the video presentation. The number of grantees for CDBG funding has increased over the years; the CDBG funding amounts have decreased.

Information in the documents emailed by Commissioner Boles [2019 Analysis of Impediments, 2021-2025 CDBG Consolidated 5 Year Plan, City of Dubuque, IA Income Guidelines for Financial Assistance, Poverty Thresholds for 2022, and Comprehensive Housing Affordability Strategy ("CHAS")Data] were shared.

*A suggestion was made to add an adjustment for inflation to one of the standard presentation slides used during the budget hearing for funding allocations. It was announced CDBG will be working on the FY26 Consolidated Plan starting in FY25.*

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

b) Basically CDBG – Chapter 2

i) <https://www.hudexchange.info/trainings/basically-cdbg-online/planning/>

(1) Corken-Deutsch explained she will be emailing a clickable link to Chapter 2 along with the corresponding documents for the chapter.

ii) The next Community Development Advisory Commission Meeting will be held on February 21, 2024.

**Adjournment**

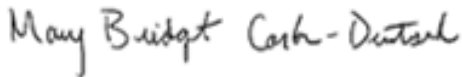
There being no further business to come before the Commission, Commissioner Kelly Fox moved to adjourn the meeting. Commissioner Dominique Jeter seconded. Motion passed by voice vote. Meeting adjourned at 6:32 p.m.

Minutes taken by:



Tonya England  
Assisted Housing Secretary

Respectfully Submitted:



Mary Bridget Corken-Deutsch  
Community Development Specialist

**MINUTES  
ZONING ADVISORY COMMISSION  
REGULAR SESSION**

6:00 p.m.

Wednesday, April 3, 2024

City Council Chambers, Historic Federal Building

**Commissioners Present:** Chairperson Matt Mulligan; Commission Members Carrie Lohrmann, Rich Russell, and Teri Zuccaro

**Commissioners Excused:** Martha Christ and Pat Norton

**Commissioners Unexcused:** None.

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

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

**MINUTES:** Motion by Lohrmann, seconded by Russell, to approve the minutes of the March 6, 2024 meeting as submitted. Motion carried by the following vote: Aye – Lohrmann, Russell, and Mulligan; Nay – none; Abstain – Zuccaro.

Motion by Zuccaro, seconded by Russell, to approve the minutes of the March 13, 2024 meeting with the revision that Zuccaro be shown as present and Christ be shown as absent. Motion carried by the following vote: Aye – Lohrmann, Russell, Zuccaro, and Mulligan; Nay – none.

**ACTION ITEM/SIMPLE SUBDIVISION:** Application of Kallie and Nick Welter to approve the Simple Subdivision of Lost Canyon Rd/Splendid Valley Estates.

Kallie Welter, 16836 Hannan Road, Holy Cross, spoke on behalf of the application. She stated that they are seeking to plat the subject property, parceling off Lot 1.

Staff Member Schrobilgen detailed the staff report, noting the submitted Plat of Survey of Splendid Valley Estates would create two lots from the existing three lots. The house and garage would be on Lot 1. He noted that there would be an access easement for Lot 1 to the county roadway, Lost Canyon Road. He stated that Lot 1 does not have frontage along a private or public street and therefore, the plat requires a waiver of the street frontage requirement. He noted the property is in the County but is within the City's two-mile Extraterritorial Jurisdiction and therefore requires City review and approval.

The Commissioners had no questions or concerns.

Motion by Lohrmann, seconded by Zuccaro, to approve the Simple Subdivision Lost Canyon Rd/Splendid Valley Estates as submitted, subject to waiving the street frontage requirement for Lot 1. Motion carried by the following vote: Aye – Lohrmann, Russell, Zuccaro, and Mulligan; Nay – none.

**ACTION ITEMS/WAIVER:** Application of Jordan Rettenmaier to waive specific requirements of Chapter 13 for property located at 1100 Lincoln Avenue.

No one was present to speak on behalf of this application, so the Commission moved to table the item to a future meeting.

Motion by Zuccaro, seconded by Russell to table the request to a future meeting. Motion carried by the following vote: Aye – Lohrmann, Russell, Zuccaro, and Mulligan; Nay – none.

**PUBLIC HEARING/REZONING:** Application of Jordan Rettenmaier to rezone property located at 1100 Lincoln Avenue from R-2A Alternate Two-Family Residential and C-1 Neighborhood Shopping Center to R-3 Moderate Density Multi-Family Residential.

No one was present to speak on behalf of this application, so the Commission moved to table the item to a future meeting.

Motion by Russell, seconded by Zuccaro, to table the request to a future meeting. Motion carried by the following vote: Aye – Lohrmann, Russell, Zuccaro, and Mulligan; Nay – none.

**PUBLIC HEARING/REZONING:** Application of The Pregnancy Center dba The Clarity Clinic to rezone property located at 2529 Marywood Drive from R-1 Single-Family Residential to R-2 Two-Family Residential.

Dakota Schilling, 12346 Swiss Valley Road, spoke on behalf of the application, stating that they're looking to rezone the property in order to create two residential rental units on the property.

Chairperson Mulligan asked if Schilling owned the property, and he stated not yet and that that the sale was contingent on approval of the rezoning request.

There was no public input.

Staff Member Schrobilgen detailed the staff report. He noted the property was annexed around 1960 to 1963, that the dwelling was built in 1963 and the church in 1973, and that the property was zoned as R-2 in 1975 and was downzoned to R-1 by 1985. He noted that the existing site contains two structures which share utilities, which make it difficult to reuse the existing structures as anything other than another church or single-family residence. He explained how rezoning to R-2 would allow both buildings to be utilized as residences on a single lot, and that without the rezoning the owner would have to

subdivide and separate utilities in order to create two residential units. He noted that without rezoning it could continue to be used as a church and rectory. He stated that the property would have a parking credit given its former use as a church. He noted that one letter of opposition was submitted, but it appeared the author of that lead may have misunderstood the request as it mentions they are opposed to the use of a property as a medical clinic. He clarified that the proposal is not to establish a clinic, and that a clinic is not a permitted use in the R-2 Zoning district.

Commissioner Lohrmann sought to clarify whether a clinic would be allowed in an R-2 zone. Staff Member Schrobilgen stated that a clinic would not be a permitted use in the R-2 zoning district. Chairperson Mulligan clarified that according to the application, The Clarity Clinic is the current owner and is seeking to sell the property. Staff concurred stating that the concerns outlined in the letter of opposition likely stemmed from the property being owned by The Clarity Clinic currently.

There were no other questions or concerns.

Motion by Zuccaro, seconded by Russell, to approve the rezoning as submitted. Motion carried by the following vote: Aye – Lohrmann, Russell, Zuccaro, and Mulligan; Nay – none.

**PUBLIC HEARING/TEXT AMENDMENT:** Application of City of Dubuque text amendment to amend the Unified Development Code to remove the off-street parking requirements for properties located within the Jackson Park and Cathedral Historic Districts.

Staff Member Moon discussed the application. She noted that the City of Dubuque is proposing this text amendment to remove off-street parking requirements in these historic districts in order to preserve historic neighborhoods, structures, and sites. She explained that occasionally a property owner's desire to develop is affected by parking requirements, and the proposed text amendment alleviates that potential barrier to redevelopment or adaptive reuse of a property.

Staff Member Moon explained the meaning of off-street parking requirements and that many properties within the Jackson Park and Cathedral Historic Districts are legally non-conforming with respect to parking. She explained that if a property sought to make improvements to their property which would increase their required parking, than this amendment would provide relief from that additional off-street parking requirements. She displayed multiple maps which showed the zoning districts in the downtown area that are already exempt from providing off-street, zoning districts within the subject historic districts, public and private parking areas in the historic districts, and transit routes and stops in the districts. She also explained that over the last 20 years, the Zoning Board of Adjustment has reviewed a total of 18 parking variance requests for properties located in the Jackson Park and Cathedral Historic Districts.

Staff Member Moon noted that staff has received thirteen phone calls inquiring about this amendment, and explained that one caller, Daniel Teply, 1573 Main Street expressed opposition to the text amendment siting concerns with increased density and parking demand in the Jackson Park Historic District. She concluded by noting that generally these districts are walkable and have numerous on-street parking spaces. She explained that this change is in keeping with the goals of the comprehensive plan and City Council goals and priorities.

There was no public input.

Chairperson Mulligan expressed that this would be a good change and noted how the removal of the off-street parking requirements in the Millwork District have allowed his company to redevelop properties there.

Motion by Lohrmann, seconded by Zuccaro, to approve the text amendment as submitted. Motion carried by the following vote: Aye – Lohrmann, Russell, Zuccaro, and Mulligan; Nay – none.

**ITEMS FROM PUBLIC:** None.

**ITEMS FROM COMMISSION:** None.

**ITEMS FROM STAFF:** None.

**ADJOURNMENT:** Motion by Lohrmann, seconded by Zuccaro to adjourn the April 3, 2024 Commission meeting. Motion carried by the following vote: Aye – Lohrmann, Russell, Zuccaro, and Mulligan; Nay – none.

The meeting adjourned at 6:36 p.m.

Respectfully submitted,

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Shena Moon, Associate Planner

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Adopted

**EQUITY AND HUMAN RIGHTS COMMISSION MEETING MINUTES**  
**March 12, 2024**

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**DATE:** Tuesday, March 12, 2024

**TIME:** 4:30 PM

**LOCATION:** Ruby Sutton Building, 1157 Central Avenue, Dubuque, IA 52001

Commissioner Andersen called the meeting of the Equity & Human Rights Commission to order at 4:34 p.m.

**Commissioners Present:** Carla Anderson, Jake Kurczek, Matthew Zanger, Michaela Freiburger, David Heiar

**Commissioners Absent:** Enoch Sanchez, Maitha Jolet, Teresa Sampson-Brown

**Staff Present:** Ann Marie Jannette

**Approval of February 13, 2024, Meeting Minutes**

Corrections discussed. Andersen motioned, second by Kurczek, to approve the meeting minutes of February 13, 2024, as corrected.

**Reflections & Updates:**

Heiar provided an update on the status of the changes or amendments that are being discussed in the legislature. The Better Together Committee met with local MIT students who are assisting to put a roadmap together to assist with international students and connecting them to workforce. Immigration Forum on March 21<sup>st</sup> from 2-4pm with the DCSD. He provided an update on the Diversity Summit that many attended in February. Would like to be partnering with the Chamber on future Diversity Summits. Participated in a virtual art presentation. Would like the display or presentation to be in the Dubuque area. A handout was provided with book recommendations.

Freiburger provided an update and background on the Diversity Summit history. Businesses are working on DEI and human rights. Arts & culture and transportation are areas that she would like to see more advancement in. Attended the Cracker Barrel with the State legislature. Importance of sending letters to committees. A letter went out to senators and legislators.

Zanger suggested adding additional groups to the mental health category of the list provided in person.

**Goals Implementation Progress:**

Heiar discussed that we should be partnering with agencies that align with goals. Freiburger discussed that we set up committees to strategize how the commission to implement the goals. Kurczek added that he would like to see some goals assigned to individuals that are present at the meeting.

## **Reports**

### **Caseload Report**

1 complaint. 9 active investigations. 1 in mediation. 5 full hearing cases closed. FY24 total cases closed 60. FY24 total cases 62.

### **Director's Report**

Aitken-Schadle was unable to attend the meeting. Jannette attended the Diversity Summit along with several City staff. Intercultural Competency training to staff for all new employees. Virtual Wednesday meetings are attended by about 50 people. Diversity in Dubuque calendar for March is available online. Participated in the MFC career week for middle school and high school students. Looking for volunteer trained mediators for a neighborhood dispute. Human Rights Department has officially opened the new grant, two \$5000 grants will be disbursed to a non-profit organization. The organization needs to have Dubuque as the primary service location.

### **Chairperson's Report**

Andersen attended the Diversity Summit. Provided an update on a case she has been following involving a 12-year-old child and charges filed against them. Charges have been dropped. Sustainability in housing that is being built in Washington neighborhood. Volunteers will be needed. Recent death of a 21-year-old worker. OSHA training and funding for construction sites – ensuring workers are being provided proper training.

### **Old Business:**

Conversation about the concept of belonging. Andersen brought up that she spoke with other commissions about belonging. She wants to ensure that everyone has a sense of belonging. Suggestion of training to the commission. Freiburger and Kurczek discussed education opportunities.

### **Public Input**

2023 Grant recipient, Alanda Gregory, to report on the 2023 Black Expo. 25 Black owned businesses attended. City departments also attended. The cost of the event was \$13,000. Funding for scholarships and to start a podcast was utilized.

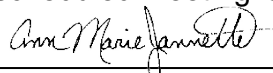
### **New Business:**

- Creation of a team to monitor legislative actions on the state and federal level. Motion by Kurczek to create a 3-member team, second by Freiburger. All approved.
- Iowa bill overhauling social studies education discussion (see TH article). Heiar discussed that the new committee should review and put together a letter of recommendation.
- Recent legislation removing gender parody discussion.
- Iowa bill would ban citizen police review boards (<https://www.thegazette.com/state-government/iowa-bill-would-ban-citizen-police-review-boards/>)
- John Lewis Youth Leadership Award nominations
- Event: April 4<sup>th</sup> at The Spot from 5-7pm, Black Generations Unveiled discussion/stories

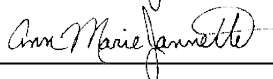
### **Adjournment:**

Andersen motioned and Kurczek seconded to adjourn. All in favor. The meeting ended at 5:35 p.m. The next regularly scheduled meeting is Tuesday, April 9, 2024.

Minutes approved as submitted:



Minutes approved as corrected:



## **CITY OF DUBUQUE - COMMISSION MEETING MINUTES**

**GOVERNMENTAL BODY:** Resilient Community Advisory Commission (RCAC)

**DATE:** January 11, 2024

**TIME:** 5:00 pm

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

**MEMBERS PRESENT:** Katharine Connolly, Steven Drahozal, , Dean Boles, Sandra Evans, Josh Chamberland, Jake Kohlhaas, Robin Kennicker

**MEMBERS ABSENT:** Adam Hoffman, Lalith Jayawickrama

**STAFF PRESENT:** Gina Bell

Chair Kohlhaas called the meeting to order at 5:05 pm.

### **TEST AGENDA**

**MINUTES APPROVAL:** Kennicker motioned to approve the December minutes. Evans seconded. Motion carried.

**PUBLIC COMMENT:** Paul Schultz, 1030 Carmel Drive, Dubuque, IA 52001 shared two issues.

1. Solid Waste Agency is conducting public outreach related to their 5 year strategic plan but they have already set the budget. Online comments will be available as well as a series of in person meetings. Plan should align with CAP and Imagine Dubuque and they should develop a 10 year plan that integrates collection and processing. He proposes a joint solid waste division in Public Works and an advisory commission.
2. Update to the compost situation at DMASWA – still operating without a permit but DNA is okay with it. There are no tonnage caps for food scraps so theoretically they could take more and meat and dairy should be considered.

### **NEW BUSINESS**

#### **1. COP28 Takeaways from the Mayor and Gina Bell**

Bell gave background on the conference and location and shared photos. Mayor Cavanagh shared background about invitation from Bloomberg and the Local Climate Action Summit.

Takeaways:

1. Global/High Level
  - Wording in the final agreement IS historic and not enough! May be the most significant COP ever!
  - Global Stock Take (GST)
  - Inclusion of the language “transition away from fossil fuels” – first time oil and gas have been included in a COP agreement!
  - Loss and Damage fund establishment!!
  - Call to triple renewables deployment
  - Actions on methane emissions
  - Grounding in truth – is it truly aligned with keeping climate change to the 1.5 degrees mandated by Paris? Transition fuels is a reference to natural gas, less harmful than coal but still carbon intense, fossil fuel.
2. Individual Observations

- Major focus on people-centered climate action and the role that gender plays worldwide
  - Push for nature – based climate action
  - Youth were a major focus as well
  - There are some great national initiatives that we should get involved with
  - We need BIG, BOLD Action moving forward
3. What Dubuque has done in terms of climate action has a global impact! All local action is important and significant.
  4. Funding and financing will be more readily available to small cities in the near future.
  5. We must take care of our people, so our people can take care of our democracy, so the government can care for the planet. – Mayor of Bogota

## OLD BUSINESS

1. **Policy Work** – Review ordinances and policies as they relate to Climate Action Plan and determine subcommittees and where to focus plane height, urban agriculture, and tree canopy. (Reports from Commissioners regarding Climate Action Plan (CAP) activities)
  - a. **Urban Agriculture Guide** - Reviewed updated guide after staff input. Primary change is that traditional livestock was taken out. Additional revisions will move some restrictions to best practices, some spelling errors will be addressed. Request is that City staff will put on website and use as guide. Kennicker motions to accept and move forward (to city staff) the document after the above changes have been made. Chamberland seconded. Motion carried.
  - b. **Paired Recycling** – RCAC can reach out to discuss with management companies what they are doing, but currently it is not a requirement as a part of their contract with the city. Bell shared that GRC management company is being proactive in their approach and RCAC is interested in finding out what they are doing and why they are doing it. After gathering this information, RCAC will determine how to approach other entities. (Should they advise Council for contract revisions? Mayor suggested they do the research before advising Council and ensure they know what each entity is doing, what their plans are and is a contract revision necessary.) Discussion veered to reviewing contracts or creating a system to review contracts for sustainability efforts.

## HOW DID I SHOW UP? COMMISSIONER REPORTS:

Chamberland requested an update on roundabouts on University Avenue from city staff as it relates to bike and pedestrian improvements.

**NEXT MEETING:** The next commission meeting will occur on March 7, 2024, at 5pm at the Jule Operations and Training Center (JOTC) in the Circle Conference Room, 949 Kerper Blvd.

**ADJOURNMENT:** The Commission adjourned at 6:40pm.

Minutes approved by:   
Jacob Kohlhaas, Commission Chair

Prepared by:   
Gina Bell, Director of Sustainability

City of Dubuque  
City Council Meeting

Consent Items # 02.

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**ITEM TITLE:** Notice of Claims and Suits  
**SUMMARY:** Cummer Masonry Inc. for vehicle damage; Progressive Northern Insurance Company A/S/O John Klauer for vehicle damage; Cassidy Loffa for vehicle damage.  
**SUGGESTED DISPOSITION:** Suggested Disposition: Receive and File; Refer to City Attorney

**ATTACHMENTS:**

Description	Type
Claim by Cummer Masonry Inc.	Supporting Documentation
Progressive Northern Insurance Company A/S/O John Klauer	Supporting Documentation
Claim by Cassidy Loffa	Supporting Documentation

## CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

mvm  
Legal  
Anielle 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. 13<sup>th</sup> St., Dubuque, IA 52001. It will then be referred by the City Council to the appropriate department for investigation. Once that investigation is completed, a report and recommendation will be submitted to the City Council. You will be provided with a copy of that report and recommendation.

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

1. Name of Claimant: Cummer Masonry Inc.

2. Address: 11921 Sherrill RD.

City: Dubuque State: Iowa Zip: 52002

3. Telephone Number: 563-552-2733

4. Date of Incident: April 4, 2024

5. Time of Incident: 8:51 am

6. Location of Incident (Be specific): White St. & East 10<sup>th</sup> St.

Dubuque, Iowa

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.)

Paul was in the right lane going down white st and turned left to 10<sup>th</sup> st hitting our vehicle because not being in proper lane

8. What were weather conditions like? Normal

9. Give name and address of any witnesses: Clay Ketchum (563-241-6643)

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

Yes Chris Skorupski

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, our 2012 GMC Sierra HD 2500

Right front damage to truck

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?

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

Paul hit our truck

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 5<sup>th</sup> day of April, 2024.

Alecia Kramer

(Signature)

Alecia Kramer

(Print Name)

mvm  
Legal  
Jeremy Jensen

## CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

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

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

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

1. **Name of Claimant:** Progressive Northern Insurance Company A/S/O KLAUER, JOHN
2. **Address:** PO Box 94639  
**City:** Cleveland **State:** OH **Zip:** 44101
3. **Telephone Number:** 877-818-0139
4. **Date of Incident:** 01/20/2024
5. **Time of Incident:** 8:00 AM CT
6. **Location of Incident (Be specific):** W 10th St and Locust Dubuque, IA

**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.)**

Our insured was traveling at W 10th St and Locust Dubuque, IA when a city police vehicle operated by Brant, Dustin failed to maintain proper lookout and yield the right of way, ran the red light at the intersection and struck our insured's vehicle. We are seeking reimbursement for our insured's vehicle damages.

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

Police Agency: DUBUQUE PD Police Report #: 2024-000518

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.)

2013 CHEVROLET EQUINOX - FRONT - TOTAL LOSS

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.)

Progressive Northern Insurance Company PO Box 94639 Cleveland, OH 44101

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

\$12,111.21

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

A city police vehicle operated by Brant, Dustin failed to maintain proper lookout and yield the right of way, ran the red light at the intersection and struck our insured's vehicle.

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?

Dated at Dubuque, Iowa this 4 day of April, 2024.

K38m

(Signature)

Kelli Znidarsic

Progressive Northern Insurance Company  
SUBROGATION SPECIALIST

(Print Name)

City Clerk's Office  
Dubuque, IA

24 APR - 8 AM 11:46

RECEIVED

## CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

mvm  
Legal  
RyanKnuckey

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

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

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

1. Name of Claimant: Cassidy Loffa

2. Address: 1136 1/2 Prairie Street

City: Dubuque State: Iowa Zip: 52001

3. Telephone Number: (563) 513-7671

4. Date of Incident: 01/29/2024

5. Time of Incident: 8:00 am

6. Location of Incident (Be specific): 8<sup>th</sup> + Iowa Street Ramp, Parking  
Stall # 235

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 metal pipes above stall # 235 are not sealed properly and

dripping water mixed w/salt and sediment from the cars above onto my  
vehicle, causing paint damage

8. What were weather conditions like? Fog + icy conditions

9. Give name and address of any witnesses: N/A

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.)

Paint on the hood of my car, rubber seal to the hood of my car, and right front headlight have salt/sediment damage that cannot buff out

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?

\$1,500 for repairs + labor costs

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

The leaking pipe and conditions of the ramp caused this damage.

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

No

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

N/A

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

Cassidy Lofra

(Signature)

Cassidy Lofra

(Print Name)

City of Dubuque  
City Council Meeting

Consent Items # 03.

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**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: Cummer Masonry for vehicle damage.  
**SUGGESTED DISPOSITION:** Suggested Disposition: Receive and File; Concur

**ATTACHMENTS:**

Description	Type
ICAP Referral	Supporting Documentation

# MEMORANDUM

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

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

**DATE:** 4/8/2024

**RE:** Claim Against the City of Dubuque by Cummer Masonry

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Cummer Masonry	4/5/2024	4/4/2024	Vehicle Damage

This is a claim in which claimant alleges Claimant's vehicle was struck by a City of Dubuque Public Works vehicle.

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

cc: Michael C. Van Milligen, City Manager  
Arielle Swift, Public Works Director  
Cummer Masonry

City of Dubuque  
City Council Meeting

Consent Items # 04.

**ITEM TITLE:** Approval of City Expenditures

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

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

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

**ATTACHMENTS:**

Description	Type
Council Memo	City Manager Memo
Resolution	Resolutions
Expenditure Report	Supporting Documentation
Expenditure Report - Exceptions	Supporting Documentation



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

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

**SUBJECT:** Expenses Submitted for City Council Approval

**DATE:** April 8, 2024

Finance is submitting the following expenses to City Council for approval at the April 15, 2024 meeting. Payments on these expenses will be made April 17, 2024.

In addition, Finance is submitting expenses paid since April 3, 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 04-17-24

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
1800TShirts	\$ 44.00	Transit Employee Uniforms
1800TShirts	4,230.00	Transit Employee Uniforms
1800TShirts	40.00	Transit Employee Uniforms
1800TShirts	25.00	Transit Employee Uniforms
1800TShirts	153.50	Transit Employee Uniforms
4Under LLC	389.56	Golf tees for Pro-Shop
4Under LLC	605.80	Golf grips
ABELN ABSTRACT	650.00	42" forcemain project property info
ACCURATE ANALYTICAL TESTING	104.00	2212 Francis EBL Dust Wipes Clearance
ACCURATE ANALYTICAL TESTING	65.00	422.5 W Locust LHH21 Dust Wipes 4/01
ADDOCO INC	440.00	MULCH FOR BEE BRANCH
ADDOCO INC	1,120.00	MULCH FOR GRANDVIEW
ADDOCO INC	880.00	MULCH FOR BEE BRANCH
ADVANCE DESIGNS	459.96	STAFF UNIFORMS
ADVANCE DESIGNS	602.98	STAFF UNIFORMS
ADVANCE DESIGNS	323.28	STAFF UNIFORMS
ADVANCE DESIGNS	2,156.10	STAFF UNIFORMS
ADVANCE DESIGNS	510.00	STAFF UNIFORMS
AIRGAS USA LLC	2.48	Liquid Oxygen - FY24
AIRGAS USA LLC	14.48	Medical Oxygen for Ambulances
AIRGAS USA LLC	2.48	Large Argon Tank Rental 3/1/24 - 3/31/2024
AIRGAS USA LLC	4.96	Small Acetylene and Oxygen Tank Rentals
AIRGAS USA LLC	3,372.88	Liquid Oxygen - FY24
AIRGAS USA LLC	30.54	Medical Oxygen for Ambulances
AIRGAS USA LLC	3,380.48	Liquid Oxygen - FY24
AIRGAS USA LLC	2,599.90	Airgas-Bulk Tank & Vaporizer Rental-FY24
AIRGAS USA LLC	3,365.98	Liquid Oxygen - FY24
AIRGAS USA LLC	3,308.66	Liquid Oxygen - FY24
AIRGAS USA LLC	3,086.98	Liquid Oxygen - FY24
AIRGAS USA LLC	3,512.39	Liquid Oxygen - FY24
AIRGAS USA LLC	3,349.41	Liquid Oxygen - FY24
AIRGAS USA LLC	2,971.65	Liquid Oxygen - FY24
AIRGAS USA LLC	30.17	Nitrogen for Sampling Well Depth
ALL STAR ENVIRONMENTAL LLC	677.00	980 Thomas Place Clean up
ALLIANT ENERGY	70.79	Energy Costs for Various Locations
ALLIANT ENERGY	50.04	Energy Costs for Various Locations
ALLIANT ENERGY	2,636.86	ELECTRIC BILLS THRU JUNE 2024
ALLIANT ENERGY	170.66	Energy Costs for Various Locations
ALLIANT ENERGY	24.68	Energy Costs for Various Locations
ALLIANT ENERGY	1,461.32	Energy Costs for Various Locations
ALLIANT ENERGY	28.24	Energy Costs for Various Locations
ALLIANT ENERGY	349.91	2601 Jackson - Electricity bill
ALLIANT ENERGY	36.33	2820 Brunswick-City Owned Property (Alliant Energy)
ALLIANT ENERGY	3,952.93	Energy Costs for Various Locations
ALLIANT ENERGY	29.98	Energy Costs for Various Locations
ALLIANT ENERGY	22.63	Energy Costs for Various Locations
ALLIANT ENERGY	24.07	Energy Costs for Various Locations
ALLIANT ENERGY	29.17	Energy Costs for Various Locations
ALLIANT ENERGY	73.36	Energy Costs for Various Locations
ALLIANT ENERGY	1,050.06	UTILITY EXPENSE - ELECTRICITY
ALLIANT ENERGY	2,905.81	Energy Costs for Various Locations
ALLIANT ENERGY	33.23	Energy Costs for Various Locations
ALLIANT ENERGY	59.81	Energy Costs for Various Locations

<b>VENDOR NAME</b>	<b>NET AMOUNT</b>	<b>INVOICE DESCRIPTION</b>
ALLIANT ENERGY	307.41	Energy Costs for Various Locations
ALLIANT ENERGY	50,169.97	FY24 Blanket PO - Electricity
ALLIANT ENERGY	51.74	ELECTRIC BILLS THRU JUNE 2024
ALLIANT ENERGY	22.65	Energy Costs for Various Locations
ALLIANT ENERGY	458.11	Energy Costs for Various Locations
ALLIANT ENERGY	14,723.00	WRRRC Lift Stations - Electricity Expense FY24
ALLIANT ENERGY	13,399.26	Energy Costs for Various Locations
Allison Bailey	59.00	Per Diem for IAWCP
ALTORFER INC	117.60	150-8261 Nozzle 146-7472 Element
AMERICAN WATER WORKS ASSOC	275.00	AWWA MEMBERSHIP DUES - MEMBER#03669276-WATER DIR.
ANDREW WALDO	2,253.20	Catfish Creek Watershed Coordinator Contract
ANDREW WALDO	675.00	Catfish Creek Watershed Coordinator Contract
Anthony C Bradley	960.00	Radon Testing HH/21LHH March 2024
ANTHONY J ELSKAMP	447.62	Travel reimbursement for IPRA Conference
Application Research Inc	2,484.00	Landlord background checks
Application Research Inc	2,676.00	Landlord background checks
Application Research Inc	348.00	Background Checks - March 2024
ARAMARK UNIFORM SERVICES	157.49	Monthly linen, towels, dry mop supplies
ARAMARK UNIFORM SERVICES	103.09	Monthly linen, towels, dry mop supplies
Armina Odobasic	4,339.49	Renew Dubuque- Armina Odobasic
AV FUEL	24,236.51	Aviation fuel for resale
AV FUEL	43,921.36	Aviation fuel for resale
BAKER & TAYLOR CO BOOKS	213.16	DVDs, Audio, Print, & BluRay materials for collect
BALL HORTICULTURAL COMPANY	1,532.68	SEED FOR GREENHOUSE
Banner Fire Equipment Inc	278.22	2 1/2-1 1/2" Reducer & Cap for Discharge for E505
Banner Fire Equipment Inc	54.38	Tags for Engine 505
BLACK HILLS/IOWA GAS UTILITY CO	39.69	FY24 Blanket PO-Gas Costs
BLACK HILLS/IOWA GAS UTILITY CO	38.22	GAS BILLS THRU JUNE 2024
BLACK HILLS/IOWA GAS UTILITY CO	759.43	FY24 INTERMODAL GAS UTILITIES
BLACK HILLS/IOWA GAS UTILITY CO	84.03	GAS BILLS THRU JUNE 2024
BLACK HILLS/IOWA GAS UTILITY CO	64.07	GAS BILLS THRU JUNE 2024
BLACK HILLS/IOWA GAS UTILITY CO	72.77	821 Garfield - Black Hills bill
BLACK HILLS/IOWA GAS UTILITY CO	82.33	514 Angella St - Black Hills Energy
BLACK HILLS/IOWA GAS UTILITY CO	101.02	GAS BILLS THRU JUNE 2024
BLACK HILLS/IOWA GAS UTILITY CO	145.36	GAS BILLS THRU JUNE 2024
BLACK HILLS/IOWA GAS UTILITY CO	1,260.43	FY24 JOTC GAS UTILITIES
BLACK HILLS/IOWA GAS UTILITY CO	45.60	FY24 Blanket PO-Gas Costs
BLACKSTONE ENVIRONMENTAL INC	4,332.00	NPDES COMPLIANCE PLAN - SALT TERMINAL
BluePath Finance FC IV LLC	1,361.38	UTILITY EXPENSE - ELECTRICITY
Bradley M Cavanagh	537.78	3/10-3/14/24 NLC & DC - Mayor Reimbursement
Bradley M Cavanagh	310.64	3/19/24 DBQ Nite in Des Moines - Mayor Reimburseme
BRIANNA S JUSTIN	59.00	Per Diem for IAWCP
BURNS & MCDONNELL ENGINEERING CO	3,500.00	Independent cost fee for GA Apron Construction
BUTT'S FLORIST & GREENHOUSE	55.00	FLOWER ARRANGEMENTS FOR MFC
BUTT'S FLORIST & GREENHOUSE	55.00	FLOWER ARRANGEMENTS FOR MFC
CANDACE EUDALEY-LOEBACH	7,442.50	USDA QUAIP Project Management
CATHOLIC CHARITIES OF THE	221.65	Pilot Program Reimbursement
CENGAGE LEARNING INC	31.19	Large print books for adult collection
CENGAGE LEARNING INC	93.58	Large print books for adult collection
CENGAGE LEARNING INC	30.39	Large print books for adult collection
CES COMPUTERS INC	24,173.38	FY24 Computer Replacements - 11
CHARLES A SINGLETON	180.00	Charles A. Singleton-basketball ref from April 3-6
CHARLES W ISENHART	120.00	Chuck Isenhardt-basketball referee from April 3-6
CHAVENELLE STUDIO METALWORKS	99.00	Award - Dane Cox
CHEMSEARCH	265.00	Torrent Agreement - Parts Washer -Bld#90 - Feb. 24
CHEMSEARCH	327.35	Wypall's for the Maintenance Shop

<b>VENDOR NAME</b>	<b>NET AMOUNT</b>	<b>INVOICE DESCRIPTION</b>
CINTAS CORP	58.53	Cleaning Supplies / Mats - Intermodal facility
CINTAS CORP	662.92	Various Maintenance - FY24
CINTAS CORP	35.00	FY2024 Blanket Order - Uniforms
CINTAS CORP	173.72	FY2024 Blanket Order - Uniforms
CINTAS CORP	308.73	Various Maintenance - FY24
CINTAS CORP	56.37	Mop for BHGC
CINTAS CORP	229.29	Cintas Ramp Rugs FY24
CINTAS CORP	190.51	FY2024 Blanket Order - Uniforms
CINTAS CORP	51.00	Various Maintenance - FY24
CINTAS CORP	16.84	Various Maintenance - FY24
CINTAS CORP	614.28	Rugs/Towels for the WRRC-FY24
CINTAS CORP	662.92	Various Maintenance - FY24
CINTAS CORP	35.00	FY2024 Blanket Order - Uniforms
CINTAS CORP	173.72	FY2024 Blanket Order - Uniforms
CINTAS CORP	308.73	Various Maintenance - FY24
CINTAS CORP	171.77	FY2024 Blanket Order - Uniforms
CINTAS CORP	662.92	Various Maintenance - FY24
CINTAS FIRST AID & SAFETY	236.09	Replenish Safety Supplies Garage
CINTAS FIRST AID & SAFETY	179.18	First Aid Supplies-WRRC - FY24
CINTAS FIRST AID & SAFETY	51.05	Replenish Safety Supplies Garage
CINTAS FIRST AID & SAFETY	380.17	FY2024 First Aid Supplies
CINTAS FIRST AID & SAFETY	152.36	FY2024 Blanket PO - First Aid Supplies
CLARKE UNIVERSITY	2,641.60	Franchise Fees
CLARKE UNIVERSITY	461.69	Franchise Fees
CLARKE UNIVERSITY	1,160.00	FY23 Special Projects Grant Award
Cody Walen	224.00	SPOT TRAINING WDM 10/3/23-10/05/23
COMMUNICATIONS ENGINEERING CO	8,264.46	Flora Park Hardened Switch
COMMUNITY INCORPORATED	199.00	Healthy Homes Program ad
Compology, Inc.	125.00	Base Software Module Subscription 03/01 - 03/31
CONNER M HERKELMAN	60.00	Connor Herkelman- basketball ref from April 3-6
CONSTELLATION NEW ENERGY GAS DIV	5,625.87	FY24 Blanket PO - Gas
CONSTELLATION NEW ENERGY GAS DIV	3,246.04	GAS BILL FOR 2241 LINCOLN
CORI L BURBACH	150.00	4/11/24 WLN Tickets - CB, MVM and Jessica George
Cottingham & Butler Insurance Services Inc	13,275.00	Re-evaluation for General Employee Group
CRAWFORD HEATING AND COOLING CO INC	951.37	ST5-Backflow Leaking. Replacement Needed
DAN ARENSDORF CONSTRUCTION	720.00	15 YARDS PULVERIZED TOP SOIL
DANIEL J MAYNE	44.25	ISOSWO Spring Conference travel reimbursement
DAVID M KING	150.00	David King- basketball referee from April 3-6
DAVID MCKENNA	240.00	David McKenna- basketball referee from April 3-6
Digitech Computer LLC	7,865.57	Ambulance Billing Cash Receipts
Dinges Partners Group	164.11	Replacement Parts for Fire Helmets
DITTMER RECYCLING INC	105.00	FY24 Blanket PO - Recycling and Trash
DITTMER RECYCLING INC	605.79	Landfill Fees - 20 yrd/2 yrd - FY24
DITTMER RECYCLING INC	10,585.75	Proper Disposal of Recycled Drop Boxes
DITTMER RECYCLING INC	50.00	FY24: City Hall/Legal/Fed Bldg - Shredding Service
DITTMER RECYCLING INC	100.00	FY24: City Hall/Legal/Fed Bldg - Shredding Service
DITTMER RECYCLING INC	50.00	FY24: City Hall/Legal/Fed Bldg - Shredding Service
DRIVE LINE OF DUBUQUE INC	1,108.90	Unit 4007 Hydraulic tank/clean Weld up deep rust
DUANE F ROLING	280.00	Duane Roling- basketball ref from April 3-6
DUBUQUE AREA CHAMBER OF COMMERCE	999.00	2024 DC Fly In Registration Expenses
DUBUQUE AREA LABOR MGMNT COUNCIL	8,750.00	FY24 Contracted POS-DALMC
DUBUQUE COMMUNITY SCHOOL DIST	562.70	FY 2024 Franchise Fees
DUBUQUE COMMUNITY SCHOOL DIST	3,597.17	FY 2024 Franchise Fees
DUBUQUE COMMUNITY SCHOOL DIST	40.67	FY 2024 Franchise Fees
DUBUQUE COMMUNITY SCHOOL DIST	93.34	FY 2024 Franchise Fees
DUBUQUE COMMUNITY SCHOOL DIST	1,957.61	FY 2024 Franchise Fees

<b>VENDOR NAME</b>	<b>NET AMOUNT</b>	<b>INVOICE DESCRIPTION</b>
DUBUQUE COMMUNITY SCHOOL DIST	2,209.80	SD Grant- Air Quality Indicator Project
DUBUQUE COUNTY AUDITOR	1,500.00	County Water Grants
DUBUQUE COUNTY FIRE ASSOCIATION	750.00	Emergency responder training facility
DUBUQUE COUNTY HISTORICAL SOCIETY	1,245.10	FY 2024 Franchise Fees
DUBUQUE COUNTY HISTORICAL SOCIETY	299.62	FY 2024 Franchise Fees
DUBUQUE COUNTY RECORDER	27.00	RECORDING FEE FOR 357 E 16TH ST
DUBUQUE COUNTY RECORDER	99.00	Dubuque County Recorder-CDBG (Blanket PO)
DUBUQUE COUNTY SHERIFF	20,436.75	Dubuque County Sheriff Feb 24
DUBUQUE DREAM CENTER	832.52	3/12-3/14/24 DC Fly In - Hotel - Robert Kimble
DUBUQUE HOSE & HYDRAULICS	53.72	Bin Fill Garage 04/04/2024 Misc parts M Theis
DUBUQUE HOSE & HYDRAULICS	221.40	Unit 3236 Parts Cut off Wheel
DUBUQUE HOSE & HYDRAULICS	11.38	Sign Shop parts
DUBUQUE HOSE & HYDRAULICS	248.62	LF Brake clean Rover flood light
DUBUQUE HOSE & HYDRAULICS	134.40	L63103 4 1/2"x3/32" Cut-off Wheel 7/8 AH
DUBUQUE HOSE & HYDRAULICS	60.96	Electrician supplies for veh 3230
DUBUQUE HOSE & HYDRAULICS	72.17	LF Bin fill Hex head plug 16FORFSX Cap
DUBUQUE HOSE & HYDRAULICS	82.47	Sign Shop parts
DUBUQUE HOSE & HYDRAULICS	72.68	HPD36BTL-6 1/8 Diagnostic Nipple 11/16-16 ORFS
DUBUQUE HOSE & HYDRAULICS	207.20	Parts for Dove Harbor Floodgate Maintenance
DUBUQUE HOSE & HYDRAULICS	49.42	Unit 2711 Cutter Valve 1/4 Brass FEM check valve
DUBUQUE HOSE & HYDRAULICS	697.34	Bin Fill Garage 4/4/2024 Fill Parts
DUBUQUE HOSE & HYDRAULICS	70.54	Unit 2711 Tap carbon plug Wheel brush
DUBUQUE HOSE & HYDRAULICS	6.30	T49-66-6249 Socket impact 1/2 Dr 17mm
DUBUQUE HOSE & HYDRAULICS	136.02	Bin Fill Garage 04/05/2024 Misc parts
DUBUQUE HOSE & HYDRAULICS	7.08	ZPX031 TEK HWH SD SS 10X1 Parts
DUBUQUE HOSE & HYDRAULICS	109.01	Bin Fill Garage 04/08/2024 Misc parts
DUBUQUE HOSE & HYDRAULICS	43.61	Unit 4007 Bi-Metal Hole Saw T49-56-0173
DUBUQUE HOSE & HYDRAULICS	0.21	S568-007 O-Ring 70 Duro Part
DUBUQUE HOSE & HYDRAULICS	35.67	Unit 1914 APT24100-10 1.5" Fire Sleeve
DUBUQUE HOSE & HYDRAULICS	138.33	LF Bin fill Grease fittings 4/9/2024
Dubuque Senior Housing IV LLC	422.00	3225 Pennsylvania #205 - Tatar, Kathleen
DUBUQUE SIGN COMPANY	65.30	DECALS FOR #4450, #4466 AND GROUNDS MASTER
DUBUQUE SIGN COMPANY	110.00	Replace Flags at Central, Central Side
EAGLE POINT ENERGY 5	36,084.06	Install solar photovoltaic system for terminal bld
EAGLE POINT ENERGY ONE LLC	2,588.59	Solar Production at the MSC
ENERGETICS	82.46	Capacitor for North Centrifuge Damper Actuator
EUROFINS ENV TESTING NORTH CENTRAL	212.60	NPDES - 03/20/24
EUROFINS ENV TESTING NORTH CENTRAL	75.64	Simmons - Oil & Grease testing
EUROFINS ENV TESTING NORTH CENTRAL	219.35	NPDES - 03/27/24
EUROFINS ENV TESTING NORTH CENTRAL	931.64	In-House Sampling - Excess Flow Tank
EXPRESS EMPLOYMENT PROFESSIONALS	591.30	C063 - Administrative Assistant payroll
EXPRESS EMPLOYMENT PROFESSIONALS	946.08	C063 - Administrative Assistant payroll
EXPRESS EMPLOYMENT PROFESSIONALS	918.92	Landfill Temp Workers - Garbage pickup 3/10/24
EXPRESS EMPLOYMENT PROFESSIONALS	1,103.76	C063 - Administrative Assistant payroll
EXPRESS EMPLOYMENT PROFESSIONALS	1,576.80	C063 - Administrative Assistant payroll
FAST LANE MOTOR PARTS LLC	248.43	JOTC shop supplies
FINLEY HOSPITAL	3,816.69	Franchise Fees
FINLEY HOSPITAL	250.72	Franchise Fees
FOTH INFRASTRUCTURE & ENVIRO LLC	13,624.18	FY24 ANNUAL ENGINEERING SERVICES LANDFILL
FOTH INFRASTRUCTURE & ENVIRO LLC	18,099.41	FY24 ANNUAL ENGINEERING SERVICES LANDFILL
FOUR MOUNDS FOUNDATION	41,587.15	Four Mounds Adventure Day Camp July through August
FOUR MOUNDS FOUNDATION	9,790.35	Four Mounds Adventure Day Camp June 2023
GALLS LLC	205.73	Tac Equipment
Gavin Sarvis	90.00	Gavin Sarvis- basketball ref from April 3-6
GEISLER BROTHERS COMPANY	2,236.00	WRRRC maintenance - 02/20/24
GEISLER BROTHERS COMPANY	316.00	Evaporator Coil Replacement - Bld #70

<b>VENDOR NAME</b>	<b>NET AMOUNT</b>	<b>INVOICE DESCRIPTION</b>
GEISLER BROTHERS COMPANY	1,596.00	Bld #10 Coil Install - labor charge
GILLIG LLC	76.66	06-64842-001 Brkt Shield Splash Frt Unit2680
GILLIG LLC	84.74	82-15332 Switch ASM Proximity
GILLIG LLC	279.84	82-60186-000 Element Filter
GINA S BELL	409.26	11/29-12/7/24 COP28 Dubai Gina Bell Reimbursement
GRAYMONT WESTERN LIME INC	4,800.56	FY2024 High Calcium Quicklime Blanket PO
GRAYMONT WESTERN LIME INC	4,771.12	FY2024 High Calcium Quicklime Blanket PO
GRAYMONT WESTERN LIME INC	4,732.48	FY2024 High Calcium Quicklime Blanket PO
GRAYMONT WESTERN LIME INC	4,782.16	FY2024 High Calcium Quicklime Blanket PO
HANLEY AUTO BODY INC	90.00	Unit 2614 Front end alignment
HAPPY JOE'S PIZZA & ICE CREAM PARLO	123.00	Graduation for CPA Class
HDR ENGINEERING INC	623.52	Professional Services 31DEC23-27JAN24
HDR ENGINEERING INC	91,693.53	CUSTOMER CONVENIENCE CENTER LANDFILL/HDR ENG
HDR ENGINEERING INC	13,912.46	PROFESSIONAL SERVICES
HENDRICKS FEED & SEED CO INC	878.00	Crabgrass Preventer 13-0-6 .125 Dimension 50#
HERBST UPHOLSTERY	300.00	Truck seat upholstered Repair Foam Stock
HERBST UPHOLSTERY	400.00	Foam custom made seat Font buster Velcro Unit2691
HOLY FAMILY CATHOLIC SCHOOLS	1,329.92	FY 2024 Franchise Fees
HYGIENIC LABORATORY	1,290.00	Disinfectant BY-Product Testing Fee
IMWCA	2,000.00	IMWCA Quarterly Fee amount for FY24 - Q4
INDEPENDENT PUBLIC ADVISORS LLC	4,750.00	Quarterly Retainer Services
Infobase Holdings Inc	2,057.29	Omnigraphic Health Sourcebooks to circulate
Infobase Holdings Inc	36.80	Omnigraphic Health Sourcebooks to circulate
INGRAM LIBRARY SERVICES INC.	2,699.42	Library books for Adult Collection 1st/2nd qtr
INGRAM LIBRARY SERVICES INC.	124.83	Library books for Adult Collection 1st/2nd qtr
INGRAM LIBRARY SERVICES INC.	12.64	Teen YA Library Materials for collection
INTELIUS SCREENING SOLUTIONS LLC	2,043.02	FY24 Background Checks - 3/1/24 - 3/31/24
IOWA ONE CALL	363.10	FY24: Iowa One Call - Utility Locates
J & R SUPPLY COMPANY	1,800.00	PLUGS FOR VALVES
J & R SUPPLY COMPANY	2,100.00	Supplies for Rhomberg Alley Project
J & R SUPPLY COMPANY	15.00	CPL-ADS-15 SPLIT COUPLING
J & R SUPPLY COMPANY	1,575.00	Streets/Sewers construction equipment
J & R SUPPLY COMPANY	876.00	SHOVELS & STOP BOX SOCKETS
J & R SUPPLY COMPANY	1,855.00	VALVE & COUPLING 7TH ST @ CENTRAL
J & R SUPPLY COMPANY	900.00	WATER MAIN REPAIR COUPLINGS FOR STOCK
J & R SUPPLY COMPANY	9,856.00	Supplies for Rhomberg Alley Project
J&R RENTAL LLC	1,337.50	GENIE Z-33/18 ELECTRIC BOOM RENTAL
JACQUELINE R HUNTER	828.57	2024 CAMPGROUND MANAGEMENT
JACQUELINE R HUNTER	1,078.00	2024 CAMPGROUND MANAGEMENT
JASON J MCCANN	224.00	10/3/23-10/5/23 SPOT TRAINING
JASON M SCHUELLER	2,529.01	FLOOR PREPARATION-EPP RESTROOM REMODEL
JDV PROCESS EQUIPMENT CORP	8,902.00	Conveyor Belt - Bld #75 - Shaftless Spiral
JDV PROCESS EQUIPMENT CORP	6,657.00	Drive Shaft for Sludge Conveyor in Bld #75
JOHN J MEYER	4,700.00	Painting for Flora pool
JON W DIENST	40.72	Breakfast for Snow Removal Volunteers
KENNETH J MEYER	415.50	SAS 6474 Orange Astro Grip Exam Gloves
KENNETH J MEYER	250.00	17-40341 Group 31 Smart Sensor Multi
KENNETH J WELTER	240.00	Ken Welter- basketball ref from April 3-6
KENNETH M MILLER	44.25	ISOSWO Spring Conference travel reimbursement
KILBURG EQUIPMENT LLC	741.88	Unit 3415 Double Control Valve #2 hand brake
KILBURG EQUIPMENT LLC	4,022.60	Unit 3408 HYV05202 Complete Body Valve
KILBURG EQUIPMENT LLC	1,482.72	Bolts washer, ICC Bumper support lower light box
KIM A HERRIG	379.00	FY24 CUSTODIAL SERVICES FOR 300 MAIN, SUITE 330
KIMBERLY A HOOVER	59.00	Per Diem for IAWCP
KIMBERLY A HOOVER	55.48	Gas from Career Fair
KRAEMERS WATER STORE INC	20.00	Bottled Water Service for the Landfill

<b>VENDOR NAME</b>	<b>NET AMOUNT</b>	<b>INVOICE DESCRIPTION</b>
LAMAR TEXAS LIMITED PARTNERSHIP	420.00	4/1-4/7/24 Seasonal Employment Recruit billboard
LAMAR TEXAS LIMITED PARTNERSHIP	420.00	4/8-4/14/24 Seasonal Employment Recruit billboard
Life-Assist, Inc	1,037.58	Glucagon Vial & Syringe Emergency Kits
LIME ROCK SPRINGS CO	172.20	BEVERAGES THRU JUNE 2024
LiquidSpring LLC	969.22	10597-024 Asy 2nd Vol 50 x 450 RH
LORAS COLLEGE	3,415.10	FY 2024 Franchise Fees
LORAS COLLEGE	230.56	FY 2024 Franchise Fees
LORAS COLLEGE	350.00	Loras Landfill field trip Trolleys 02/20/2024
MACQUEEN EQUIPMENT GROUP	10,077.52	Unit 4007 Structure wldt T015901 Belt Chevron part
MACQUEEN EQUIPMENT GROUP	29.36	16585-30 Gasket 8" Rubber B4R3 Unit 2704
MACQUEEN EQUIPMENT GROUP	414.03	Unit 2704 Air Cyl Dualact B1J22 Block
MARIE L WARE	158.00	MWare DC Fly-In Travel Reimbursement
MARTIN EQUIPMENT OF IL INC	9.26	Unit 3456 Landfill Elec connector housing
MARTIN EQUIPMENT OF IL INC	18.24	Unit 3227 TY26575 Cool-Guard II 50/50 Premix
MARTIN EQUIPMENT OF IL INC	1,077.46	LF Unit 3456 Pressure Relief Valve & Freight
MARTIN EQUIPMENT OF IL INC	20.78	Landfill Cap Screw Unit 3453
MARTIN EQUIPMENT OF IL INC	128.53	Landfill Unit 3453 Service Call Transmission Oil
MCCULLOUGH CREATIVE	1,725.00	DSW61857 (New) Bus - Rear Graphics
MCGRATH AUTOMOTIVE GROUP INC	3,494.00	Unit 2705 Replace ECM for internal Fault -reprogra
MCGRATH AUTOMOTIVE GROUP INC	26,749.00	Purchase of 2024 Chevy Equinox
MEDIACOM	156.90	INTERNET FOR POD MARINA THRU JUNE 30, 2024
MICHAEL C VAN MILLIGEN	10.09	3/28 Budget Hearing Catering for extended time
MICHAEL W WEIKERT JR	648.00	Collection & Proper Disposal Appliances BLANKET
MICHAEL W WEIKERT JR	666.00	Collection & Proper Disposal Appliances BLANKET
MIKE FINNIN FORD LLC	7.64	GU5Z 14526 H Fuse for Stock
MIKE FINNIN FORD LLC	188.16	Unit 1822 LB5 Z 78611B69 Seat belt Assembly
MIKE FINNIN FORD LLC	248.73	BB%Z 175828 Wiper Blades Shaft Front Axle
MIKE FINNIN FORD LLC	187.50	GU5Z 145N089 B: Relay Police Vehicles
MIKE FINNIN FORD LLC	26.65	Unit 4908 F3TZ Bushing & Damper
MIKE FINNIN FORD LLC	879.90	Unit 4908 Rotor Assy Brake pad and lining
MIKE FINNIN FORD LLC	191.51	Brake Lining Brake Kit for stock
MIKE FINNIN FORD LLC	369.51	Unit 1838 Deflector Bumper Assy
MIKE FINNIN FORD LLC	1,405.60	Unit 1801 MB5Z Cover Assy Sea spord
MIKE FINNIN FORD LLC	595.00	Final Coat Electronic Rustproofing system Unit 290
MIKE FINNIN FORD LLC	173.60	Unit 27 point inspection 2021 Ford
MIKE FINNIN FORD LLC	155.00	Unit 27 point inspection 2019 Ford Super Duty
MIKE FINNIN FORD LLC	2,089.02	Installed fuel tank filler Cap Assy 2021 Ford
MIKE FINNIN FORD LLC	266.36	Installed fuel tank filler Cap Assy 2021 Ford
MIKE FINNIN FORD LLC	80.97	Unit 1818 27 point inspection Half Shaft
MIKE FINNIN FORD LLC	595.00	Final Coat Electronic Rustproofing system Unit 261
MIRACLE CAR WASH CORP	69.70	FY24 Miracle Car Wash-Police Vehicles
MIRACLE EXPRESS INC	25.09	Clear Coat Works vehicle wash
MIRACLE EXPRESS INC	13.94	FY24 Miracle Express-Police Car Wash
Mitchel Hammel	224.00	SPOT TRAINING WDM 10/3/23-10/05/23
MOBOTREX INC	7,165.00	Traffic Signal Parts
MOBOTREX INC	1,200.00	Traffic Signal Parts
MOBOTREX INC	4,607.00	Signal Cabinets & Equipment
MSA PROFESSIONAL SERVICES INC	7,020.24	RAISE Grant Application Assistance
MTI DISTRIBUTING INC	122.22	MISC TORO PARTS FOR #4474
MTI DISTRIBUTING INC	985.49	ROTOTILLER FOR THE GREENHOUSE
MTI DISTRIBUTING INC	26.08	BOLTS
MULGREW OIL COMPANY	1,362.84	Landfill Fuel Bid week 3/4/2024
MULGREW OIL COMPANY	1,892.91	Landfill Fuel Bid week 3/4/2024
MULGREW OIL COMPANY	927.08	Landfill Fuel Bid week 4/1/2024
MULGREW OIL COMPANY	1,111.70	Landfill Fuel Bid week 4/1/2024
Mullen Coughlin LLC	13,975.00	Professional Services - Oct 2023

<b>VENDOR NAME</b>	<b>NET AMOUNT</b>	<b>INVOICE DESCRIPTION</b>
Mullen Coughlin LLC	1,072.00	Professional Services - Oct 2023
Mullen Coughlin LLC	2,642.00	Professional Services - Oct 2023
MUNICIPAL COLLECTIONS OF AMERICA IN	2,150.05	Collection Fees for Utility Billing
MURPHY, KATRINA J	479.30	UB 15644 715 ALTA VISTA
MYERS-COX CO	24.00	Ice cream freezer rental for the Marina
MYERS-COX CO	48.00	Flora and Sutton pool concessions
NORTHERN LIGHTS FOODSERVICE	414.72	MISC FOOD AND SUPPLIES FOR BHGC SNACK BAR
OPENING DOORS--MARIA HOUSE	16,107.00	Opening Doors FY2024 Agreement
O'REILLY AUTOMOTIVE INC	77.04	Unit 3301 Iridium plug MS97205 Plenum Gskt
ORIGIN DESIGN CO	2,740.25	Ice Harbor Flood Gate Fender Replacement
ORIGIN DESIGN CO	1,083.25	Municipal Service Center Reception Renovation
ORIGIN DESIGN CO	30.75	Municipal Service Center Reception Renovation
ORIGIN DESIGN CO	1,928.00	2023 City Bridge Inspection
ORIGIN DESIGN CO	421.75	Ice Harbor Flood Gate Fender Replacement
ORIGIN DESIGN CO	12,717.25	PROF.SVCS CITY WIDE DIST SYS, STOR.PMPNG
ORIGIN DESIGN CO	449.50	PROF.SVCS CITY WIDE DIST SYS, STOR.PMPNG
ORIGIN DESIGN CO	13,668.00	PROF.SVCS CITY WIDE DIST SYS, STOR.PMPNG
OVERHEAD DOOR COMPANY	774.00	HDQ-Overhead Door Maintenance at Headquarters
PASSPORT LABS INC	1,464.25	Passport Parking Meter App FY24
Patrick Quarnstrom	180.00	Patrick Quarnstrom- basketball ref from April 3-6
PEGGY S ABIDI	104.19	MILEAGE REIMBURSEMENT-ABIDI
PETDATA	3,954.20	Pet Data Fees 24
PHELPS THE UNIFORM SPECIALISTS	45.43	Uniform cleaning for mechanic; shop towels cleanin
PLANET TECHNOLOGIES INC	105.60	2 licenses Fire A/V- O365 SLG subscription
PLANET TECHNOLOGIES INC	864.00	25g1 licenses - O365 SLG subscription
PRAIRIE FARMS	2,608.44	FY2024 Franchise Fees
PRAIRIE FARMS	361.30	FY2024 Franchise Fees
PRAIRIE FARMS	355.03	FY2024 Franchise Fees
PRECISION TRANSMISSION	6,000.00	Rebuilt Trans to remove & install transmission 191
Public Housing Authorities Directors Association	1,900.00	2024 Membership - IA02
QUAD OPTICAL SERVICES LLC	3,100.00	Extend (2) 7 way multi ducts in vaults
RADIO DUBUQUE INC	234.00	Radio Ad - Leisure Services Seasonal Jobs
RADWELL INTERNATIONAL	3,117.89	Allen Bradley Overload Relay - Bld #75
RADWELL INTERNATIONAL	3,100.50	Allen Bradley Overload Relay - Bld #75
RAPIDS REPRODUCTION INC	129.32	86500R36150 36X150 20lb Check Plot Bond 4 rolls
RILCO FLUID CARE	474.25	Def Bulk
RIVER CITY STONE	124.27	CY2023 Various Stone
Robbie Kovar	516.57	Ambulance Refund
ROBERT J SLATTERY	200.00	Trivia Program- training for staff meeting
ROCHESTER ARMORED CAR CO INC	312.09	Armored Car Transportation Landfill 1/31/2024
ROCK ISLAND ELECTRIC MOTOR REPAIR	1,280.00	Floodwall Liftgate Motor Testing
Rock Valley Physical Therapy	22,503.00	Employee Physicals
ROUSSELOT INC	4,478.29	FY2024 Franchise Fees
Ryan Chad Zierden	224.00	10/3/23-10/5/23 SPOT TRAINING
SADLER POWER TRAIN INC	96.84	13632 Rubber Tarp Centering Flange Unit 3223
SADLER POWER TRAIN INC	1,072.05	Part # 350-1216X-H Kit Coil Springs
SADLER POWER TRAIN INC	256.54	255H8TCL-A Halo Amber 8 LED Tall Amber
SAFEGUARD BUSINESS SYSTEMS INC	6,250.00	Library Summer Reading Programs Bags
SANDRY FIRE SUPPLY LLC	2,160.00	6 Pairs of Fire Boots for New Hires
SANDRY FIRE SUPPLY LLC	1,080.00	6 Pairs of Fire Boots for New Hires
SARAH A BERNA	64.32	Sarah Berna mileage from 2/1/24-3/31/24
SAUNDERS OIL CO INC	1,913.36	Landfill Winter Blend Diesel bid week 2/26/2024
SAUNDERS OIL CO INC	2,693.10	Landfill Winter Blend Diesel bid week 2/26/2024
SAUNDERS OIL CO INC	2,670.17	Landfill Winter Blend Diesel bid week 3/18/2024
SAUNDERS OIL CO INC	3,444.88	Landfill Winter Blend Diesel bid week 3/18/2024
SAUNDERS OIL CO INC	1,593.40	GA8Z 9D370 A Control

<b>VENDOR NAME</b>	<b>NET AMOUNT</b>	<b>INVOICE DESCRIPTION</b>
SAUNDERS OIL CO INC	2,058.40	GA8Z 9D370 A Control
SELCO INC	120.00	Grabber Cone, Daily Rental
SELCO INC	600.00	Mt. Caramel St - Painting
SerJon Bennett	90.37	Gas from Academy for new officers
SerJon Bennett	82.31	Gas from Academy for new officers
SPAHN & ROSE LUMBER	34.84	DYNAFLEX CAULK FOR RESTROOM REMODEL
SPRING GREEN LAWN CARE	38.85	WEED CONTROL -DBQ MEMORIAL PARK
SPX CORPORATION	348.93	Genfare Cables/usb
ST LUKES HEALTH - UNITYPOINT CLINIC	462.00	FY24 Drug Screens - 3/4/24 to 3/15/24
State of Iowa Dept of Inspections and Appeals	40.00	MFC - Boiler Inspection
STEARNS, CONRAD, SCHMIDT CONSUL ENG	697.00	COMPOST FACILITY ENGIN CONTRACT 32400351
STEARNS, CONRAD, SCHMIDT CONSUL ENG	1,395.00	Landfill Disaster Debris Management Plan June 2023
STEARNS, CONRAD, SCHMIDT CONSUL ENG	419.00	Landfill Fire Mitigation Plan Update June 2023
STEPHANIE J WEHR	59.00	Per Diem for IAWCP
STRAND ASSOCIATES INC	3,446.98	Flexsteel Stormwater Pump Station
STRAND ASSOCIATES INC	720.51	SCADA on call services for flow meters
STRYKER CORPORATION	1,035.00	LifePak CR2
SUSAN M STOPPELMOOR	271.62	Travel reimbursement for Susan Stopplemoor
SUSTAINABLE STRATEGIES DC	6,750.00	Strategic Funding Services - Grant Writing
TERRY J THOMPSON	60.00	Terry Thompson- basketball referee from April 3-6
Terry Joe Elgin	364.00	ST5-Labor to Install Walk Door at Station 5
THE DUBUQUE ADVERTISER	228.00	Healthy Homes Program ad
THE FISCHER COMPANIES	80.00	parking fees/RC029805/ih email
THE FISCHER COMPANIES	480.00	FY 24 Annual Parking for 12 Spaces
THE FISCHER COMPANIES	40.00	Parking Spot-Media Services
THE LOCKSMITH EXPRESS	10.00	KEYS FOR NEW LOG LOADER
THOMAS J KIEFER	150.00	Tom Kiefer- basketball referee from April 3-6
THOMPSON TIRE & RETREAD	498.92	Unit 3403 11r225 PC G177M2 tires mount
THOMPSON TIRE & RETREAD	443.92	Unit 3408 11R225 PV G177M2 2 tires Mount
THOMPSON TIRE & RETREAD	698.27	Unit 3412 315/80R225 G289 tires
THOMPSON TIRE & RETREAD	1,499.80	Unit 3405 Tires 11R225 Pc G177M2 Mount
THOMPSON TIRE & RETREAD	400.00	Unit 1702 LT24570R17 E Coop Discover AT3
THOMPSON TIRE & RETREAD	76.00	2017 Jule Buses Dismount & mount 2 tires
THOMPSON TIRE & RETREAD	450.92	Unit 3407 11R225 PC G177M2 tires Mount
THOMPSON TRUCK & TRAILER INC	40.19	183623C1 Gasket Air Compressor Unit 3409
THOMPSON TRUCK & TRAILER INC	558.83	4091256C91 Mirror Rear View RH B unit 3404
THREE RIVERS FS INC	262.35	Diesel Exhaust Fluid Bulk Landfill 4/2
TIM WILLIS WINDOW CLEANING LLC	210.00	Monthly MSC Window Cleaning
TM Inc	315.00	Mail Courier Service
TOWNSQUARE MEDIA LLC	600.00	Radio ads for summer employment recruitment
TRUCK EQUIPMENT INC	2,572.00	835-60 Gutter Broom Vt650 Etc One Pc johnson
TURPIN DODGE OF DUBUQUE LLC	64.80	68161329AA Seal-Outphold Unit 1918
Understanding Ag LLC	600.00	Speaker Hours - Brian Dougherty
UNIVERSITY OF DUBUQUE	5,423.54	FY2024 Franchise Fees
US Peroxide LLC	14,932.38	Dose Waste Stream w/Ferric Chloride for Odor
Victory Ford, Inc.	305.50	Rust proof & undercoating CP529 Unit 2204
Vidl Solutions, Inc	15,850.00	CC Goal-Organizational Culture Continuous Improvem
VRBAN FIRE PROTECTION INC	506.00	Quarterly Fire Sprinkler Inspection - WRRRC
WAYNE R SCHNIER	120.00	Wayne Schnier- basketball ref from April 3-6
WB McCloud & Co, Inc.	530.00	Monthly pest prevention inspections/treatments
WELU PRINTING COMPANY	36.68	FY24 Welu Printing Police Business Cards
WEX HEALTH INC	1,098.26	FY24 COBRA, Commuter, FSA Administration
William Arndt	90.00	Will Arndt- basketball ref from April 3-6
	<u>\$ 1,017,540.86</u>	

**EXCEPTIONS TO COUNCIL APPROVAL**

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
241000007	4/9/2024	3C PAYMENT USA CORP	\$	110.00 FY24 PARK ACH FEES
241000003	4/3/2024	7G DISTRIBUTING LLC		611.80 Alcohol Charges for Bunker Hill
1008336	4/10/2024	A & G ELECTRIC COMPANY	37,330.25	DBQ EV Charger Install Project
1008312	4/3/2024	ADVANTAGE SHEET METAL INC	616.25	Survey Area - Unit Low on Charge - Added Freon
1008312	4/3/2024	ADVANTAGE SHEET METAL INC	607.02	Replace 3 Pressure Relief valves on 3 Floor boiler
1008312	4/3/2024	ADVANTAGE SHEET METAL INC	3,312.00	Glycol added to Garage loop - keep from freezing
1008382	4/10/2024	AFFORDABLE HOUSING NETWORK INC	48,475.56	AHNI FY2024 Agreement
1008373	4/10/2024	AIRGAS USA LLC	146.90	Medical Oxygen for Ambulances
1008313	4/3/2024	A-L-L EQUIPMENT	781.00	SERVICE AIR COMPRESSORS
1008313	4/3/2024	A-L-L EQUIPMENT	384.00	Air Dryer Repair - Bld #20 - 03/18/24
513216	4/10/2024	ALLIANT ENERGY	622.34	FY24: 1503 W 3rd St - Cell Tower Electricity
513216	4/10/2024	ALLIANT ENERGY	50.07	6505 Middle Rd - Electricity
513216	4/10/2024	ALLIANT ENERGY	57,207.52	FY24 Blanket PO - Electricity
513216	4/10/2024	ALLIANT ENERGY	78.91	Dmarc Bld electrical service
513216	4/10/2024	ALLIANT ENERGY	173.60	ELECTRIC BILLS THRU JUNE 2024
513216	4/10/2024	ALLIANT ENERGY	176.17	ELECTRIC BILLS THRU JUNE 2024
513216	4/10/2024	ALLIANT ENERGY	533.75	ELECTRIC BILLS THRU JUNE 2024
513216	4/10/2024	ALLIANT ENERGY	40.73	ELECTRIC BILLS THRU JUNE 2024
513216	4/10/2024	ALLIANT ENERGY	1,350.16	ELECTRIC BILLS THRU JUNE 2024
513216	4/10/2024	ALLIANT ENERGY	46.79	ELECTRIC BILLS THRU JUNE 2024
513216	4/10/2024	ALLIANT ENERGY	604.73	ELECTRIC BILLS THRU JUNE 2024
513216	4/10/2024	ALLIANT ENERGY	178.73	Energy Costs for Various Locations
513216	4/10/2024	ALLIANT ENERGY	145.05	FY24 ELECTRICAL SERVICE FOR 300 MAIN, SUITE 330
513216	4/10/2024	ALLIANT ENERGY	14,847.43	WRRC Electrical Expense - FY24
513216	4/10/2024	ALLIANT ENERGY	13,743.11	WRRC Electrical Expense - FY24
513216	4/10/2024	ALLIANT ENERGY	9,863.78	ALLIANT 4392701000 Ramps/Lots FY24
513216	4/10/2024	ALLIANT ENERGY	2,611.31	Alliant 1406331000 Intermodal Ramp FY24
513216	4/10/2024	ALLIANT ENERGY	103.86	Alliant 6477860931 12th Elm Lot FY24
513216	4/10/2024	ALLIANT ENERGY	1,928.29	Alliant 1522511000 5th St Ramp FY24
513216	4/10/2024	ALLIANT ENERGY	398.76	Alliant 1477501000 5th Bell Lot FY24
513216	4/10/2024	ALLIANT ENERGY	30.01	514 Angella St - Electric Bill
513216	4/10/2024	ALLIANT ENERGY	3,073.64	ELECTRIC BILLS THRU JUNE 2024
513246	4/10/2024	Alvin Harrison	300.00	EVENT REFUND SE24-028
1008372	4/10/2024	ANDERSON SAINCI	273.15	DC FLY IN Per Diem/ Mileage
1008376	4/10/2024	ASCENT AVIATION GROUP INC	295.00	TotalFBO Software Maintenance
1008332	4/3/2024	A-TEC RECYCLING INC	1,839.87	Items Recycled & Processed 11-15-2022 #221020-5571
513235	4/10/2024	AUTOMOTIVE ENTERPRISES (AIH)	283.97	FY2024 Franchise Fees
1008338	4/10/2024	AV FUEL	35.00	Avfuel hub online POS
1008338	4/10/2024	AV FUEL	25,001.28	Aviation fuel for resale
1008338	4/10/2024	AV FUEL	23,895.94	Aviation fuel for resale
1008338	4/10/2024	AV FUEL	23,668.82	Aviation fuel for resale
1008338	4/10/2024	AV FUEL	25,354.51	Aviation fuel for resale
1008339	4/10/2024	B & H FOTO & ELECTRONICS CORP	5,677.42	IT mobile workstation replacements
1008339	4/10/2024	B & H FOTO & ELECTRONICS CORP	51,714.26	Replacement Desktops for Staff
1008406	4/10/2024	B G BRECKE INC	1,532.52	Annex - Repair 2" Air Separator
1008406	4/10/2024	B G BRECKE INC	1,884.59	Annex - No Heat on 2nd Floor
1008331	4/3/2024	BARD MATERIALS CENTRAL	1,708.55	CY2023 Various Concrete Products
1008331	4/3/2024	BARD MATERIALS CENTRAL	1,435.65	CY2023 Various Concrete Products
1008331	4/3/2024	BARD MATERIALS CENTRAL	944.50	CY2023 Various Concrete Products
1008331	4/3/2024	BARD MATERIALS CENTRAL	467.50	CY2023 Various Concrete Products
1008331	4/3/2024	BARD MATERIALS CENTRAL	1,367.20	CY2023 Various Concrete Products
1008404	4/10/2024	BARD MATERIALS CENTRAL	2,375.50	concrete for Kaufman storm project
241000010	4/9/2024	BC/BS OF IOWA/WELLMARK	143,960.32	Wellmark Weekly
241000011	4/9/2024	BC/BS OF IOWA/WELLMARK	99,186.38	Wellmark Weekly
241000012	4/9/2024	BC/BS OF IOWA/WELLMARK	185,255.26	Wellmark Weekly
241000013	4/9/2024	BC/BS OF IOWA/WELLMARK	75,400.51	Wellmark Weekly
241000014	4/9/2024	BC/BS OF IOWA/WELLMARK	87,731.46	Wellmark Weekly
241000015	4/9/2024	BC/BS OF IOWA/WELLMARK	117,723.38	Wellmark Weekly
513217	4/10/2024	BIECHLER ELECTRIC INC	4,793.58	McAleece Park: ballfield lights
513217	4/10/2024	BIECHLER ELECTRIC INC	9,382.68	Grandview Street Lights - Hwy 20 & Delhi
1008392	4/10/2024	BIECHLER ELECTRIC INC	295.00	DROP WIRES FOR TREE WORK
1008337	4/10/2024	BLACK HILLS/IOWA GAS UTILITY CO	105.01	FY24 Blanket PO-Gas Costs
241000026	4/11/2024	BLUEFIN PAYMENT SYSTEMS LLC	161.10	Monthly Fees
513227	4/10/2024	BODENSTEINER IMPLEMENT COMPANY	66,300.00	PURCHASE OF 2 -60" 4WD FRONT DECK MOWERS
513243	4/10/2024	Book Farm LLC	1,859.60	Children's books for collection
1008410	4/10/2024	BOUND TO STAY BOUND BOOKS INC	53.82	Children's Books for Library collection
513239	4/10/2024	Bradley M Cavanagh	225.30	3/6/24 MRCTI-Mayor Reimbursement
1008374	4/10/2024	BRIAN S FELDOTT	78.72	Brian Feldott March mileage reimbursement
1008358	4/10/2024	BRIDGESTONE GOLF INC	956.59	Golf balls for Pro Shop
513218	4/10/2024	BUTT'S FLORIST & GREENHOUSE	55.00	FLOWER ARRANGEMENTS FOR MFC
1008334	4/3/2024	CAPITAL SANITARY	41.82	Janitorial Supplies - JOTC building
1008334	4/3/2024	CAPITAL SANITARY	260.28	Janitorial Supplies - JOTC building
1008334	4/3/2024	CAPITAL SANITARY	496.03	Hdq-Floor Wax & Pads for Headquarters Floor
1008412	4/10/2024	CAPITAL SANITARY	100.14	HDQ- Janitorial Supplies
513241	4/10/2024	Carl Plumley	24.12	MARCH MILEAGE FOR CARL PLUMLEY
513234	4/10/2024	CATHOLIC CHARITIES OF THE	2,012.68	Catholic Charities FY2024 Subrecipient Agreement
1008345	4/10/2024	CENGAGE LEARNING INC	27.19	Large print books for adult collection
1008345	4/10/2024	CENGAGE LEARNING INC	89.57	Large print books for adult collection
1008345	4/10/2024	CENGAGE LEARNING INC	59.18	Large print books for adult collection
1008345	4/10/2024	CENGAGE LEARNING INC	31.19	Large print books for adult collection

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1008345	4/10/2024	CENGAGE LEARNING INC	1,562.99	Reference book continuations
1008345	4/10/2024	CENGAGE LEARNING INC	77.57	Large print books for adult collection
1008345	4/10/2024	CENGAGE LEARNING INC	26.39	Large print books for adult collection
513233	4/10/2024	CENTER POINT INC	614.82	Large Print books for Adult collection
513233	4/10/2024	CENTER POINT INC	116.25	Large Print books for Adult collection
513245	4/10/2024	Chad Nachiappan	2,000.00	530 Loral Blvd, Evertree Lofts-security deposit
1008355	4/10/2024	CHRISTOPHER J LESTER	40.94	MARCH 2024 MILEAGE FOR CHRIS LESTER
1008315	4/3/2024	CLAREY'S SAFETY EQUIPMENT INC	1,250.63	Rae Sensor, Oxygen & Monitor Service/Calibration
1008315	4/3/2024	CLAREY'S SAFETY EQUIPMENT INC	107.63	Rae Sensor, Oxygen & Monitor Service/Calibration
1008411	4/10/2024	COMELEC INTERNET SERVICES	60.00	INTERNET FOR CAMPGROUNDS THRU JUNE 2024
1008316	4/3/2024	COMELEC SERVICES INC	483.50	REPAIR & DIAGNOSIS OF LOSS OF COMMS @PUMP STATIONS
1008326	4/3/2024	COMMAND SECURITY SOLUTIONS	326.97	24/7 Burglary Pkg: Trailer, Scale House Shop-Sept
1008326	4/3/2024	COMMAND SECURITY SOLUTIONS	78.00	24/7 Monit Qtrly Billing Fire:Smk/Heat Carbon) Sept
1008326	4/3/2024	COMMAND SECURITY SOLUTIONS	27.00	ALARM MONITORING
1008326	4/3/2024	COMMAND SECURITY SOLUTIONS	27.00	ALARM MONITORING
1008326	4/3/2024	COMMAND SECURITY SOLUTIONS	29.99	ALARM MONITORING
1008398	4/10/2024	COMMAND SECURITY SOLUTIONS	141.25	SERVICE CALL TO ALLISON HENDERSON
1008340	4/10/2024	COMMUNICATIONS ENGINEERING CO	300.00	Medline Building - Additional 48 Port Switch
1008340	4/10/2024	COMMUNICATIONS ENGINEERING CO	4,024.50	Sophos Renewal 30 months
1008369	4/10/2024	CONSTELLATION NEW ENERGY GAS DIV	31,677.02	Natural Gas - FY24 - Constellation
1008317	4/3/2024	CONTINENTAL RESEARCH CORP	356.87	Surge Lift Station Grease Treatment
1008388	4/10/2024	ConvergeOne Inc	5,312.50	Professional Services
1008318	4/3/2024	CRESCENT ELECTRIC	42.41	Central Ramp lights GELAMPS
513238	4/10/2024	CURT'S SIGNATURE SIGN	790.00	CURT'S SIGNATURE SIGN & DESIGN
1008381	4/10/2024	DANIEL C SPRANK	707.29	24_03_12 DC Fly In - Council Member Danny Sprank
1008368	4/10/2024	DANIELLE K DAY	230.31	Pop YS Con Conference 3/7-3/9, 2024 Ames, Iowa
513231	4/10/2024	DAVID T RESNICK	1,145.20	3/12/24 DC Fly In - David Resnick reimbursement
1008375	4/10/2024	DAVIS PLACE LLC	450.00	521 Garfield #206, Davis Place LLC - Security Depo
1008352	4/10/2024	DEBRA A SEARLES	32.16	MARCH 2024 MILEAGE FOR DEB SEARLES
1008359	4/10/2024	DITTMER RECYCLING INC	211.91	REFUSE- MARCH 2024
1008359	4/10/2024	DITTMER RECYCLING INC	302.11	Weekly refuse and recycling pickup
1008342	4/10/2024	DUBUQUE HOSE & HYDRAULICS	17.75	Parts for FBO belt loader
1008342	4/10/2024	DUBUQUE HOSE & HYDRAULICS	208.98	Parts for runway X's
1008342	4/10/2024	DUBUQUE HOSE & HYDRAULICS	28.58	a2500-1212 Hose Unit 3405
1008343	4/10/2024	DUBUQUE HUMANE SOCIETY	14,118.00	FY24 Monthly Contract Fees
1008365	4/10/2024	DUBUQUE SIGN COMPANY	110.00	DECALS FOR #4425
1008387	4/10/2024	Dyersville Area Chamber of Commerce	195.00	2024 Annual membership dues
1008370	4/10/2024	EASTERN IOWA EXCAV & CONCRETE LLC	1,490.46	Kerper Ct Kerper Blvd Intersection Improvement Pro
1008344	4/10/2024	EBSCO SUBSCRIPTION SERVICE	5,887.76	Subscription services for renewal of Flipster digi
1008393	4/10/2024	ED M FELD EQUIPMENT CO INC	545.97	Repair Service on SCBA Filling Station at Headspuar
513232	4/10/2024	EHRUCH KEVIN L	700.00	1824 White #1_Ehrlich, Kevin Security Deposit
241000027	4/11/2024	ELAVON INC	853.24	BUNKER HILL CC FEES
513236	4/10/2024	ELM USA INC	208.02	Disc Check Supplies- 40 pads,1 inner pipe
1008409	4/10/2024	ENVISION WARE INC	594.12	10 Licenses - MFC Public Computers
1008364	4/10/2024	EXPRESS EMPLOYMENT PROFESSIONALS	2,755.75	HR Temp Admin Assistants-week ending 3-31-24
241000006	4/8/2024	FIRST DATA CORPORATION	87.90	First Data Mystique Charges
241000009	4/9/2024	FIRST DATA CORPORATION	69.90	First Data Mystique Charges
1008319	4/3/2024	FLOOR SHOW CORPORATION	486.27	Replacement Blinds in the City Clerks Office
1008360	4/10/2024	FOTH INFRASTRUCTURE & ENVIRO LLC	35,124.50	Reconstruct GA Apron Design Engineering
1008360	4/10/2024	FOTH INFRASTRUCTURE & ENVIRO LLC	12,311.63	Construct Hangar #105 Construction Engineering
1008360	4/10/2024	FOTH INFRASTRUCTURE & ENVIRO LLC	993.14	Install PV System Construction-AIP #77
1008360	4/10/2024	FOTH INFRASTRUCTURE & ENVIRO LLC	284.68	Relocate Taxiway Alpha Construction Engineering
1008360	4/10/2024	FOTH INFRASTRUCTURE & ENVIRO LLC	34,478.95	Reconstruct GA Apron Design Engineering
1008394	4/10/2024	GOVERNMENT FINANCE OFFICERS ASSOC	600.00	Tyler Consulting (ERP) Advisory Services
1008394	4/10/2024	GOVERNMENT FINANCE OFFICERS ASSOC	800.00	Tyler Consulting (ERP) Advisory Services
1008346	4/10/2024	HDR ENGINEERING INC	17,575.56	E/W Corridor Capacity Improv-University Overlap
1008346	4/10/2024	HDR ENGINEERING INC	5,392.07	E/W Corridor Capacity Improv-University Overlap
1008320	4/3/2024	HEIAR FENCING & SUPPLY INC	2,200.00	FENCE REMOVAL & REPLACEMENT DUE TO WELL LINE REPAIR
1008347	4/10/2024	HENDRICKS FEED & SEED CO INC	300.00	Terminal grass seed
1008325	4/3/2024	HERITAGE PRINTING COMPANY	155.19	Bus Routing / Time off Request forms
1008348	4/10/2024	HILLCREST FAMILY SERVICES INC	236.69	FY 2024 Franchise Fees
1008348	4/10/2024	HILLCREST FAMILY SERVICES INC	302.50	FY 2024 Franchise Fees
1008367	4/10/2024	INGRAM LIBRARY SERVICES INC.	1,475.42	Library books for Adult Collection 1st/2nd qtr
1008367	4/10/2024	INGRAM LIBRARY SERVICES INC.	1,042.59	Children's Books for Library collection
1008367	4/10/2024	INGRAM LIBRARY SERVICES INC.	861.62	Teen YA Library Materials for collection
1008367	4/10/2024	INGRAM LIBRARY SERVICES INC.	2,450.86	Library books for Adult Collection 1st/2nd qtr
1008367	4/10/2024	INGRAM LIBRARY SERVICES INC.	3,764.56	Children's Books for Library collection
1008367	4/10/2024	INGRAM LIBRARY SERVICES INC.	232.51	Teen YA Library Materials for collection
1008367	4/10/2024	INGRAM LIBRARY SERVICES INC.	2,021.83	Library books for Adult Collection 1st/2nd qtr
1008367	4/10/2024	INGRAM LIBRARY SERVICES INC.	188.37	Children's Books for Library collection
1008367	4/10/2024	INGRAM LIBRARY SERVICES INC.	95.13	Teen YA Library Materials for collection
241000002	4/3/2024	IOWA BEVERAGE SYSTEMS INC	159.55	Alcohol Purchases - Recreation
513247	4/10/2024	JACOBS, SHARA M & WILLIAM J	143.83	UB 00463 2129 WASHINGTON
1008385	4/10/2024	Jason D Lehman	404.66	Lehman Travel - FLSA
1008380	4/10/2024	JOSEPH T STEUCK	176.00	Travel reimbursement- Joe Steuck
1008389	4/10/2024	Joseph Ungs	243.90	Building Energy Efficiency Pilot Program Joe Ungs
513242	4/10/2024	Justin Thiltgen	1,084.77	3/12/24 DC Fly In - Justin Thiltgen reimbursement
1008378	4/10/2024	Kanopy Inc	800.00	Kanopy LLC streaming services for the collection
1008335	4/3/2024	KIESLER POLICE SUPPLY INC	11,625.00	Ammunition for training - FY24
1008321	4/3/2024	KONE INC	548.04	Five Flags #2 South Passenger Elevator Service cal
1008383	4/10/2024	LAURA J ROUSSELL	1,535.95	3/12/24 DC Fly In - Laura Roussell reimbursement

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1008383	4/10/2024	LAURA J ROUSSELL	546.50	3/5/24 ILC Local Leaders Day - Laura Roussell Reim
1008390	4/10/2024	Laura Merrick	1,136.57	To finalize outstanding tasks-Arts/NEA Gra
513219	4/10/2024	LINK HYDRAULIC & SUPPLY	31.25	Shop supplies from INV 18644
513220	4/10/2024	MARTIN EQUIPMENT OF IL INC	212.00	Unit 4034 QICK Coupler Guard & Freight
513220	4/10/2024	MARTIN EQUIPMENT OF IL INC	450.69	Unit 3453 19M7775 Screw T200118 Guard
513220	4/10/2024	MARTIN EQUIPMENT OF IL INC	104.11	Unit 3456 O-Ring Hose Fitting Bulk Hose
1008341	4/10/2024	MARY R CORRIGAN	64.00	Corrigan MR per diem PHCI 3-26 3-27-24
513221	4/10/2024	MEDIACOM	156.90	INTERNET FOR TREE CREW-WILBRECHT LANE
513244	4/10/2024	Meescan Inc	9,740.00	4 RFID Station and 4 Kiosks Self Checkouts
1008362	4/10/2024	MIDWEST TAPE LLC	12.73	Children's AV and Video for collection
1008362	4/10/2024	MIDWEST TAPE LLC	1,348.10	DVD, BluRay, CD audio, and di
1008362	4/10/2024	MIDWEST TAPE LLC	831.63	DVD, BluRay, CD audio, and di
1008362	4/10/2024	MIDWEST TAPE LLC	357.74	DVD, BluRay, CD audio, and di
241000001	4/2/2024	MIDWESTONE BANK	707.61	April 2024 Admin Fee
241000004	4/4/2024	MIDWESTONE BANK	572,106.00	April 2024 HAP
513222	4/10/2024	MOLO OIL COMPANY	2,539.81	BP card @ JFK BP, Fmly Mart Central Key We3/20/24
1008397	4/10/2024	MR ROOTER PLUMBING	1,432.18	Landfill General Plumbing (Pumping)
1008397	4/10/2024	MR ROOTER PLUMBING	515.80	Landfill General Plumbing (Pumping)
513223	4/10/2024	MULGREW OIL COMPANY	292.98	Diesel- 92.8 Gal
513223	4/10/2024	MULGREW OIL COMPANY	1,506.87	Unleaded- 488.2 Gallons
513223	4/10/2024	MULGREW OIL COMPANY	20,981.56	#2 - 70/30 Blend Diesel Bid 7 Kerper Ct. 12/15/23
1008391	4/10/2024	Mullen Coughlin LLC	3,673.00	Airport Commission engagement agreement
1008391	4/10/2024	Mullen Coughlin LLC	939.00	Airport Commission engagement agreement
1008322	4/3/2024	MUTUAL WHEEL COMPANY	161.68	8675A1 Strobe Light
1008322	4/3/2024	MUTUAL WHEEL COMPANY	6.52	B480R Red Refl Unit 1999
1008322	4/3/2024	MUTUAL WHEEL COMPANY	41.28	MID BE13255 55 PSI Switch Unit 3409
1008322	4/3/2024	MUTUAL WHEEL COMPANY	309.64	77353 LED Strobe
1008395	4/10/2024	MUTUAL WHEEL COMPANY	68.01	Unit 4915 440 FG78 Drain Valve
1008395	4/10/2024	MUTUAL WHEEL COMPANY	57.05	Unit 3404 34715 4 x36 inch part
1008396	4/10/2024	NAPA AUTO PARTS & SUPPLY	2,512.91	Bulk Air Filter Order 1748XD, 7708, 1748
1008366	4/10/2024	NETWORK COMPUTER SOLUTIONS	4,305.00	Airport server Microsoft licenses
1008323	4/3/2024	NORTHEAST IOWA COMMUNITY COLLEGE	1,699.00	AED for pools
1008356	4/10/2024	NUTRI JECT SYSTEMS INC	9,100.00	Nutri Ject Storage and Hauling - FY24
1008356	4/10/2024	NUTRI JECT SYSTEMS INC	5,471.69	Nutri Ject Storage and Hauling - FY24
241000005	4/8/2024	OPENEDGE - GLOBAL PAYMENTS	1,043.65	Miller Riverview Park Monthly CC Fees
241000016	4/9/2024	OPENEDGE - GLOBAL PAYMENTS	136.00	Port of Dubuque Marina Monthly CC Fees
241000025	4/11/2024	OPENEDGE - GLOBAL PAYMENTS	4,063.71	DMASWA Monthly CC Fees
1008405	4/10/2024	OVERDRIVE INC	1,149.98	Downloadable audio and ebooks for adult collection
1008405	4/10/2024	OVERDRIVE INC	603.23	Downloadable audio and ebooks for adult collection
1008333	4/3/2024	PARKING INC	666.58	Iowa/Five Flags Entry Ticket Paper
1008354	4/10/2024	PATRICIA L GLEASON	48.13	mileage reimbursement - Gleason
1008379	4/10/2024	PHELPS THE UNIFORM SPECIALISTS	45.43	Uniform cleaning for mechanic; shop towels cleanin
1008379	4/10/2024	PHELPS THE UNIFORM SPECIALISTS	45.43	Uniform cleaning for mechanic; shop towels cleanin
1008324	4/3/2024	POLYDYNE INC	11,385.00	Polymer - 3 totes
1008324	4/3/2024	POLYDYNE INC	23,460.00	Polymer - 6 totes
1008350	4/10/2024	PROQUEST LLC	1,778.16	Online subscriptions Ancestry.com, Library Additio
513237	4/10/2024	RECORD AUTOMATIC DOORS INC	791.50	FBO automatic door repair
1008386	4/10/2024	Reinders Inc	31.60	Parts for fountain at BHGC
1008351	4/10/2024	RIVER CITY STONE	409.63	Stone for Kaufmann Moncrest storm sanitary project
513228	4/10/2024	RIVERVIEW CENTER INC	1,792.31	Riverview Center
1008377	4/10/2024	ROBERT G WRIGHT JR	899.00	677 W 3rd Change Order 2
241000008	4/9/2024	RXBENEFITS INC	77,622.24	FY24 Prescription Admin & Claims - 3/16 to 3/29/24
513230	4/10/2024	SAFEGUARD BUSINESS SYSTEMS INC	417.56	Art @ library postcards & direct mail
513229	4/10/2024	SERVICE ONE INC	322.60	2820 Brunswick-City Owned Property (ServiceOne)
1008357	4/10/2024	STEPHEN J FEHSAL	112.00	TRAVEL REIMBURSEMENTS-FEHSAL
1008327	4/3/2024	TELEGRAPH HERALD	30.91	FY2025 Annual Action Plan public notices
1008399	4/10/2024	TELEGRAPH HERALD	999.00	Ads in TH - Age in Place & Budget Public Meeting
513240	4/10/2024	Telos Corporation	258.50	Fingerprint checks for TSA security
1008400	4/10/2024	TERMINAL SUPPLY	617.91	Bin Fill 3/22/2024
1008361	4/10/2024	THE FISCHER COMPANIES	120.00	Parking Murphy Link Althoff
1008349	4/10/2024	TIMOTHY A LINK	64.00	T LINK PER DIEM PHCI 3-26-24 3-27-24
513224	4/10/2024	TOTAL MAINTENANCE INC	73.62	HVAC filter 16X25X4 qty 6
241000020	4/11/2024	TRANSFIRST	21.35	UB/Parking Tickets CC Fees
241000021	4/11/2024	TRANSFIRST	2,059.69	Monthly CC Fees for Passport
241000022	4/11/2024	TRANSFIRST	327.22	Credit Card Fees
241000023	4/11/2024	TRANSFIRST	424.28	Ramps CC Charges
241000024	4/11/2024	TRANSFIRST	293.74	Intermodal Ramp CC Fees
1008408	4/10/2024	TRI-STATE PORTA POTTY INC	1,720.00	PORTA-POTTIES-MARCH 2024
1008328	4/3/2024	TRUCK COUNTRY OF IOWA INC	(83.79)	101C/5478594 Thermostat Unit 3403
1008328	4/3/2024	TRUCK COUNTRY OF IOWA INC	(255.00)	Unit 3962 Sensor Nitrogen Oxide & Core
1008328	4/3/2024	TRUCK COUNTRY OF IOWA INC	(7.50)	101630632 101C/2871878NX Injector Doser
1008328	4/3/2024	TRUCK COUNTRY OF IOWA INC	(75.00)	Unit 2682 Kit EXH RCN Valve & core
1008328	4/3/2024	TRUCK COUNTRY OF IOWA INC	6,753.28	Unit 2703 Turbo charger kit Actuator
1008328	4/3/2024	TRUCK COUNTRY OF IOWA INC	27.70	101C/3883284 Seal ORing Unit 3218
1008328	4/3/2024	TRUCK COUNTRY OF IOWA INC	1,081.74	Unit 2683 Kit EXH RCN VALVE Sensor
1008328	4/3/2024	TRUCK COUNTRY OF IOWA INC	37.26	101F/ABP N01 8K855 Multi V-Belt, EPDM 8 Unit 3411
1008328	4/3/2024	TRUCK COUNTRY OF IOWA INC	391.08	101D/FG FF63041NN Fuel Filter
1008328	4/3/2024	TRUCK COUNTRY OF IOWA INC	663.92	101F/Fl W01 358 8027 Air Spring Unit 3408
1008328	4/3/2024	TRUCK COUNTRY OF IOWA INC	61.50	101D/DN P551855 Filter Fuel/Wtr Separator Unit 491
1008401	4/10/2024	TRUCK COUNTRY OF IOWA INC	70.12	101X/ROC-R24x24 Rubber Flap
1008401	4/10/2024	TRUCK COUNTRY OF IOWA INC	5.87	101F/2313265-011 Relay-12V Micro Spdt Unit 1916

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1008401	4/10/2024	TRUCK COUNTRY OF IOWA INC	11.74	101F23-13265-001 Relay-12 v Micro spdt unit 1916
1008401	4/10/2024	TRUCK COUNTRY OF IOWA INC	41.48	101F/KRC 082430 Anti Sail Rubber
1008401	4/10/2024	TRUCK COUNTRY OF IOWA INC	263.90	101F/DR10461052 Reman Starter Unit 1916
1008353	4/10/2024	TSCHIGGFRIE EXCAVATING	270.00	Flagger for Kelly Lane Miller Rd tree removal proj
513225	4/10/2024	UNION HOERMANN PRESS	111.84	FY2024 Franchise Fees
513226	4/10/2024	UNIVERSITY OF DUBUQUE	1,263.95	FY2024 Franchise Fees
241000017	4/11/2024	US BANK	14.00	SVC Fee Analysis SVC CHG
1008371	4/10/2024	VAN-WALL EQUIPMENT CO	131.61	Putting green cups and cup puller
1008384	4/10/2024	VERMONT SYSTEMS, INC	525.00	ADDITIONAL TRAINING HOURS ON NEW VERMONT SYSTEMS
1008329	4/3/2024	WELTER STORAGE EQUIPMENT CO INC	200.00	Used Deluxe Brand Steel
1008330	4/3/2024	WENZEL TOWING SERVICE	75.00	Tire Service Ford Explorer
1008402	4/10/2024	WENZEL TOWING SERVICE	225.00	Unit 3413 Towing Rear axle broke tow to Truck Co
1008363	4/10/2024	WILLIAM J O'BRIEN	263.98	Travel Reimb - IAWEA Annual Biosolids Conference
1008407	4/10/2024	WOODMAN ELECTRICAL CONTRACTORS	1,602.37	Fed Bldg - Issues with AHU 1&3
1008407	4/10/2024	WOODMAN ELECTRICAL CONTRACTORS	355.59	Fed Bldg - Issues with 2nd Fl Baseboard Heat
1008403	4/10/2024	ZOLL MEDICAL CORPORATION	1,658.16	RESQPOD ITD 10 For Ambulances
			<u>\$</u>	<u>2,180,363.64</u>

City of Dubuque  
City Council Meeting

Consent Items # 05.

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**ITEM TITLE:** Letter of Support for Canadian and Iowa Northern Railway Integration  
**SUMMARY:** City Manager providing a copy of a letter of support on behalf of the City of Dubuque in support of the Canadian and Iowa Northern Railway Integration  
**SUGGESTED DISPOSITION:** Suggested Disposition: Receive and File; Approve

**ATTACHMENTS:**

Description	Type
Letter of Support	Supporting Documentation



Office of the Mayor  
City Hall  
50 West 13<sup>th</sup> Street  
Dubuque, IA 52001-4845  
[www.cityofdubuque.org](http://www.cityofdubuque.org)

April 3, 2024

The Honorable Martin J. Oberman, Chairman  
Surface Transportation Board  
395 E. Street, S.W.  
Washington, DC 20423-0001

Re: *Canadian National Railway Company and Grand Trunk Corporation—Control—Iowa Northern Railway Company*, Docket No. FD 36744

Dear Chairman Oberman:

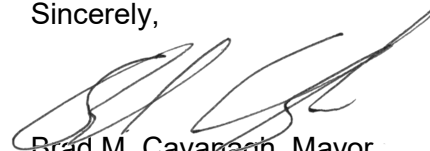
I am writing in support of the integration of Canadian National Railway Company (CN) and Iowa Northern Railway (IANR), for the advancement and benefit of the state of Iowa. As a public official that serves the people of Dubuque, it is my responsibility to support policies and regulatory efforts that will benefit my constituents—and this proposed combination would do just that.

After experiencing significant supply chain issues these past few years on a statewide and national scale, when an opportunity presents itself to improve the access and delivery of critical goods, we must pursue it. Through CN and IANR's combination, agricultural goods will be transported to major markets across the Midwest, like Chicago, more efficiently. Additionally, shippers will be able to reach a higher number of agricultural processing centers, like feed mills and soybean plants, enabling entry to different and more geographically diverse markets.

The marketplace will remain competitive and will enable shippers to continue choosing which option best suits their business and output goals.

CN has called Iowa home for many years and is looking to continue growing their business within the state. This commitment to Iowans should be rewarded as CN strives to build upon the great work done over the years by the team at Iowa Northern. I call on you and the rest of the Surface Transportation Board to do the right thing for Iowa by approving this acquisition.

Sincerely,



Brad M. Cavanaugh, Mayor  
City of Dubuque, Iowa

City of Dubuque  
City Council Meeting

Consent Items # 06.

**ITEM TITLE:** Pledge Agreement for an Iowa Partners for Conservation Grant

**SUMMARY:** City Manager recommending City Council authorize the mayor to sign a pledge agreement to partner with the Dubuque Soil and Water Conservation District (DSWCD), pledging an in-kind contribution in the amount of \$5,000 per year for a total of \$25,000 in support of a U.S. Department of Agriculture Natural Resources Conservation Service (NRCS) Iowa Partners for Conservation (IPC) grant in the amount of \$825,000.

**RESOLUTION** Pledging Support and up to \$25,000 In-Kind Local Matching Funds for the Dubuque Soil & Water Conservation District's Application for a \$825,000 U.S. Department of Agriculture Natural Resource Conservation Service Iowa Partners for Conservation Grant

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

**ATTACHMENTS:**

Description	Type
MVM Memo	City Manager Memo
Staff memo, Pledge Agreement in Support of Iowa Partners for Conservation Grant	Staff Memo
Resolution Authorizing Pledge Agreement for IPC Grant Application	Resolutions
Pledge Agreement in Support of DSWCD IPC Grant Application	Supporting Documentation

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

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

**SUBJECT:** Pledge Agreement for an Iowa Partners for Conservation Grant

**DATE:** April 9, 2024

Water & Resource Recovery Center Director Deron Muehring is recommending City Council authorize the mayor to sign a pledge agreement to partner with the Dubuque Soil and Water Conservation District (DSWCD), pledging an in-kind contribution in the amount of \$5,000 per year for a total of \$25,000 in support of a U.S. Department of Agriculture Natural Resources Conservation Service (NRCS) Iowa Partners for Conservation (IPC) grant in the amount of \$825,000.

The City's IPC grant will expire in August of 2024 and has provided tools and developed human infrastructure to facilitate the implementation of nutrient reduction practices throughout the Catfish Creek Watershed and even extending into Dubuque County. Advancements due to the grant included the development of:

- GIS mapping that indicates where viable structural conservation practices could be located on specific properties.
- Dubuque County Watersheds, a collaboration between Dubuque County, the City of Dubuque, and the Dubuque Soil and Water Conservation District aimed at addressing erosion-control, flood prevention, and water quality through a range of activities. Through comprehensive education and land stewardship programs, Dubuque County Watersheds strives to empower and support residents in taking responsibility for the well-being of our shared watersheds.
- Over thirty conservation management plans – personalized roadmaps designed to help landowners and agricultural producers address natural resource concerns such as soil erosion, water quality, wildlife habitat preservation, and other environmental issues.
- A farmer-to-farmer group where agricultural producers meet periodically to discuss and share ideas on conservation practices and any other common issues they face.

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  
Deron Muehring, Water & Resource Recovery Center Director  
Jenny Larson, Chief Financial Officer  
Willie O'Brien, WRRRC Plant Manager



**TO:** Michael Van Milligen, City Manager

**FROM:** Deron Muehring, Water & Resource Recovery Center Director

**SUBJECT:** Pledge Agreement for an Iowa Partners for Conservation Grant

**DATE:** April 8, 2024

### **INTRODUCTION**

The purpose of this memo is to seek authorization to partner with the Dubuque Soil and Water Conservation District (DSWCD), pledging an in-kind contribution in the amount of \$5,000 per year for a total of \$25,000 in support of a U.S. Department of Agriculture Natural Resources Conservation Service (NRCS) Iowa Partners for Conservation (IPC) grant in the amount of \$825,000.

### **BACKGROUND**

In 2007, the Dubuque Soil and Water Conservation District (SWCD) initiated the Catfish Creek Watershed project, which began as a small 9,000-acre project focused on utilizing urban and agricultural conservation practices to reduce sediment runoff to a treasured local cold-water trout stream.

In 2012, the City of Dubuque entered a 28e agreement with Dubuque County, the DSWCD, and the cities of Asbury, Peosta, and Centralia for the purposes of establishing the Catfish Creek Watershed Management Authority (CCWMA). The CCWMA's main mission is to assess flooding risks and water quality, and to allocate money for the purposes of water quality improvement and flood reduction.

In February of 2018, the City Council adopted Resolution 24-18 authorizing a City application for a U.S. Department of Agriculture Natural Resources Conservation Service (NRCS) Iowa Partners for Conservation (IPC) grant.

In 2018, based on the strength of its partnerships with the DSWCD and the CCWMA, the City was awarded a \$658,712 IPC grant.

### **DISCUSSION**

The City's IPC grant provided tools and developed human infrastructure to facilitate the implementation of nutrient reduction practices throughout the Catfish Creek Watershed and even extending into Dubuque County. Advancements due to the grant included the development of:

- GIS mapping that indicates where viable structural conservation practices could be located on specific properties.
- Dubuque County Watersheds, a collaboration between Dubuque County, the City of Dubuque, and the Dubuque Soil and Water Conservation District aimed at addressing erosion-control, flood prevention, and water quality through a range of activities. Through comprehensive education and land stewardship programs, Dubuque County Watersheds strives to empower and support residents in taking responsibility for the well-being of our shared watersheds.
- Over thirty conservation management plans – personalized roadmaps designed to help landowners and agricultural producers address natural resource concerns such as soil erosion, water quality, wildlife habitat preservation, and other environmental issues.
- A farmer-to-farmer group where agricultural producers meet periodically to discuss and share ideas on conservation practices and any other common issues they face.

The City's IPC grant will expire in August of 2024. To build on the progress to date, the DSWCD intends to apply for a 2024 IPC grant in the amount of \$825,000. If successful, the grant would run for a five-year period (2024-2029). The main objectives and goals of this grant would be to:

- Continue to grow and develop the Dubuque County farmer to farmer group.
- Extend (invite) the farmer-to-farmer group to Delaware and Jones Counties.
- Continue field days, outreach events, and annual conference.
- Continue writing conservation plans for farmers and assisting with NRCS programs and reporting (CPA-52).
- Develop a quantification dashboard that highlights agronomic (conservation) practices across a three-county region documenting nutrient reduction and pollutant load reductions.
- Assist with the Nutrient Reduction Exchange Program (NRE) and grow the program.
- Continue developing farmer relationships.
- Promote both public and private sector cost-share incentives available to producers.
- Provide additional funding to producers for innovative drone cover crop applications.

The DSWCD has identified the City of Dubuque as a partner along with Dubuque County; Delaware County; Jones County; Catfish Creek Watershed Management Authority; Maquoketa River Watershed Management Authority; Practical Farmers of Iowa; Women, Land, and Legacy (Jones, Delaware, Dubuque); and Innovative Ag Services.

In support of the grant, the DSWCD has proposed that the City would contribute up to \$5,000 per year (\$25,000 total) in staff time, in-kind contributions. While the details are

not to be determined, nutrient reduction practices implemented as part of the grant could go towards the City's wastewater permit nutrient reduction strategy.

As part of the grant application process, the DSWCD has requested that the City sign a pledge agreement documenting its support for the grant.

**RECOMMENDATION**

I recommend signing the attached pledge agreement that would document the City's support and an in-kind contribution of \$5,000 per year for a total of \$25,000 in support of the DSWCD's request for a U.S. Department of Agriculture Natural Resources Conservation Service (NRCS) Iowa Partners for Conservation (IPC) grant in the amount of \$825,000.

**BUDGET IMPACT**

If the IPC grant is awarded to the DSWCD, they would administer the grant. The City's costs would be limited to in-kind staff contributions not to exceed \$5,000 per year for a total of \$25,000.

**ACTION REQUIRED**

I respectfully request adoption of the attached resolution authorizing the mayor to sign a pledge agreement in support of the DSWCD's grant application for an NRCS IPC grant in the amount of \$825,000.

Attach.

Cc: Crenna Brumwell, City Attorney  
Jenny Larson, Chief Financial Officer  
Willie O'Brien, WRRRC Plant Manager

**RESOLUTION NO. \_\_\_\_\_ -24**

**RESOLUTION PLEDGING SUPPORT AND UP TO \$25,000 IN-KIND LOCAL MATCHING FUNDS FOR THE DUBUQUE SOIL & WATER CONSERVATION DISTRICT'S APPLICATION FOR A \$825,000 U.S. DEPARTMENT OF AGRICULTURE NATURAL RESOURCE CONSERVATION SERVICE IOWA PARTNERS FOR CONSERVATION GRANT**

**WHEREAS**, the City of Dubuque is party to the Agreement creating the Dubuque Soil and Water Conservation District (DSWCD), and

**WHEREAS**, the City Council adopted Resolution 102-12 authorizing an agreement with the DSWCD to create the Catfish Creek Watershed Management Authority, and

**WHEREAS**, the DSWCD is submitting an application for US Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS) Iowa Partners for Conservation (IPC) grant in the amount of \$825,000, and

**WHEREAS**, the scope of the grant-funded project includes watershed based nutrient reduction efforts that would benefit the Catfish Creek watershed, and

**WHEREAS**, the DSWCD has identified the City of Dubuque as a project partner and the City of Dubuque will benefit from the project partnership.

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

SECTION 1. Pledges an in-kind local match contribution of \$5,000 per year for a total of \$25,000, if in fact, the DSWCD is awarded the USDA NRCS IPC grant.

SECTION 2. Authorizes the Mayor to sign a pledge agreement in support of the DSWCD grant application.

Passed, adopted, and approved this 15<sup>th</sup> day of April 2024.

\_\_\_\_\_  
Brad M. Cavanagh, Mayor

Attest:

\_\_\_\_\_  
Adrienne Breittfelder, CMC, City Clerk

**Pledge Agreement**  
**Applicant In-Kind Contribution**

- 1) **Donor Organization:** City of Dubuque  
50<sup>th</sup> W. 13<sup>th</sup> St.  
Dubuque, IA 52001
  
- 2) **Applicant Organization:** Dubuque Soil and Water Conservation District
  
- 3) **Project Title:** *Growing the Farmer to Farmer Network and Increasing Aerial (Drone) Cover Crop and Buffer Acres in Northeast Iowa*
  
- 4) **Description of in-kind Contribution:** The City of Dubuque (Department of Water Resource and Recovery Center) is committing \$25,000 in an in-kind contribution of staff time, fringe benefits and indirect costs to this project.
  
- 5) **Pledge Statement:** The City of Dubuque pledges to make this contribution over the USDA 2024 Iowa Partners for Conservation (IPC) Grants funding period as an in-kind match to USDA NRCS IPC grant funds awarded to the Dubuque Soil and Water Conservation District project, *Growing the Farmer to Farmer Network and Increasing Aerial (Drone) Cover Crop and Buffer Acres in Northeast Iowa*.

Signature of Donor Organization Authorized  
Representative, City of Dubuque Mayor:

Signature of Applicant Organization Authorized  
Representative:

City of Dubuque  
City Council Meeting

Consent Items # 07.

**ITEM TITLE:** City Clerk's Office Promotion of Civic Engagement at the Multicultural Family Center's Teen Career Fair

**SUMMARY:** City Clerk submitting information on the City Clerk's Office booth at the Multicultural Family Center's Teen Career Fair that engaged students about the roles of Mayor and the City Council.

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

**ATTACHMENTS:**

Description	Type
Career Fair Summary	Supporting Documentation

On Tuesday, March 12 and Wednesday, March 13, 2024, the City of Dubuque AmeriCorps Program hosted a career fair at the Multicultural Family Center. This event was focused on middle school and high school students, and all City departments were invited to participate.

The City Clerk's Office staffed a booth, promoting "Be the Change", which is the AmeriCorps motto. We posed questions related to the Mayor and City Council, as well as the City Clerk's Office role within City Government. We made it into a game, complete with a "Wheel of Fortune" type spinning wheel. Players would spin and the number it landed on corresponded to the question they were asked. All answers were available on our "board of knowledge", and every participant won a prize...candy, of course, and an inspirational bracelet to motivate them to continue to "be the change".

We (in cooperation with Mayor Cavanagh's *picture*) also offered a chance to win a "Surprise Grand Prize" by submitting their idea(s) of what they would change...if they were Mayor! Everyone who participated was entered into the drawing for the *top-secret* prize (a pizza restaurant gift card). The gift card and congratulatory certificate was presented personally by Mayor Cavanagh to the winner, Logan Glover, a student at Washington Middle School. Thank you, Mayor!

Below are the responses from the participants. It was amazing to see how these young people were able to think about their community, put pencil to paper and arrive at some insightful and meaningful changes. It was quite a treat to read what they had to say!

We hope you enjoy the submissions.

The City of Dubuque City Clerk's Office

**CALLING ALL CITY DEPARTMENTS!**

The Multicultural Family Center is hosting a career week during spring break to help teach teens about jobs in our community. We will have a city career fair for both our middle school group and high school group.

**Middle School: March 12 from 9am-11:30am**  
**High School: March 13 from 12:30pm-3pm**

Both groups will start with an hour long career fair for teens to come and look at your tables followed by a city staff vs teens game time.

**Multicultural FAMILY CENTER**  
The Ruby Sutton Building | DUBUQUE

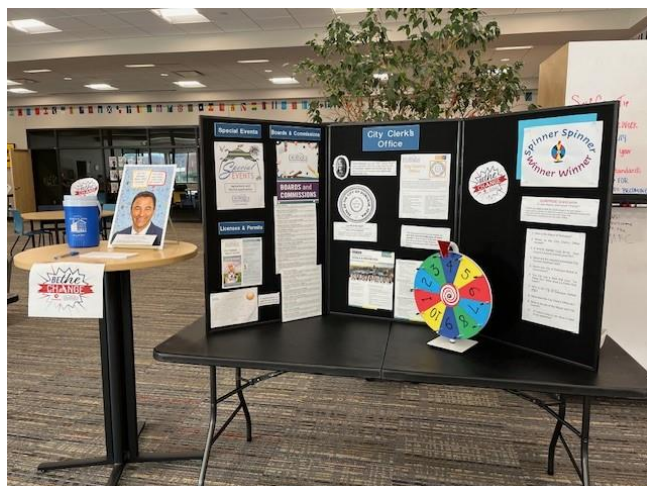
**Scan here to sign up!**

Questions?  
Contact Bailey Galle at [bgalle@cityofdubuque.org](mailto:bgalle@cityofdubuque.org)

Multicultural Family Center (MFC) | 1157 Central Ave. Dubuque, IA 52001 | (563) 582-3681 | [bgalle@cityofdubuque.org](mailto:bgalle@cityofdubuque.org) | [www.mfcdbq.org](http://www.mfcdbq.org)

## Submissions:

- Washington Middle School, grade 8:
  - The rulings banning transgender people from playing in the gender they identify as only sport, as well as repealing the ban on gender-affirming healthcare.
- Hempstead High School, grade 9:
  - Redo the Mall.
- Washington Middle School, grade 8:
  - The economy.
- Dubuque Senior High School, grade 9:
  - I would try my best to supply lots of money and food to homeless shelters, and to try and supply everyone to my fullest capability.
- Dubuque Senior High School, grade 9:
  - The involvement of the people. I would include more city-wide activities for the community to participate in.
- Jefferson Middle School, grade 7:
  - To have more swimming pools indoors and outdoors.
- Eisenhower Elementary School, grade 3:
  - I will let school be 9:30 – 2:30 and I will make school lunches better.
- Hempstead High School, grade 10:
  - More inclusivity for everyone.
- Roosevelt Middle School, grade 6:
  - I would make swings at all schools and more kid-friendly things to do here.
- Roosevelt Middle School, grade 6:
  - Stairs, I would make new stairs in schools.
- School of Life, 25-year-old teenager (how did this get in there):
  - I would make sure that all citizens are at a livable wage or have the means to get shelter. I would also make the City Council wear hats (crazy, funny, Halloween, any type) at all City Council meetings.





City of Dubuque  
City Council Meeting

Consent Items # 08.

**ITEM TITLE:** Recommended Sculptures for 2024-25 Art on the River Rotating Public Art Exhibition

**SUMMARY:** City Manager recommending approval of the Arts & Cultural Affairs Advisory Commission’s recommendation noted related to the 2024-25 Art on the River exhibit.

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

**ATTACHMENTS:**

Description	Type
MVM Memo	City Manager Memo
Memo	Staff Memo
Recommended Sculptures	Supporting Documentation

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

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

**SUBJECT:** Recommended Sculptures for 2024-25 Art on the River Rotating Public Art Exhibition

**DATE:** April 8, 2024

Arts & Cultural Affairs Manager Bonnie Spurling is recommending City Council approval of the Arts & Cultural Affairs Advisory Commission's recommendation noted related to the 2024-25 Art on the River exhibit.

The request uses approved FY25 budget allocations dedicated to Art on the River; the FY25 Art on the River budget provides up to 11 stipends of \$1,800 per sculpture with travel reimbursements of up to \$200 per artist.

The panelists' recommendation of 11 sculptures for exhibit plus 2 alternates was presented to the Commission for consideration on March 26, 2024. No additional installation concerns have been noted at this time. The Commission unanimously voted on March 26, 2024, to approve the recommendation as follows:

1. Concurrence with the community review panel's 11 sculpture selections:
  - a. Amelia Gotera, "If You Build It..."
  - b. Tim Adams, "Prairie Tussocks"
  - c. Chris Wubbena, "Action Reaction"
  - d. David Zahn, "Grace"
  - e. Andrew Arvanetes, "When A Man's An Empty Kettle"
  - f. John Bannon, "Drop"
  - g. Luke Achterberg, "Intersections"
  - h. Mark Hall, "Harmony"
  - i. Jeremy Rudd, "Longing"
  - j. Nathan Pierce, "Allura"
  - k. Steve Buduo, "Air Garden II"
2. Concurrence with the community panel's 2 alternate sculpture selections as needed by Staff to fill any exhibition voids that may arise if a recommended sculpture is unavailable:
  - a. Nathan Pierce, "Lil' Blue"
  - b. Bobby Scribner, "Races"

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  
Bonnie Spurling, Arts & Cultural Affairs Manager



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

**TO:** Mike Van Milligen, City Manager

**FROM:** Bonnie Spurling, Arts & Cultural Affairs Manager

**SUBJECT:** Recommended Sculptures for 2024-25 Art on the River Rotating Public Art Exhibition

**DATE:** April 2, 2024

## INTRODUCTION

This memorandum presents the recommended 2024-25 Art on the River sculpture selections as curated by a community jury panel and supported by the Arts & Cultural Affairs Advisory Commission (the Commission) for approval by the City Manager and City Council.

## BACKGROUND

The 2024-25 Art on the River (AOTR) will be the City's 18<sup>th</sup> edition of hosting this popular rotating exhibit of large-scale sculptural public art along the Mississippi Riverwalk in the Port of Dubuque. Each year, the program cultivates a new open-air gallery and community events that engage residents and visitors in a multi-faceted experience of one of our most significant and unique attractions, the Mississippi River. Sculptures are sourced through an open call and available for private purchase for a period of one-year; the 2024-25 exhibit will be on display from August 9, 2024, through late July 2025.

## DISCUSSION

Art on the River is produced annually and promoted throughout by the Office of Arts & Cultural Affairs in tandem with community volunteers and City staff. The current AOTR Planning Committee includes Commissioner Tom Robbins, community members Mary Armstrong, Ryan Decker, Gina Siegert, Jenni Petersen-Brant, and Brianna Thompson, and City staff member Mike Williams. The Planning Committee, in concurrence with the Commission, used the following process to arrive at this year's recommendation.

Theme: The theme "Art on the River: Culture and Conversation" was drafted by the Planning Committee and approved by the Commission to recruit submissions that have the ability to enlighten, educate, and affect communities and culture. Culture is learned, adaptive and shared. Our aim was to curate an exhibit that engages the community in conversations with each other and the artists behind the works; to encourage, challenge and educate, helping us to overcome barriers, and foster economic growth and community prosperity.

**Selection Process:** AOTR sculptures are identified through a national open call for art and community-driven selection process. Program guidelines are posted online and advertised broadly. Any interested artist can submit up to 3 entries for consideration at no cost through our online application portal. There is generally a 6-week window between when the call is released and when submissions are due. This year, we received 51 unique applications from 31 artists representing 11 states in the US, as well as India.

The Planning Committee engages 3 community members based on their expertise in public art, visual art exhibit curation, and / or in relation to the exhibit's theme to provide an objective recommendation of works to be exhibited from the submissions received. This year's 'community juror panel' included:

- Joseph Madrigal – Associate Professor of Art and Visual and performing Arts  
Department Head, Luther College, Decorah, Iowa
- Troy Aiken – Assistant Professor of Art, Clarke University, Dubuque, Iowa
- Dan Perry – Coordinator, Public Art Incubator and Sculpture Faculty, University of Northern Iowa, Cedar Falls, Iowa

Panelists independently review, score, and comment on submissions based on the criteria below:

- Theme Appropriateness: How well does the sculpture speak, both visually and through the artist's statements, to the 'Culture & Conversation' theme?
- Creativity: Does the making or presentation of the work demonstrate innovative, original approaches in bold, thoughtful, and / or well-crafted ways?
- Aesthetic Value: Will the work attract the public's attention? To what degree will the work add to from the Riverwalk's natural or built landscape?

After all scores were entered and then reviewed by Staff, panelists met virtually with Staff to collectively curate the exhibit based on said scoring. Until these final curating discussions, information that identifies the applying artist is absent from the process to support unbiased review of applications.

**Recommendation:** The panelists' recommendation of 11 sculptures for exhibit plus 2 alternates was presented to the Commission for consideration on March 26, 2024. No additional installation concerns have been noted at this time. The Commission unanimously voted on March 26, 2024, to approve the recommendation as follows:

1. Concurrence with the community review panel's 11 sculpture selections:
  - a. Amelia Gotera, "If You Build It..."
  - b. Tim Adams, "Prairie Tussocks"
  - c. Chris Wubbena, "Action Reaction"
  - d. David Zahn, "Grace"
  - e. Andrew Arvanetes, "When A Man's An Empty Kettle"
  - f. John Bannon, "Drop"
  - g. Luke Achterberg, "Intersections"
  - h. Mark Hall, "Harmony"
  - i. Jeremy Rudd, "Longing"

- j. Nathan Pierce, "Allura"
  - k. Steve Buduo, "Air Garden II"
2. Concurrence with the community panel's 2 alternate sculpture selections as needed by Staff to fill any exhibition voids that may arise if a recommended sculpture is unavailable:
- a. Nathan Pierce, "Lil' Blue"
  - b. Bobby Scribner, "Races"

### **BUDGET IMPACTS**

There are no new budget impacts associated with this request. The request uses approved FY25 budget allocations dedicated to Art on the River; the FY25 Art on the River budget provides up to 11 stipends of \$1,800 per sculpture with travel reimbursements of up to \$200 per artist.

### **RECOMMENDATIONS**

Staff requests the City Manager and City Council approve the Arts & Cultural Affairs Advisory Commission's recommendation noted above related to the 2024-25 Art on the River exhibit.

Following City Manager and City Council approval of the above, agreements as reviewed by Legal, will be presented to Artists for signature and forwarded to the City Manager for execution.

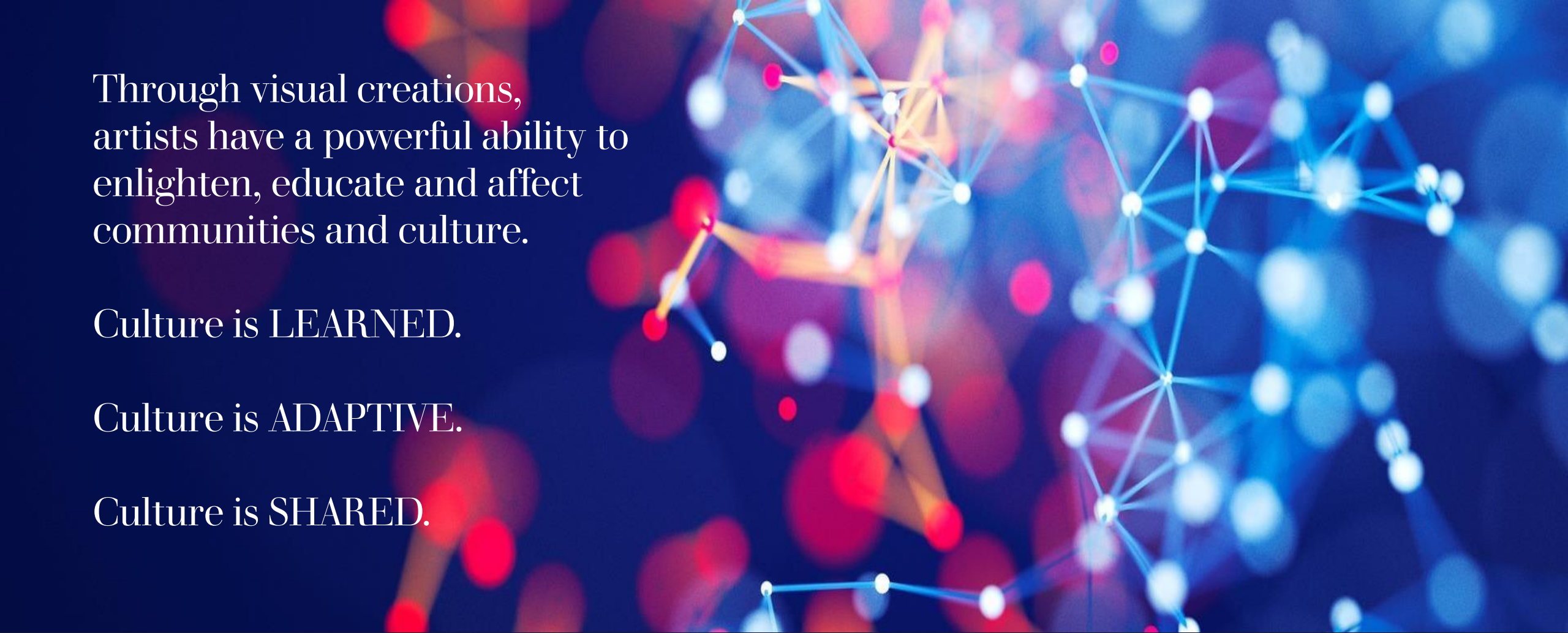
Cc: Jill Connors, Economic Development Director  
Jenny Larson, Director of Finance and Budget



# **Art** on the **River**

**2024-2025**

**Culture + Conversation**



Through visual creations,  
artists have a powerful ability to  
enlighten, educate and affect  
communities and culture.

Culture is **LEARNED**.

Culture is **ADAPTIVE**.

Culture is **SHARED**.

This exhibition consists of large scale, outdoor sculpture pieces that invite guests to get to know the  
artists through their work  
– who they are, where they're from, what they value, and what they believe.

These works were chosen as they express themselves boldly and authentically  
with the intent to encourage, challenge, and educate.

# Amelia Gotera, *Cedar Falls, IA*

## “If You Build It”

5' x 4' x 7'

My intent is that visitors of all ages and creeds, will enjoy the sensory, tactile, and visual experience of interacting with this artwork. The shapes of timeless classic toys and the recognizable building blocks of design build a powerful bridge of shared experience across cultural and generational bounds.

Assembled in a dynamic form that appears mid-motion, each block is activated by the conversations between the shapes. Windows create the opportunity to view the landscape from new and unique vantage points as park goers move around the sculpture.

I intend for the viewer to feel invited to reflect on learning through play, childhood magic, thinking outside the box, coming of age, and the universal language of the metaphorical and physical building blocks of the world around us.



# Tim Adams

*Webster City, IA*

## “Prairie Tussocks”

"Prairie Tussocks" is a representation of the beauty of the seed head that is more impressive when you consider it's been the food source that allowed the evolution of man! Even more impressive is that all native grasses have evolved over 100 million years by developing amazing adaptations to live with the constant wind and extreme weather conditions of the prairie. Iowa was once covered by prairie, and we are the most changed landscape in the world as we have moved to industrial farming. The Des Moines topsoil which once covered Iowa has now disappeared due to erosion. As a Landscape Architect, I have been concerned about the land and how we interact with it. Are we being good stewards of Iowa's land and water? Are we living interdependently with nature or are we taking it for granted?



5' x 3' x 8'

# Chris Wubbena

Jackson, MO

## “Action Reaction”

2' 6" x 4' 6" x 9' 10"

“Action Reaction”, inspired by classical figurative sculpture along with geologic and Neolithic rock formations, takes a closer look at the individual, the person, and the weight they assume.

The abstracted figurative form exists in a state of perpetual action and reaction as its stainless-steel body constructs and twists under a large, painted, rock-like mass.

The painted, layered histories accumulated atop the figurative form expresses the here and now with the use of applied text and imagery.



# David Zahn, *Moline, IL*

## “Grace”

72” x 18” x 22”

This sculpture is about how culture is always in a state of change. The featured face is based on ancient Greek faces and relics. The face is shown fragmented, and as the viewer walks around the sculpture the work becomes a totally nonobjective, or abstract piece. The work is meant to show that classical and modern thought can come together. It is also about the cyclical nature of things in these modern times. In art, culture, and ourselves we take in the past, live in the present, and look to the future.



Andrew Arvanetes, *Kankakee, IL*

"When A Man's An Empty Kettle"

6' x 4' x 7'6"

The sculpture's title is taken from a line in the Harold Arlen song from the classic film "The Wizard of Oz". I have been fascinated with the film since childhood. This sculpture pays tribute to this cultural experience common to us all.



# John Bannon

*Chicago, IL*

“Drop”

2' x 2' x 12'

"Drop" is an object/action metaphor symbolizing the current status of the global climate culture presented through the tenuous connection of a dewdrop clinging to a blade of grass.

The scale provides a unique perspective to suggest how one can experience nature.



# Luke Achterberg

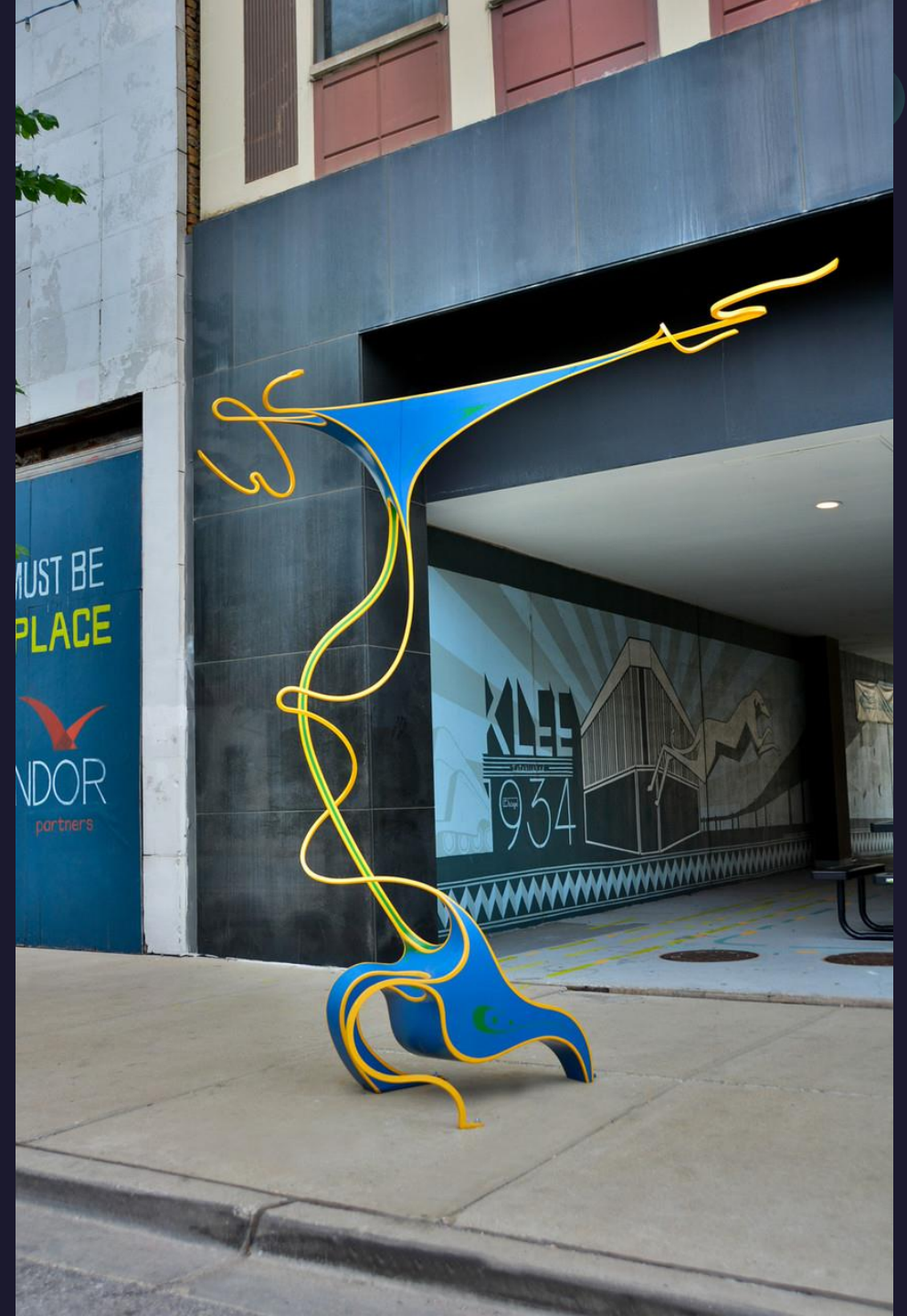
*Onalaska, WI*

## “Intersections”

3' x 7' x 9'

The work explores the contemporary subcultures of Americana found in automotive customizing, style writing, calligraphy, graffiti, comic books, snow/skateboarding and street art. These subcultures have found their way into mainstream culture recently and have gained celebration from society at large.

I am connecting the extremely high technical skills developed outside of academia in these blue-collar subcultural movements with the culture of white-collar fine art academic study. This sculpture is an attempt to create a connection, to stimulate conversation between two societal groups that are not usually in the same physical place, or headspace.



# Mark Hall, *Kasota, MN*

## “Harmony” 52" x 52" x 62"

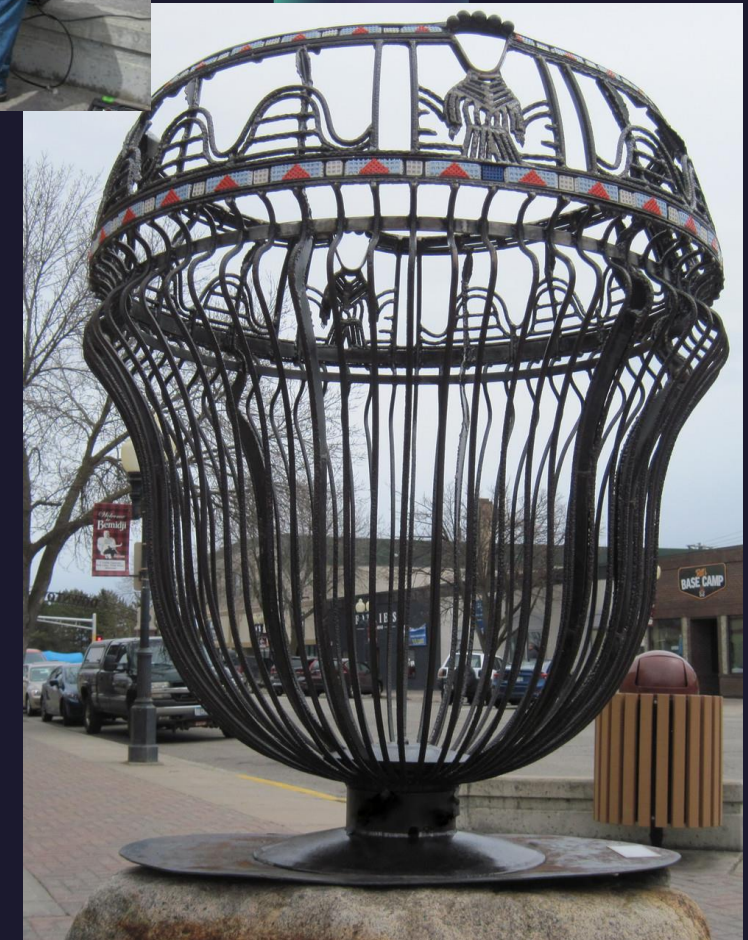


This 'Spirit Vessel' is inspired by a genuine ceramic burial vase dated 17th Century, near modern day Niagara Falls. It makes you wonder - viewing a clay vase never meant to be seen again.

There's a curious common history to explore as we honor ancestor's stories and realize our connections living together in peace.

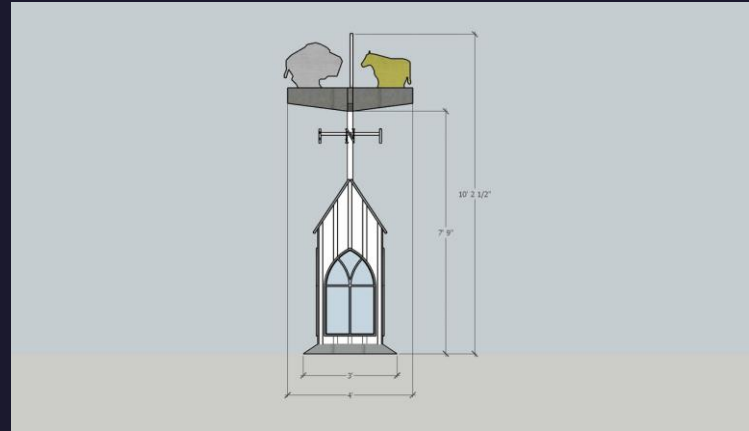
Instead of containing something, this vessel also promotes ideas. The beauty of harmony refers to many parts, working together as a whole.

Iroquois society was built on this foundation. Much can be learned studying another culture that worked so well!



Jeremy Rudd, *Dyersville, IA*

## “Longing”



36“ x 36“ x 120"

The sculpture depicts a steeple mounted weathervane. Atop is a scene of a Bison and a Bull staring at one another through a Mirror. The one looking longingly at the other. Similar in many ways but different in important ones. Each of them sees in the other something they lack.

Inspired by observing a pastured bull held back by a single electric wire, It occurred to me that the powerful animal was conditioned by culture and domesticated. It needed for nothing and was content to be kept fat and happy in its allotted place.

In stark contrast, wild bison generally will not be contained and go where they will. That freedom comes with its own risks and rewards. Winters are hard, the elements relentless. But the spirit of the bison is stronger for it and it can move to more favorable conditions as it needs.

Certainty versus uncertainty, safety weighed against freedom.

The grass always looks greener.



The relationship  
that this piece has with the  
environment communicates to the  
viewer.

It is this connection that  
helps activate our imagination,  
which helps us see the world  
differently.

In my most recent  
work I have been exploring the  
idea of unity and how we learn  
to feel connected through new  
perspectives.

Nathan Pierce  
*Cape Girardeau, MO*

“Allura”

3' x 3' x 7'



Steve Buduo,  
*Providence, RI*  
Score 1.92  
“Air Garden II”  
3'x3'x6' (w/ pedestal)

“Air Garden II” is a sculpture to be found.

What I mean by “found” is that each time one encounters the work, there is something new to discover, something mysterious, something unknown. And while there is a degree of excitement in such feelings of uncertainty, the sculpture is, at the same time, serene in its attitude.



# Nathan Pierce,

*Cape Girardeau, MO*  
(Alternate)  
“Lil Blue”  
5' x 5' x 4'

I love the surprise that we get from seeing out of the ordinary things in ordinary places.  
That moment of surprise helps bring awareness to our surroundings and creates an opportunity to reimagine our sense of place.

It is this connection that helps activate our imagination, which helps us see the world differently.

In my most recent work I have been exploring the idea of unity and how we learn to feel connected through new perspectives.



# Bobby Scribner

*Woodstock, IL*

“Races”

3.5' x 11' x 6'

Alternate

This work celebrates the reciprocal relationship between nature and culture, the natural inhabitants of water, and the human interaction with natural materials and other natural beings.





# Art <sup>on the</sup> River

Culture + Conversation

City of Dubuque  
City Council Meeting

Consent Items # 09.

ITEM TITLE:

alltogetherdubuque.com Website Produced Through the Iowa Department of Cultural Affairs' Iowa Arts & Culture Marketing Grant

SUMMARY:

Arts & Cultural Affairs Manager Bonnie Spurling is sharing the results of a \$15,000 grant award from the Iowa Department of Cultural Affairs (IDCA) Arts & Culture Marketing Grant program to support an umbrella communications campaign to capture and brand the uniqueness of Dubuque's creative and cultural assets.

SUGGESTED DISPOSITION:

Suggested Disposition: Receive and File

ATTACHMENTS:

Description	Type
MVM Memo	City Manager Memo
Staff Memo	Staff Memo
alltogetherdubuque web page	Supporting Documentation
alltogetherdubuque Branding	Supporting Documentation



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

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

**SUBJECT:** alltogetherdubuque.com Website Produced Through the Iowa Department of Cultural Affairs' Iowa Arts & Culture Marketing Grant

**DATE:** April 8, 2024

Arts & Cultural Affairs Manager Bonnie Spurling is sharing the results of a \$15,000 grant award from the Iowa Department of Cultural Affairs (IDCA) Arts & Culture Marketing Grant program to support an umbrella communications campaign to capture and brand the uniqueness of Dubuque's creative and cultural assets.

  
Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney  
Cori Burbach, Assistant City Manager  
Jill Connors, Economic Development Director  
Bonnie Spurling, Arts & Cultural Affairs Manager

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

**FROM:** Bonnie Spurling, Arts & Cultural Affairs Manager

**SUBJECT:** alltogetherdubuque.com Website Produced Through the Iowa Department of Cultural Affairs' Iowa Arts & Culture Marketing Grant

**DATE:** March 29, 2024

## **INTRODUCTION**

The purpose of this memorandum is to share the results of a \$15,000 grant award from the Iowa Department of Cultural Affairs (IDCA) Arts & Culture Marketing Grant program to support an umbrella communications campaign to capture and brand the uniqueness of Dubuque's creative and cultural assets.

## **BACKGROUND**

Iowa Arts & Culture Marketing Grants have supported efforts by arts and cultural organizations and other eligible entities to market their reopening or to publicize the resumption of activities and public re-engagement in creative and cultural experiences post-COVID. Funding for this program was established with \$1 million of Coronavirus Relief Funds from the CARES Act, directed to the Iowa Governor's Office, consistent with the Office's authority to provide economic relief to small businesses impacted by the public health emergency. The grant program sought to recognize the vital role of arts and culture in strengthening local economies and communities. Requests of up to \$20,000 could be submitted and no match was required.

City staff applied for the grant and were notified on October 27, 2021, of having received a \$15,000 award of the \$20,000 requested.

In addition to the award made to the City's Office of Arts & Cultural Affairs, a total of \$97,700 in awards were made to Dubuque-based arts and cultural organizations and venues through the IDCA's Iowa Arts & Culture Marketing Grant program.

At the time of application, no single marketing campaign or strategy existed to collectively market the breadth and variety of creativity-based, culture-bearing events, venues, and experiences available in Dubuque. Furthermore, no single entity was charged with the mission to do this work. As a priority strategy outlined in Dubuque's Arts and Culture Master Plan, a public / private Branding & Communications task force has been working

to fill that gap with the goal of developing and implementing a communications campaign proposed to be managed collaboratively by the City of Dubuque and Travel Dubuque.

The task force mentioned above with input through community stakeholder focus groups over 4 months in 2021 developed a creative brief to guide the project scope and timeline. Based on the creative brief, this grant proposed to support the development and implementation of a 2-phase communications campaign by a professional marketing firm to be secured through City RFP processes.

Phase I would realize the creation of a name and tagline for the brand, a logo, branded graphic elements, messaging, branding standards, a user-friendly toolkit, and the establishment of an online presence. Phase I was scheduled to take place January through June 2022.

Phase II would build out the digital presence established in Phase I into a robust and interactive website, purchase print and radio media buys, and produce general print collateral and 'guerrilla marketing' pieces of bus wraps, stickers, postcards, and the like for distribution and adoption by local creatives. Phase II was predicted to cost up to \$15,000 depending on scale of reach and features to be included. Phase II scope was tailored not to exceed funding secured.

The IDCA grant provided a unique and unexpected opportunity to jump start this campaign with significant resources.

## **DISCUSSION**

The grant funds have now accomplished the proposed work. City staff contracted with Gigantic Design Co. to develop the branding and marketing pieces. The results of this are the "alltogetherdubuque.com" website. Attached to this memo are visual examples of the site.

The interactive website, [alltogetherdubuque.com](https://alltogetherdubuque.com), was introduced to the creative's community and arts organizations on March 7, 2024, at a Creative's Café event. The website allows creatives and organizations the ability to enter their artistic and business information into the website, utilizing the site to promote their businesses at no cost. This will be a benefit to both established organizations as well as start-up businesses, especially those without a brick-and-mortar location. The site directory lists artists and creatives from multiple disciplines and practices, allowing anyone the opportunity to find a Dubuque artist or creative to spark a new connection or hire them for a project.

The branding element of the website allows the artistic community to connect with other local artists at AllTogetherDubuque events by using the AllTogether logo for social media posts. Artists and organizations that add information to the database will receive emails about upcoming opportunities and events. Anyone in the community can click on the link "Upcoming Events" to view the posted information regarding artistic performances, exhibits, and cultural affairs. All entries are reviewed before going live on the site.

**BUDGET IMPACT**

There has been no budget impact to the City, as the effort was covered with either grant or previously approved fiscal year carryovers for arts and culture.

**RECOMMENDATION/ACTION STEP**

This material is for informational purposes.

Cc: Jill Connors, Economic Development Director



Artists &  
Creatives

Business &  
Organizations

Upcoming  
Events

Creative  
Assets

Join N

For Artists

Join a **community** of  
**individuals** and **organizations**  
who are ready to **support**,  
**promote**, and **connect** with  
you.

ds

Choreographer

Composer

Director

DJ's

Graphic Designer

Instrumentalist

Live Painter



City of Dubuque  
City Council Meeting

Consent Items # 010.

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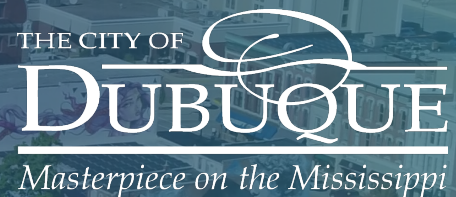
**ITEM TITLE:** Updated Version of Creating Housing Opportunities Brochure  
**SUMMARY:** City Manager providing an updated version of the Creating Housing Opportunities brochure.  
**SUGGESTED DISPOSITION:** Suggested Disposition: Receive and File

**ATTACHMENTS:**

Description	Type
Handout	Supporting Documentation

# CREATING HOUSING OPPORTUNITIES

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



**GRAND TOTAL:  
2,335 LOTS/UNITS  
PROPOSED AS OF MARCH 29, 2024**

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

\*Subdivision has additional phases

**TOTAL: 261**

Residential Development - Under Review			
Development	Location	# of Lots/Units	Use
Horizon Development	1301 Central Avenue	30 Units	Affordable Family Housing Apartment
Visitation/AHNI	900 Alta Vista Street	25 Units	Affordable Apartments
Carter Road Apartments	Carter Road	40 Units	Market-Rate Apartments
Union Park Place Apartments & Townhomes	North of NW Arterial	152 Units	Market-Rate Apts/Townhomes
Emri Apartments	Radford Road	48 Units	Affordable Family Housing Apartments
Farley & Loetscher, LLC	801 Jackson Street	126 Units	Market-Rate Apartments
1706 Central Ave Apartments	1706 Central Avenue	11 Units	Market-Rate Apartments
1701 Central Ave Apartments	1701 Central Avenue	4 Units	Market-Rate Apartments
799 Main Street Apartments	799 Main Street	36 Units	Market-Rate Apartments
Union at the Marina	1860 Hawthorne St.	201 Units	Affordable Family Housing
35 Locust Street Apartments	35 Locust Street	81 Units	Market-Rate Apartments/Mixed Use
Iowa Street Lofts	1248 Iowa Street	17 Units	Market Rate Apartments

**TOTAL: 771**

Residential Subdivision - Under Construction			
Development	Location	# of Units	Use
Switch Homes of Dubuque	End of Tiffany Court	84 Lots	Single-Family

**TOTAL: 84**

**ADDITIONAL DETAILS ON BACK**

## CONTINUED FROM PAGE 1

### Residential Subdivision - Under Review

Development	Location	# of Lots/Units	Use
South Pointe Phase 2	Soute Pointe Drive	21 Lots 22 Units	Single-Family Duplex

**TOTAL: 43**

### Residential Development - Approved

Development	Location	# of Lots/Units	Use
The Stacks	Ice Harbor Drive	187 Units	Market-Rate Apartments
Callahan Apartments	Bies Drive	56 Units	Market-Rate Apartments
Fox Hills Apartments	End of Plaza Drive	390 Units	Market-Rate Apartments

**TOTAL: 633**

### Multi-Family Development - Under Construction

Development	Location	# of Units	Use
Old Prescott School	1199 Central Avenue	12 Units	Market-Rate Apartments
Carich Property LLC Apartments	1734-36 Central Avenue	8 Units	Affordable/Market-Rate Apartments
1047 Bluff Street Apartments	1047 Bluff Street	2 Units	Market-Rate Apartments
1398 White Street Apartments	1398 White Street	2 Units	Market-Rate Apartments
Cedar Lake Apartments	Lake Ridge Drive	42 Units	Market-Rate Apartments
South Pointe	Rolling Creek Lane	6 Units	Market-Rate Townhomes
HG Apt LLC Apartments	2901 Central Avenue	18 Units	Market-Rate Apartments
744 Main Street	744 Main Street	2 Units	Market-Rate Apartments
Chadwick Block Apartments	249 W. 1st Street	4 Units	Market-Rate Apartments
St. Anthony's School	2175 Rosedale Avenue	22 Units	Market-Rate Apartments

**TOTAL: 118**

### Cooperative Community Development - Under Construction

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

**TOTAL: 35**

### Residential Development - Completed/Constructed

Development	Location	# of Units	Use
Gardens of Dubuque	1895 Radford Road	50 Units	Affordable Family Housing Apartment
Kretschmer Lofts	895 Washington Street	48 Units	Market-Rate Apartments
Roosevelt West	1865 Radford Road	44 Units	Affordable Senior Housing Apartment
Miller 4-Plex	3545 East Gate Court	4 Units	Market-Rate Apartments
Mount Carmel - Sisters of Charity Phase 1	1100 Carmel Drive	60 Units 46 Units 22 Units	Skilled Nursing Assisted Living Memory Care
Mount Carmel - Sisters of Charity Phase 2	1100 Carmel Drive	116 Units	Independent Living

**TOTAL: 390**

[www.cityofdubuque.org/incentives](http://www.cityofdubuque.org/incentives)



**SCAN ME**

City of Dubuque  
City Council Meeting

Consent Items # 011.

---

**ITEM TITLE:** 3000 Jackson Dubuque Brewing and Malting Building Update  
**SUMMARY:** City Manager 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_Updated 4.15.24	Staff 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:** April 10, 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 6<sup>th</sup> 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:** April 10, 2024

## **INTRODUCTION**

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

## **BACKGROUND**

In March the Housing Department reported to the City Council significant milestones towards the demolition of 3000 Jackson Street were being met by the owner. This included relocating utility poles, building new main power source sites for Prairie Farms, removing asbestos material, and gaining approval to haul hazardous construction materials to the DMSWA.

## **DISCUSSION**

All utilities have been relocated and the site is 100% ready for the demolition of the building at 3000 Jackson Street. Dave Zinser from Zinser Construction reports that his company is ready to mobilize back to the site to start the demolition. This includes having the crane at their company site ready for mobilization so there will not be delays on the part of the construction company.

City Staff received insurance information from the contractor last week after the City Council agenda was posted. Contractor David Zinser emailed the following on Monday April 15<sup>th</sup> at 6:07am:

*“Here is our schedule and plan going forward for the project:*

- *April 15th - 19th - Mobilize office trailer, dust control equipment, support equipment, crawler crane, excavator, loaders etc, assemble equipment and ready for work.*
- *April 22nd-26th - Abate upper windows, begin demolition of towers*
- *April 29th ongoing - continue demolition to completion, cleanup debris and remove from site as needed*

*Our intention is to continue demolition and cleanup as directed by the owner and with mutual agreement of the City of Dubuque that the structure and demolition of it is completed as required. Site will be left in a clean and workmanlike manner prior to demobilization.”*

Based on the continued miscommunication by the owner of the project with City Staff and other parties involved, City Staff informed Mr. Emerson that if work did not start the week of April 15<sup>th</sup>, municipal infractions will be issued each day in which work does not commence. The staff was clear that work could not stop. The schedule listed above would NOT result in municipal infractions, should it be adhered to.

Additionally, the city experienced high winds that knocked over temporary fencing at the site. The owner was informed this must be re-secured. The permanent fencing is still intact.

## **RECOMMENDATION**

This memo is for information only.

CC: Jill Connors; Economic Development Director  
Wally Wernimont, City Planner  
Michael Belmont, Asst. Housing & Comm Development Director



Housing & Community  
Development Department  
350 W 6<sup>th</sup> 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:** April 10, 2024

## **INTRODUCTION**

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

## **BACKGROUND**

In March the Housing Department reported to the City Council significant milestones towards the demolition of 3000 Jackson Street were being met by the owner. This included relocating utility poles, building new main power source sites for Prairie Farms, removing asbestos material, and gaining approval to haul hazardous construction materials to the DMASWA.

## **DISCUSSION**

All utilities have been relocated and the site is 100% ready for the demolition of the building at 3000 Jackson Street. Dave Zinser from Zinser construction reports that his company is ready to mobilize back to the site to start the demolition. This includes having the crane at their company site ready for mobilization so there will not be delays on the part of the construction company.

Dave Zinser reports that he is waiting on Steve Emerson to sign the agreement for the demolition, so they can obtain the additional insurance required by the City of Dubuque for the project. Mr. Zinser reports he is ready to start that insurance the day the agreement for the demolition is signed. Mr. Zinser also reports that Steve Emerson has not returned his phone calls inquiring when the agreement will be ready to be executed.

Steve Emerson has communicated with staff that he has given Zinser Construction the "go ahead" to start. However, on April 10<sup>th</sup> Mr. Emerson sent the following email to staff:

*"Here is the amendment to the contract I have with Zinser. The scope modification is acceptable to me, please confirm this meets your expectations."*

This email indicates that Mr. Emerson has not provided a "go ahead" to the contractor as he was still seeking continued approval from City Staff. This delay was not created by City Staff but the owner himself.

City Staff immediately responded to Mr. Emerson's inquiry about the "amendment to the contract" stating:

*"Our expectation is that the building will be demolished, and the site cleaned up. As we discussed, bringing the building down to a level that allows the city to reopen the streets is the immediate goal, however that does not mean that the work can stop there. It appears that this initial scope meets that immediate goal, provided that debris is cleaned up to a point that leaves a site that is safe to the adjacent neighbors."*

As of April 10<sup>th</sup>, at 1:00pm, this was the last correspondence with Mr. Emerson and Mr. Zinser.

Based on the continued miscommunication by the owner of the project with City Staff and other parties involved, City Staff informed Mr. Emerson that if work did not start the week of April 15<sup>th</sup>, municipal infractions will be issued each day in which work does not commence. The staff was clear that work could not stop.

Additionally, the city experienced high winds that knocked over temporary fencing at the site. The owner was informed this must be re-secured. The permanent fencing is still intact.

## **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 # 012.

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**ITEM TITLE:** Bloomberg Youth Climate Action Grant Award  
**SUMMARY:** City Manager recommending City Council approval to accept the Bloomberg Youth Climate Action grant award.  
**SUGGESTED DISPOSITION:** Suggested Disposition: Receive and File; Approve

**ATTACHMENTS:**

Description	Type
MVM Memo	City Manager Memo
YCAF Memo	Supporting Documentation



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

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

**SUBJECT:** Bloomberg's Youth Climate Action Grant Award Acceptance

**DATE:** April 10, 2024

Director of Sustainability Gina Bell is recommending City Council approval to accept the Bloomberg Youth Climate Action grant award.

In March 2024, we were awarded \$50,000 for Youth Climate Action. Dubuque is one of 100 cities selected from around the world, and one of 29 U.S. cities participating. The grant period runs April 1, 2024 – December 31, 2024. The program will disburse mini-grants for youth-led climate action outlined in the 50% by 2030 Climate Action Plan to move forward climate action in our city.

The grant award is \$50,000.00. An additional \$100,000.00 is potentially available in 2025. No match is required and there is no additional budget impact; however, the project will require staff time.

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  
Gina Bell, Director of Sustainability



**TO:** Michael Van Milligen, City Manager

**FROM:** Gina Bell, Director of Sustainability

**DATE:** April 3, 2024

**RE:** Bloomberg's Youth Climate Action Grant Award Acceptance

### **INTRODUCTION**

The purpose of this memo is to request City Council approval of a accepting the Bloomberg Youth Climate Action grant award.

### **BACKGROUND**

Last December (2023) Mayor Cavanagh and I attended the United Nations Conference of the Parties or COP28 in Dubai, United Arab Emirates. During the Local Climate Action Summit (LCAS), Michael Bloomberg announced a grant opportunity to Mayors participating in the LCAS to help fund global youth climate action. We submitted our letter of interest and recently received an invitation to submit a grant application. Building on the success of past youth-led climate actions by the Teen Resiliency Corps, and with the full support (including a pledge) from Mayor Cavanagh, we submitted the grant application, sharing both vulnerabilities facing Dubuque related to climate change as well as ideas for youth projects we'd like to fund. The grant offers \$50,000 to be administered as mini grants to youth, for youth led climate actions. The funding would address equity, sustainability, and resiliency, while providing capital and experiences for youth. Additionally, the work would directly support our 50% by 2030 Community Climate Action and Resiliency Plan.

### **DISCUSSION**

In March 2024, we were awarded \$50,000 for Youth Climate Action. Dubuque is one of 100 cities selected from around the world, and one of 29 U.S. cities participating. The grant period runs April 1, 2024 – December 31, 2024. The program will disburse mini-grants for youth-led climate action outlined in the 50% by 2030 Climate Action Plan to move forward climate action in our city.

### **BUDGET IMPACT**

The grant award is \$50,000.00. An additional \$100,000.00 is potentially available in 2025. No match is required and there is no additional budget impact; however, the project will require staff time.

### **REQUESTED ACTION**

I respectfully request the City Council approval to accept the Bloomberg Youth Climate Action grant.

## City of Dubuque City Council Meeting

### Consent Items # 013.

---

**ITEM TITLE:**

Sustainable Dubuque Grant Recommendation

**SUMMARY:**

City Manager recommending City Council approve the recommendations of the Resilient Community Advisory Commission regarding the Round 29 funding of the Sustainable Dubuque Community Grant program.

**RESOLUTION** Awarding Sustainable Dubuque Grant to the Boys and Girl Club of Greater Dubuque

**RESOLUTION** Awarding Sustainable Dubuque Grant to Jessica Paisley

**RESOLUTION** Awarding Sustainable Dubuque Grant to Mississippi River Revival, DBQ, Inc.

**RESOLUTION** Awarding Sustainable Dubuque Grant to the Oak View Group

**RESOLUTION** Awarding Sustainable Dubuque Grant to ReEvolution Farms

**RESOLUTION** Awarding Sustainable Dubuque Grant to St. Marks Youth Enrichment

**RESOLUTION** Awarding Sustainable Dubuque Grant to Dubuque Trees Forever

**SUGGESTED  
DISPOSITION:**

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

**ATTACHMENTS:****Description**

MVM Memo

Staff Memo

BGC\_SD Grants Round 29

Jessica Paisley\_SD Grants Round 29

Mississippi Revival\_SD Grants Round 29

OVG\_SD Grants Round 29

ReEvolution\_SD Grants Round 29

SMYE\_SD Grants Round 29

**Type**

City Manager Memo

Staff Memo

Resolutions

Resolutions

Resolutions

Resolutions

Resolutions

Resolutions





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

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

**SUBJECT:** Sustainable Dubuque Community Grant Award Recommendation

**DATE:** April 9, 2024

Director of Sustainability Gina Bell is recommending City Council approve the recommendations of the Resilient Community Advisory Commission regarding the Round 29 funding of the Sustainable Dubuque Community Grant program.

The following applications are recommended for funding:

<u>ORGANIZATION</u>	<u>PROJECT</u>	<u>AWARD</u>
Dubuque Trees Forever	Community Orchard	\$2,500.00
Boys and Girls Club of Greater Dbq.	Sustainable Garden	\$1,770.00
St. Marks Youth Enrichment	Apples for Students	\$2,500.00
Jessica Paisley	Eco-Fashion Community Event	\$2,500.00
Mississippi River Revival DBQ, Inc.	Midweek Market	\$2,500.00
ReEvolution Farms	Weed Mgmt.+ Prairie Enhancement	\$1,910.00
Grand River Center - Oak View Group	Microgreen System	\$1,370.00

Total recommended funding for this round is \$15,050.00. Two grant applications received less funding than requested. In accordance with newer guidance from the State Auditor, each grant includes a resolution to state public purpose.

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  
Gina Bell, Director of Sustainability



**TO:** Michael Van Milligen, City Manager

**FROM:** Gina Bell, Director of Sustainability

**SUBJECT:** Sustainable Dubuque Community Grant Award Recommendation

**DATE:** April 5, 2024

## INTRODUCTION

The purpose of this memo is to present the recommendations of the Resilient Community Advisory Commission (RCAC) for Round 29 of the Sustainable Dubuque Community Grant applications.

## BACKGROUND

In 2013, the City Council approved the Sustainable Dubuque Community Grant program to catalyze community leaders in the Sustainable Dubuque initiative. The grants are available to any residents, non-profits or businesses who propose a project that addresses at least one of the twelve sustainability principles, includes an element of community engagement or education in their project and aligns with an existing city plan.

\$25,000 was allocated for grant disbursement in FY24. Five (5) applications received the first round (October 2023) totaling \$12,450.00 in requested funding. Eight (8) applications were received in the second round (March 2024) but one was disqualified because it was from outside city limits. Total requested this round \$16,265. All commissioners were invited to submit their individuals scores and comments.

## DISCUSSION

The following applications are recommended for funding:

ORGANIZATION	PROJECT	AWARD
Dubuque Trees Forever	Community Orchard	\$2,500.00
Boys and Girls Club of Greater Dbq.	Sustainable Garden	\$1,770.00
St. Marks Youth Enrichment	Apples for Students	\$2,500.00
Jessica Paisley	Eco-Fashion Community Event	\$2,500.00
Mississippi River Revival DBQ, Inc.	Midweek Market	\$2,500.00
ReEvolution Farms	Weed Mgmt.+ Prairie Enhancement	\$1,910.00
Grand River Center - Oak View Group	Microgreen System	\$1,370.00

Total recommended funding for this round is \$15,050.00. Two grant applications received less funding than requested. In accordance with newer guidance from the State Auditor, each grant includes a resolution to state public purpose.

**REQUESTED ACTION**

I respectfully recommend City Council approve the recommendations of the RCAC regarding the Round 29 funding of the Sustainable Dubuque Community Grant program.

**ATTACHEMENTS**

Resolution\_Dubuque Trees Forever

Resolution\_Boys and Girls Club of Greater Dubuque

Resolution\_St. Marks Youth Enrichment

Resolution\_Jessica Paisley

Resolution\_Mississippi River Revival DBQ, Inc.

Resolution\_ReEvolution Farms

Resolution\_Grand River Center - Oak View Group

**RESOLUTION NO. \_\_\_\_\_ - 24**

**AWARDING SUSTAINABLE DUBUQUE GRANT TO THE BOYS AND GIRL CLUB OF GREATER DUBUQUE**

WHEREAS, the City Council adopts goals on an annual basis; and

WHEREAS, sustainability first appeared as a City Council goal in 2006; and

WHEREAS, in 2010 the City Council adopted the Dubuque Greenhouse Gas (GHG) Inventory, the first step in developing a Climate Action Plan (CAP) for Dubuque; and

WHEREAS, the inventory measured gases emitted by City operations for the baseline year 2003, and again for 2007, and predicted future emissions if business as usual occurred, and provided the City a tool to set emission reduction targets to improve and maintain healthy air quality; and

WHEREAS, a 2014 update to the GHG inventory revealed that the community had reduced their GHG emissions 11% since 2003, and

WHEREAS, the 2019 update to the GHG inventory reported a 27% reduction in GHG emissions since 2003; and

WHEREAS, the City Council adopted “The 50% by 2030 Plan” in 2013, and updated the plan in 2020, as a non-binding, voluntary effort to identify opportunities to reduce Dubuque’s community greenhouse gas emissions; and

WHEREAS, The 50% by 2030 Plan is used in the following ways:

- Informing officials during goal-setting and budget decisions,
- Informing businesses and individuals about potential emission and cost-saving options,
- Showcasing success stories,
- Providing a roadmap that can be added to or adjusted, and
- Exposing from where Dubuque’s GHG emissions really come; and

WHEREAS, sustainability has remained a goal; and

WHEREAS, the City Council in 2022 reaffirmed its commitment to sustainability by adopting the specific goal, “Sustainable Environment: Preserving and Enhancing Natural Resources”; and

WHEREAS, the City Council in 2022 reaffirmed its commitment to sustainability through partnerships by adopting the specific goal, “Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable”; and

WHEREAS, the City Council in 2022 reaffirmed its commitment to sustainability by adopting the specific goal, Livable Neighborhoods and Housing: Great Place to Live”; and

WHEREAS, the Sustainable Dubuque Grant program is the intersection of the City’s goals related to sustainability, equity, viability, partnerships, and the creation of housing, which is livable, affordable, and sustainable; and

WHEREAS, the Sustainable Dubuque Grant program meets the needs of the Dubuque community’s vision for sustainability; and

WHEREAS, efforts which address a Sustainable Dubuque principle and offer a community engagement activity or community education activity benefit the entirety of the community and the specifically adopted goals of the City Council; and

WHEREAS, the grant recipient shall create a sustainable garden; and

WHEREAS, the City Council believes it is in the best interest of the City of Dubuque to further sustainability efforts in the community for the benefit of all residents and visitors.

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

Section 1. The City Council hereby awards a Sustainable Dubuque Grant to THE BOYS AND GIRL CLUB OF GREATER DUBUQUE.

Section 2. The City Manager or his designee shall enter into a grant agreement with THE BOYS AND GIRL CLUB OF GREATER DUBUQUE and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved and adopted this \_\_\_\_ day of April 2024.

\_\_\_\_\_  
Brad Cavanagh, Mayor

Attest:

\_\_\_\_\_  
Adrienne Breitfelder, City Clerk

**RESOLUTION NO. \_\_\_\_\_ - 24**

**AWARDING SUSTAINABLE DUBUQUE GRANT TO JESSICA PAISLEY**

WHEREAS, the City Council adopts goals on an annual basis; and

WHEREAS, sustainability first appeared as a City Council goal in 2006; and

WHEREAS, in 2010 the City Council adopted the Dubuque Greenhouse Gas (GHG) Inventory, the first step in developing a Climate Action Plan (CAP) for Dubuque; and

WHEREAS, the inventory measured gases emitted by City operations for the baseline year 2003, and again for 2007, and predicted future emissions if business as usual occurred, and provided the City a tool to set emission reduction targets to improve and maintain healthy air quality; and

WHEREAS, a 2014 update to the GHG inventory revealed that the community had reduced their GHG emissions 11% since 2003, and

WHEREAS, the 2019 update to the GHG inventory reported a 27% reduction in GHG emissions since 2003; and

WHEREAS, the City Council adopted “The 50% by 2030 Plan” in 2013, and updated the plan in 2020, as a non-binding, voluntary effort to identify opportunities to reduce Dubuque’s community greenhouse gas emissions; and

WHEREAS, The 50% by 2030 Plan is used in the following ways:

- Informing officials during goal-setting and budget decisions,
- Informing businesses and individuals about potential emission and cost-saving options,
- Showcasing success stories,
- Providing a roadmap that can be added to or adjusted, and
- Exposing from where Dubuque’s GHG emissions really come; and

WHEREAS, sustainability has remained a goal; and

WHEREAS, the City Council in 2022 reaffirmed its commitment to sustainability by adopting the specific goal, “Sustainable Environment: Preserving and Enhancing Natural Resources”; and

WHEREAS, the City Council in 2022 reaffirmed its commitment to sustainability through partnerships by adopting the specific goal, “Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable”; and

WHEREAS, the City Council in 2022 reaffirmed its commitment to sustainability by adopting the specific goal, Livable Neighborhoods and Housing: Great Place to Live”; and

WHEREAS, the Sustainable Dubuque Grant program is the intersection of the City’s goals related to sustainability, equity, viability, partnerships, and the creation of housing, which is livable, affordable, and sustainable; and

WHEREAS, the Sustainable Dubuque Grant program meets the needs of the Dubuque community’s vision for sustainability; and

WHEREAS, efforts which address a Sustainable Dubuque principle and offer a community engagement activity or community education activity benefit the entirety of the community and the specifically adopted goals of the City Council; and

WHEREAS, the grant recipient shall host a sustainable fashion show; and

WHEREAS, the City Council believes it is in the best interest of the City of Dubuque to further sustainability efforts in the community for the benefit of all residents and visitors.

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

Section 1. The City Council hereby awards a Sustainable Dubuque Grant to Jessica Paisley.

Section 2. The City Manager or his designee shall enter into a grant agreement with Jessica Paisley and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved and adopted this \_\_\_\_ day of April 2024.

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Brad Cavanagh, Mayor

Attest:

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Adrienne Breitfelder, City Clerk

**RESOLUTION NO. \_\_\_\_\_ - 24**

**AWARDING SUSTAINABLE DUBUQUE GRANT TO MISSISSIPPI RIVER  
REVIVAL, DBQ, INC.**

WHEREAS, the City Council adopts goals on an annual basis; and

WHEREAS, sustainability first appeared as a City Council goal in 2006; and

WHEREAS, in 2010 the City Council adopted the Dubuque Greenhouse Gas (GHG) Inventory, the first step in developing a Climate Action Plan (CAP) for Dubuque; and

WHEREAS, the inventory measured gases emitted by City operations for the baseline year 2003, and again for 2007, and predicted future emissions if business as usual occurred, and provided the City a tool to set emission reduction targets to improve and maintain healthy air quality; and

WHEREAS, a 2014 update to the GHG inventory revealed that the community had reduced their GHG emissions 11% since 2003, and

WHEREAS, the 2019 update to the GHG inventory reported a 27% reduction in GHG emissions since 2003; and

WHEREAS, the City Council adopted “The 50% by 2030 Plan” in 2013, and updated the plan in 2020, as a non-binding, voluntary effort to identify opportunities to reduce Dubuque’s community greenhouse gas emissions; and

WHEREAS, The 50% by 2030 Plan is used in the following ways:

- Informing officials during goal-setting and budget decisions,
- Informing businesses and individuals about potential emission and cost-saving options,
- Showcasing success stories,
- Providing a roadmap that can be added to or adjusted, and
- Exposing from where Dubuque’s GHG emissions really come; and

WHEREAS, sustainability has remained a goal; and

WHEREAS, the City Council in 2022 reaffirmed its commitment to sustainability by adopting the specific goal, “Sustainable Environment: Preserving and Enhancing Natural Resources”; and

WHEREAS, the City Council in 2022 reaffirmed its commitment to sustainability through partnerships by adopting the specific goal, “Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable”; and

WHEREAS, the City Council in 2022 reaffirmed its commitment to sustainability by adopting the specific goal, Livable Neighborhoods and Housing: Great Place to Live”; and

WHEREAS, the Sustainable Dubuque Grant program is the intersection of the City’s goals related to sustainability, equity, viability, partnerships, and the creation of housing, which is livable, affordable, and sustainable; and

WHEREAS, the Sustainable Dubuque Grant program meets the needs of the Dubuque community’s vision for sustainability; and

WHEREAS, efforts which address a Sustainable Dubuque principle and offer a community engagement activity or community education activity benefit the entirety of the community and the specifically adopted goals of the City Council; and

WHEREAS, the grant recipient shall host and market a mid-week market featuring local products; and

WHEREAS, the City Council believes it is in the best interest of the City of Dubuque to further sustainability efforts in the community for the benefit of all residents and visitors.

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

Section 1. The City Council hereby awards a Sustainable Dubuque Grant to MISSISSIPPI RIVER REVIVAL, DBQ, INC.

Section 2. The City Manager or his designee shall enter into a grant agreement with MISSISSIPPI RIVER REVIVAL, DBQ, INC. and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved and adopted this \_\_\_\_ day of April 2024.

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Brad Cavanagh, Mayor

Attest:

---

Adrienne Breitfelder, City Clerk

**RESOLUTION NO. \_\_\_\_\_ - 24**

**AWARDING SUSTAINABLE DUBUQUE GRANT TO THE OAK VIEW GROUP**

WHEREAS, the City Council adopts goals on an annual basis; and

WHEREAS, sustainability first appeared as a City Council goal in 2006; and

WHEREAS, in 2010 the City Council adopted the Dubuque Greenhouse Gas (GHG) Inventory, the first step in developing a Climate Action Plan (CAP) for Dubuque; and

WHEREAS, the inventory measured gases emitted by City operations for the baseline year 2003, and again for 2007, and predicted future emissions if business as usual occurred, and provided the City a tool to set emission reduction targets to improve and maintain healthy air quality; and

WHEREAS, a 2014 update to the GHG inventory revealed that the community had reduced their GHG emissions 11% since 2003, and

WHEREAS, the 2019 update to the GHG inventory reported a 27% reduction in GHG emissions since 2003; and

WHEREAS, the City Council adopted “The 50% by 2030 Plan” in 2013, and updated the plan in 2020, as a non-binding, voluntary effort to identify opportunities to reduce Dubuque’s community greenhouse gas emissions; and

WHEREAS, The 50% by 2030 Plan is used in the following ways:

- Informing officials during goal-setting and budget decisions,
- Informing businesses and individuals about potential emission and cost-saving options,
- Showcasing success stories,
- Providing a roadmap that can be added to or adjusted, and
- Exposing from where Dubuque’s GHG emissions really come; and

WHEREAS, sustainability has remained a goal; and

WHEREAS, the City Council in 2022 reaffirmed its commitment to sustainability by adopting the specific goal, “Sustainable Environment: Preserving and Enhancing Natural Resources”; and

WHEREAS, the City Council in 2022 reaffirmed its commitment to sustainability through partnerships by adopting the specific goal, “Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable”; and

WHEREAS, the City Council in 2022 reaffirmed its commitment to sustainability by adopting the specific goal, Livable Neighborhoods and Housing: Great Place to Live”; and

WHEREAS, the Sustainable Dubuque Grant program is the intersection of the City’s goals related to sustainability, equity, viability, partnerships, and the creation of housing, which is livable, affordable, and sustainable; and

WHEREAS, the Sustainable Dubuque Grant program meets the needs of the Dubuque community’s vision for sustainability; and

WHEREAS, efforts which address a Sustainable Dubuque principle and offer a community engagement activity or community education activity benefit the entirety of the community and the specifically adopted goals of the City Council; and

WHEREAS, the grant recipient shall create a microgreens growing system and provide locally grown food for events; and

WHEREAS, the City Council believes it is in the best interest of the City of Dubuque to further sustainability efforts in the community for the benefit of all residents and visitors.

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

Section 1. The City Council hereby awards a Sustainable Dubuque Grant to the Oak View Group.

Section 2. The City Manager or his designee shall enter into a grant agreement with the Oak View Group and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved and adopted this \_\_\_\_ day of April 2024.

\_\_\_\_\_  
Brad Cavanagh, Mayor

Attest:

\_\_\_\_\_  
Adrienne Breitfelder, City Clerk

**RESOLUTION NO. \_\_\_\_\_ - 24**

**AWARDING SUSTAINABLE DUBUQUE GRANT TO REEVOLUTION FARMS**

WHEREAS, the City Council adopts goals on an annual basis; and

WHEREAS, sustainability first appeared as a City Council goal in 2006; and

WHEREAS, in 2010 the City Council adopted the Dubuque Greenhouse Gas (GHG) Inventory, the first step in developing a Climate Action Plan (CAP) for Dubuque; and

WHEREAS, the inventory measured gases emitted by City operations for the baseline year 2003, and again for 2007, and predicted future emissions if business as usual occurred, and provided the City a tool to set emission reduction targets to improve and maintain healthy air quality; and

WHEREAS, a 2014 update to the GHG inventory revealed that the community had reduced their GHG emissions 11% since 2003, and

WHEREAS, the 2019 update to the GHG inventory reported a 27% reduction in GHG emissions since 2003; and

WHEREAS, the City Council adopted “The 50% by 2030 Plan” in 2013, and updated the plan in 2020, as a non-binding, voluntary effort to identify opportunities to reduce Dubuque’s community greenhouse gas emissions; and

WHEREAS, The 50% by 2030 Plan is used in the following ways:

- Informing officials during goal-setting and budget decisions,
- Informing businesses and individuals about potential emission and cost-saving options,
- Showcasing success stories,
- Providing a roadmap that can be added to or adjusted, and
- Exposing from where Dubuque’s GHG emissions really come; and

WHEREAS, sustainability has remained a goal; and

WHEREAS, the City Council in 2022 reaffirmed its commitment to sustainability by adopting the specific goal, “Sustainable Environment: Preserving and Enhancing Natural Resources”; and

WHEREAS, the City Council in 2022 reaffirmed its commitment to sustainability through partnerships by adopting the specific goal, “Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable”; and

WHEREAS, the City Council in 2022 reaffirmed its commitment to sustainability by adopting the specific goal, Livable Neighborhoods and Housing: Great Place to Live”; and

WHEREAS, the Sustainable Dubuque Grant program is the intersection of the City’s goals related to sustainability, equity, viability, partnerships, and the creation of housing, which is livable, affordable, and sustainable; and

WHEREAS, the Sustainable Dubuque Grant program meets the needs of the Dubuque community’s vision for sustainability; and

WHEREAS, efforts which address a Sustainable Dubuque principle and offer a community engagement activity or community education activity benefit the entirety of the community and the specifically adopted goals of the City Council; and

WHEREAS, the grant recipient shall use sustainable weed management and make prairie enhancements; and

WHEREAS, the City Council believes it is in the best interest of the City of Dubuque to further sustainability efforts in the community for the benefit of all residents and visitors.

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

Section 1. The City Council hereby awards a Sustainable Dubuque Grant to REEVOLUTION FARMS.

Section 2. The City Manager or his designee shall enter into a grant agreement with REEVOLUTION FARMS and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved and adopted this \_\_\_\_ day of April 2024.

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Brad Cavanagh, Mayor

Attest:

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Adrienne Breitfelder, City Clerk

**RESOLUTION NO. \_\_\_\_\_ - 24**

**AWARDING SUSTAINABLE DUBUQUE GRANT TO ST. MARKS YOUTH ENRICHMENT**

WHEREAS, the City Council adopts goals on an annual basis; and

WHEREAS, sustainability first appeared as a City Council goal in 2006; and

WHEREAS, in 2010 the City Council adopted the Dubuque Greenhouse Gas (GHG) Inventory, the first step in developing a Climate Action Plan (CAP) for Dubuque; and

WHEREAS, the inventory measured gases emitted by City operations for the baseline year 2003, and again for 2007, and predicted future emissions if business as usual occurred, and provided the City a tool to set emission reduction targets to improve and maintain healthy air quality; and

WHEREAS, a 2014 update to the GHG inventory revealed that the community had reduced their GHG emissions 11% since 2003, and

WHEREAS, the 2019 update to the GHG inventory reported a 27% reduction in GHG emissions since 2003; and

WHEREAS, the City Council adopted “The 50% by 2030 Plan” in 2013, and updated the plan in 2020, as a non-binding, voluntary effort to identify opportunities to reduce Dubuque’s community greenhouse gas emissions; and

WHEREAS, The 50% by 2030 Plan is used in the following ways:

- Informing officials during goal-setting and budget decisions,
- Informing businesses and individuals about potential emission and cost-saving options,
- Showcasing success stories,
- Providing a roadmap that can be added to or adjusted, and
- Exposing from where Dubuque’s GHG emissions really come; and

WHEREAS, sustainability has remained a goal; and

WHEREAS, the City Council in 2022 reaffirmed its commitment to sustainability by adopting the specific goal, “Sustainable Environment: Preserving and Enhancing Natural Resources”; and

WHEREAS, the City Council in 2022 reaffirmed its commitment to sustainability through partnerships by adopting the specific goal, “Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable”; and

WHEREAS, the City Council in 2022 reaffirmed its commitment to sustainability by adopting the specific goal, Livable Neighborhoods and Housing: Great Place to Live”; and

WHEREAS, the Sustainable Dubuque Grant program is the intersection of the City’s goals related to sustainability, equity, viability, partnerships, and the creation of housing, which is livable, affordable, and sustainable; and

WHEREAS, the Sustainable Dubuque Grant program meets the needs of the Dubuque community’s vision for sustainability; and

WHEREAS, efforts which address a Sustainable Dubuque principle and offer a community engagement activity or community education activity benefit the entirety of the community and the specifically adopted goals of the City Council; and

WHEREAS, the grant recipient shall provide apples for students; and

WHEREAS, the City Council believes it is in the best interest of the City of Dubuque to further sustainability efforts in the community for the benefit of all residents and visitors.

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

Section 1. The City Council hereby awards a Sustainable Dubuque Grant to ST. MARKS YOUTH ENRICHMENT.

Section 2. The City Manager or his designee shall enter into a grant agreement with ST. MARKS YOUTH ENRICHMENT and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved and adopted this \_\_\_\_ day of April 2024.

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Brad Cavanagh, Mayor

Attest:

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Adrienne Breitfelder, City Clerk

**RESOLUTION NO. \_\_\_\_\_ - 24**

**AWARDING SUSTAINABLE DUBUQUE GRANT TO DUBUQUE TREES  
FOREVER**

WHEREAS, the City Council adopts goals on an annual basis; and

WHEREAS, sustainability first appeared as a City Council goal in 2006; and

WHEREAS, in 2010 the City Council adopted the Dubuque Greenhouse Gas (GHG) Inventory, the first step in developing a Climate Action Plan (CAP) for Dubuque; and

WHEREAS, the inventory measured gases emitted by City operations for the baseline year 2003, and again for 2007, and predicted future emissions if business as usual occurred, and provided the City a tool to set emission reduction targets to improve and maintain healthy air quality; and

WHEREAS, a 2014 update to the GHG inventory revealed that the community had reduced their GHG emissions 11% since 2003, and

WHEREAS, the 2019 update to the GHG inventory reported a 27% reduction in GHG emissions since 2003; and

WHEREAS, the City Council adopted “The 50% by 2030 Plan” in 2013, and updated the plan in 2020, as a non-binding, voluntary effort to identify opportunities to reduce Dubuque’s community greenhouse gas emissions; and

WHEREAS, The 50% by 2030 Plan is used in the following ways:

- Informing officials during goal-setting and budget decisions,
- Informing businesses and individuals about potential emission and cost-saving options,
- Showcasing success stories,
- Providing a roadmap that can be added to or adjusted, and
- Exposing from where Dubuque’s GHG emissions really come; and

WHEREAS, sustainability has remained a goal; and

WHEREAS, the City Council in 2022 reaffirmed its commitment to sustainability by adopting the specific goal, “Sustainable Environment: Preserving and Enhancing Natural Resources”; and

WHEREAS, the City Council in 2022 reaffirmed its commitment to sustainability through partnerships by adopting the specific goal, “Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable”; and

WHEREAS, the City Council in 2022 reaffirmed its commitment to sustainability by adopting the specific goal, Livable Neighborhoods and Housing: Great Place to Live”; and

WHEREAS, the Sustainable Dubuque Grant program is the intersection of the City’s goals related to sustainability, equity, viability, partnerships, and the creation of housing, which is livable, affordable, and sustainable; and

WHEREAS, the Sustainable Dubuque Grant program meets the needs of the Dubuque community’s vision for sustainability; and

WHEREAS, efforts which address a Sustainable Dubuque principle and offer a community engagement activity or community education activity benefit the entirety of the community and the specifically adopted goals of the City Council; and

WHEREAS, the grant recipient shall create a community orchard in a food desert; and

WHEREAS, the City Council believes it is in the best interest of the City of Dubuque to further sustainability efforts in the community for the benefit of all residents and visitors.

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

Section 1. The City Council hereby awards a Sustainable Dubuque Grant to DUBUQUE TREES FOREVER.

Section 2. The City Manager or his designee shall enter into a grant agreement with DUBUQUE TREES FOREVER and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved and adopted this \_\_\_\_ day of April 2024.

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Brad Cavanagh, Mayor

Attest:

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Adrienne Breitfelder, City Clerk

City of Dubuque  
City Council Meeting

Consent Items # 014.

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**ITEM TITLE:** Cities Forward Initiative Charter of Cooperation with Hermosillo, Mexico  
**SUMMARY:** City Manager recommending approval of a Cooperation Charter between Dubuque, Iowa, USA and Hermosillo, Sonora, Mexico.  
**SUGGESTED DISPOSITION:** Suggested Disposition: Receive and File; Approve

**ATTACHMENTS:**

Description	Type
MVM Memo	City Manager Memo
Memo_Charter of Cooperation	Staff Memo
Charter of Cooperation	Supporting Documentation



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

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

**SUBJECT:** Cities Forward Initiative Charter of Cooperation with Hermosillo, Mexico

**DATE:** April 8, 2024

Director of Sustainability Gina Bell is recommending City Council approval of a Cooperation Charter between Dubuque, Iowa, USA and Hermosillo, Sonora, MEXICO.

This memorandum of understanding serves as a formal agreement between the two cities, outlining our plans for technical assistance, shared knowledge, and an ongoing commitment to advance sustainability, resilience, and inclusion in both cities. There is no budget impact.

The three thematic areas we've agreed to focus on are: brownfields redevelopment, fleet electrification, and renewable energy. In addition, we will learn more about increasing tree canopy and community engagement.

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  
Gina Bell, Director of Sustainability



**TO:** Michael Van Milligen, City Manager

**FROM:** Gina Bell, Director of Sustainability

**SUBJECT:** Cities Forward Initiative Charter of Cooperation with Hermosillo, Mexico

**DATE:** April 4, 2024

## **INTRODUCTION**

The purpose of this memo is to request City Council approval of a Cooperation Charter between Dubuque, Iowa, USA and Hermosillo, Sonora, MEXICO.

## **BACKGROUND**

The City of Dubuque was one of twelve U.S. cities chosen to participate in the Cities Forward Initiative – a collaborative partnership of the U.S. Department of State, ICLEI – Local Governments for Sustainability, Resilient City Catalyst, and the Institute of the Americas. The program provides peer-to-peer exchange, capacity building and diplomatic engagement, all focused on implementing projects that solve critical urban challenges around sustainability, inclusivity, and resiliency and takes place over three years.

Cities Forward is guided by three key principles: 1) It will be city-led: local stakeholders will lead action plan design and local project implementation; 2) The least are first: actions taken must benefit the cities' poorest, most vulnerable citizens; and 3) Sustainability: solutions must be environmentally, economically, and socially sustainable.

In September 2023, City Councilor Laura Roussell and I traveled to Mexico City to meet our city partners from Hermosillo and attend the kickoff meeting and orientation.

## **DISCUSSION**

This memorandum of understanding serves as a formal agreement between the two cities, outlining our plans for technical assistance, shared knowledge, and an ongoing commitment to advance sustainability, resilience, and inclusion in both cities. The three thematic areas we've agreed to focus on are: brownfields redevelopment, fleet electrification, and renewable energy. In addition, we will learn more about increasing tree canopy and community engagement.

## **BUDGET IMPACT**

There is no budget impact.

## **REQUESTED ACTION**

I respectfully request City Council approval of the Charter of Cooperation between Dubuque and Hermosillo.

Attachments  
Cities Forward Initiative Charter

**Cities Forward Cooperation Charter Between  
Dubuque, Iowa, USA and Hermosillo, Sonora, MEXICO**

**Acuerdo de Cooperación entre Dubuque, Iowa, EEUU y Hermosillo, Sonora,  
MEXICO en el marco del programa Ciudades en Movimiento**

English	Español
<p style="text-align: center;"><b>MEMORANDUM OF UNDERSTANDING</b></p> <p><b>Parties</b> This Memorandum of Understanding (“MOU”) is made by and among the City of Dubuque, Iowa, and the City of Hermosillo, Mexico. The parties to this MOU may be referred to individually as “party” and/or “each party” and collectively referred to as “Party Members.”</p> <p>This cooperation charter outlines a commitment to bilateral communication and collaboration that would enhance sustainability, resilience, and inclusion in their respective communities. The Party Members enter into an agreement to work together to build and reinforce bilateral strategies for cooperation, peer-to-peer exchange, and knowledge sharing.</p> <p><b>1. <i>Cities Forward</i> Initiative:</b></p> <p>This agreement supports the <i>Cities Forward</i> initiative, a collaborative partnership of the U.S. Department of State, ICLEI-Local Governments for Sustainability, Resilient Cities Catalyst, and The Institute of the Americas, provides peer-to-peer exchange, capacity building, and city-to-city engagement, all focused on implementing projects that solve critical urban challenges around sustainability, inclusivity, and resiliency.</p> <p>These three key principles will guide <i>Cities Forward</i> Party Members:</p> <ul style="list-style-type: none"><li>• City-led: local stakeholders will lead action plan design and local project implementation.</li></ul>	<p style="text-align: center;"><b>MEMORANDUM DE ENTENDIMIENTO</b></p> <p><b>Partes</b> Este Memorando de Entendimiento (“MDE”) es un acuerdo entre la Ciudad de Dubuque, Iowa, Estados Unidos y la Ciudad de Hermosillo, Sonora, México. Las partes de este MDE podrán ser referidas individualmente como “parte” y/o “cada parte” y colectivamente referidos como “Las partes”.</p> <p>Este acuerdo de cooperación describe el compromiso de las dos ciudades para avanzar una colaboración bilateral con la finalidad de mejorar la calidad de las políticas públicas y acciones de sustentabilidad, resiliencia e inclusión en sus respectivas comunidades. Las partes firman un acuerdo para trabajar juntos, construir y reforzar estrategias bilaterales para la cooperación, intercambio entre pares y compartir conocimiento.</p> <p><b>1. Iniciativa <i>Ciudades en Movimiento</i>:</b></p> <p>Este acuerdo respalda la iniciativa <i>Ciudades en Movimiento</i>, una asociación colaborativa del Departamento de Estado de EE.UU, ICLEI-Gobiernos Locales para la Sustentabilidad, Resilient Cities Catalyst, y el Instituto de las Américas, la cual apoya el intercambio entre pares, el desarrollo de capacidades y compromiso de ciudad a ciudad, todo enfocado en implementar proyectos que resuelvan desafíos urbanos críticos en torno a la sostenibilidad, inclusividad y resiliencia.</p> <p>Estos tres principios claves guiarán a las partes en el programa <i>Ciudades en Movimiento</i>:</p> <ul style="list-style-type: none"><li>• Liderazgo de las ciudades: las partes interesadas liderarán el diseño del plan de acción y la implementación del</li></ul>

<ul style="list-style-type: none"> <li>• Inclusive: actions taken must benefit the cities' poor, underserved, and underrepresented residents.</li> <li>• Sustainable: solutions must be environmentally, economically, and socially sustainable.</li> </ul> <p><b>2. Parties Agree To:</b></p> <p>2.1 Designate a political and technical focal point for the implementation of this agreement.</p> <p>2.2 Participate in bilateral virtual meetings throughout the 3-year duration of the Cities Forward program. Additionally, at least 3 meetings will be held between now and June 2024, where the parties will have the opportunity to meet in person. These include the participation of political representatives during the 1st Hemispheric Dialogue and the ICLEI World Congress to be held in June 2024.</p> <p>2.3 Promote opportunities for bilateral knowledge exchange, through which each party can share successes and identify opportunities for learning and growth from their pairing.</p> <p>2.4 Participate in a bilateral cooperation cycle that will aim to jointly develop possible products that can be shared with other Cities Forward participants</p> <p>2.5 Commit to local stakeholder engagement and bringing the voices of the underserved and underrepresented members of their community into the bilateral discussions.</p> <p>2.6 Participate in bilateral calls for proposals, initially facilitated by ICLEI-Local Governments for Sustainability (USA, MECS, SAMS). The parties will also work to maintain ties and continue their collaboration towards the end of the program.</p> <p><b>3. Additional Explorations</b></p> <p>In addition to the agreements outlined above, the Parties agree to explore the following areas to enhance cooperation and peer-to-peer learning:</p>	<p>proyecto local.</p> <ul style="list-style-type: none"> <li>• Inclusión: las acciones que se tomen deben beneficiar a los grupos vulnerables y subrepresentados de las ciudades.</li> <li>• Sustentabilidad: las soluciones deben tener un enfoque ambiental, económico y sustentable.</li> </ul> <p><b>2.Las partes acuerdan:</b></p> <p>2.1. Designar un punto focal político y técnico para la implementación de este acuerdo.</p> <p>2.2 Participar en reuniones virtuales bilaterales a lo largo de los 3 años que abarca la duración del programa de Ciudades en Movimiento. Además, se llevarán a cabo un mínimo de 3 reuniones desde ahora hasta junio de 2024, mediante las cuales, las partes tendrán la oportunidad de reunirse en persona. Entre ellas, destaca la participación de representantes políticos durante el 1er Diálogo Hemisférico y el Congreso Mundial de ICLEI que se realizará en el mes de junio de 2024.</p> <p>2.3 Promover oportunidades para el intercambio bilateral de conocimientos, mediante el cual, cada parte pueda compartir éxitos e identificar oportunidades de aprendizaje y crecimiento a partir de su emparejamiento.</p> <p>2.4 Participar de un ciclo de cooperación bilateral que tendrá como objetivo el desarrollo en conjunto de posibles productos que puedan compartirse con otros participantes de Ciudades en Movimiento.</p> <p>2.5 Comprometerse a promover una cooperación entre los diversos actores de cada uno de los territorios, involucrando a las voces de grupos vulnerables y subrepresentados de su comunidad a las discusiones bilaterales.</p> <p>2.6 Participar en convocatorias bilaterales, inicialmente facilitadas por ICLEI-Gobiernos Locales para la Sustentabilidad (USA, MECS, SAMS). Las partes, además, trabajarán para mantener los lazos y continuar su colaboración hacia el final del programa .</p> <p><b>3. Exploraciones adicionales</b></p> <p>Además de los acuerdos descritos</p>
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### 3.1 Common Thematic Areas of Interest

- *Brownfields Redevelopment*
- *Fleet Electrification*
- *Solar Renewable Energy*

### 3.2 Goals

- *Facilitate information exchange on zoning and soil testing methodologies, alongside strategies for revitalizing spaces post-brownfield mitigation, incorporating urban greenery initiatives.*
- *Share detailed plans and results of the Hermosillo police fleet's electrification, including EVSE infrastructure, to benchmark and identify opportunities for replicating these successful models in Dubuque.*
- *Exchange insights on solar energy projects, emphasizing infrastructure expansion, technical assistance, and best practice sharing.*

### 3.3 Short & Medium Term Output Ideas

- *Document the cooperation process for effective communication and knowledge transfer among various city administration teams*

### 4. Term

This MOA shall become effective on the date all of the parties have signed this MOA and be in effect until May 31, 2026

It should be noted that, should elections be held in the city where this program is being developed for a change of government at local level, the party involved undertakes to integrate the theme of Cities Forward into its transition and change of administration process, in keeping with local laws and

anteriormente, las partes acuerdan explorar las siguientes áreas para mejorar la cooperación y aprendizaje entre pares:

### 3.1 Áreas Temáticas de Interés Común

- *Reurbanización de terrenos abandonados o restaurados*
- *Electrificación de flotas*
- *Energía renovable solar*

### 3.2 Goals

- Facilitar el intercambio de información sobre metodologías de zonificación y pruebas de suelo, junto con estrategias para revitalizar espacios después de la mitigación de terrenos baldíos, incorporando iniciativas de vegetación urbana.
- Compartir planes detallados y resultados de la electrificación de la flota policial de Hermosillo, incluida la infraestructura de EVSE, para establecer referencias e identificar oportunidades para replicar estos modelos exitosos en Dubuque.
- Intercambiar perspectivas sobre proyectos de energía solar, enfatizando la expansión de infraestructura, asistencia técnica y el intercambio de mejores prácticas.

### 3.3 Ideas de Resultados a Corto y Mediano Plazo.

- Documentar el proceso de cooperación para una comunicación efectiva y transferencia de conocimientos entre los distintos equipos de administración de la ciudad.

### 4. Término

Este MDE entrará en vigor en la fecha en que todas las partes lo hayan firmado y finalizará el 31 de mayo de 2026.

Cabe destacar que, en caso de que se realicen elecciones en la ciudad donde se esté desarrollando este programa para un cambio de gobierno a nivel local, la parte involucrada se

customs, in order to incorporate the commitments previously made in response to this call into the agenda of the new government structure.

**HERMOSILLO, SONORA, MÉXICO.**

Dated: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DUBUQUE, IOWA**

Dated: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

compromete a integrar el tema de Ciudades hacia Adelante en su proceso de transición y cambio de administración, de acuerdo con las leyes y costumbres locales, con el fin de incorporar los compromisos previamente establecidos en respuesta a esta convocatoria en la agenda de la nueva estructura gubernamental.

**HERMOSILLO, SONORA, MÉXICO.**

Fecha: \_\_\_\_\_

Firma: \_\_\_\_\_

Nombre: \_\_\_\_\_

Cargo: \_\_\_\_\_

**DUBUQUE, IOWA:**

Fecha: \_\_\_\_\_

Firma: \_\_\_\_\_

Nombre: \_\_\_\_\_

Cargo: \_\_\_\_\_

**City of Dubuque  
City Council Meeting**

**Consent Items # 015.**

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**ITEM TITLE:** Approve Jeffries Foundation Grant Application Submission and Authorize City Manager to Execute Grant Agreement and Contract for a Historic Structure Report for Eagle Point Park

**SUMMARY:** City Manager recommending City Council approval of the grant application to Jeffries Foundation Jeffris Heartland Fund to develop a Historic Structures Report (HSR) for the Alfred Caldwell designed buildings at Eagle Point Park in the amount of \$50,000 with a match amount of \$75,000 and authorize the City Manager to execute a grant agreement with the Jeffries Foundation and contract for the Historic Structures report.

**RESOLUTION** Authorizing the City Manager to execute an application for Jeffries Foundation Jeffris Heartland Fund Grant and authorizing the Leisure Services Director and the City Manager to approve the application

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

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
MVM Memo	City Manager Memo
Staff Memo	Staff Memo
Resolution	Resolutions
Application	Supporting Documentation
Consultant Proposal	Supporting Documentation



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

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

**SUBJECT:** Approve Jeffries Foundation Grant Application Submission and Authorize City Manager to Execute Grant Agreement and Contract for a Historic Structure Report for Eagle Point Park

**DATE:** April 10, 2024

Leisure Services Director Marie Ware and Planning Services Director Wally Wernimont are recommending City Council approval of the grant application to Jeffries Foundation [Jeffries Heartland Fund](#) to develop a Historic Structures Report (HSR) for the Alfred Caldwell designed buildings at Eagle Point Park in the amount of \$50,000 with a match amount of \$75,000 and authorize the City Manager to execute a grant agreement with the Jeffries Foundation and contract for the Historic Structures report.

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  
Marie Ware, Leisure Services Director  
Wally Wernimont, Planning Services Director  
Christine Happ Olson, Assistant Planner  
Stephen Fehsal, Park Division Manager  
Jared Charland, Project and Facilities Manager  
Nathan Kelleher, Budget/Financial Analyst  
Jenny Larson, Chief Financial Officer  
Barry Lindahl, Senior Counsel  
Tony Breitbach, Purchasing and Risk Manager

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

**FROM:** Marie Ware, Leisure Services Director *Marie Ware*  
Wally Wernimont, Planning Services Director *Wally Wernimont*

**SUBJECT:** Approve Jeffries Foundation Grant Application Submission and Authorize City Manager to Execute Grant Agreement and Contract for a Historic Structure Report for Eagle Point Park

**DATE:** April 9, 2024

## INTRODUCTION

The purpose of this memo is to request Mayor and City Council approval of the application to Jeffries Foundation [Jeffris Heartland Fund](#) to develop a Historic Structures Report (HSR) for the Alfred Caldwell designed buildings at Eagle Point Park and authorize the City Manager to execute a grant agreement with the Jeffries Foundation and contract for the Historic Structures report.

## BACKGROUND

Eagle Point Park is a National Register Historic District and a Dubuque Landmark Site. The site has a mixture of buildings that contribute to its history, which are in different stages of repair. To plan and utilize City funding wisely, an HSR is needed to assess and prioritize work to be accomplished on each of the historic structures.

Eagle Point Park has many structures (some of which are Caldwell designed) and an important cultural landscape. The previously budgeted city funding will not be enough to move forward all the work involved in an HSR for the site. We convened a team of Leisure Services and Planning Department staff to pursue additional sources of funds, identifying the Jeffris Family Foundation (Jeffris) and determined it a good fit for funding to develop the HSR. If a Heartland Fund grant is received from Jeffris, it could position the city to leverage additional funds for restoration from the structures, up to \$1 million matching funds for bricks and mortar.

Jeffris has a hands-on approach to projects and guided the City to work with a local 501c3. In a previous City Council action on March 8, 2024, Heritage Works was the

grant applicant with the city providing the matching funds for the grant. Heritage Works was then going to engage Wiss, Janney, Elstner Associates Inc. to complete the HSR. Heritage Works was prepared to work on the application to Jeffries for up to \$1 million in capital improvements to be matched with a \$1 million fundraising drive. After receipt of the grant application from Heritage Works, Jeffries reached out the City and requested that the City become the grant applicant due to changes in their granting structure. Heritage Works has acknowledged and understands this new request from Jeffries Foundation.

## **DISCUSSION**

The Jeffries Heartland Fund grant will support the Historic Structures Report for Eagle Point Park. The historic structure assessment will prioritize work to be accomplished on each of the Alfred Caldwell-designed historic structures. The project would be completed within one year of a grant award.

Eagle Point Park is dearly loved by our community. A completed HSR would provide the necessary information to pursue a challenge grant for bricks and mortar in the future. Heritage Works has been contacted and would assist with matching fundraising campaign in those later phases. The HSR will provide the details we as a city need to preserve the structures and cultural heritage of Eagle Point Park. Included with the work is an Order of Magnitude Costs that provides us with necessary estimates for fundraising. A successful project could further lead to additional bricks and mortar grants in the future from Jeffries through their [Capital Campaign Challenge Grants](#) program.

Anticipated Amount: \$50,000

Match Required: Yes

Match Funding Source: City of Dubuque capital funding (FY24)

Match Amount: \$75,000

Application Due Date: 4/16/24

Anticipated Notification Date: 4/19/2024

Anticipated Receipt of money: 5/6/2024

Departments Involved: Leisure Services, Planning Services

A specialized team has been assembled that is uniquely qualified to complete the HSR as the Eagle Point Park structures are one of a kind. A proposal by Wiss, Janney, Elstner Associates Inc. is enclosed. The Planning Department reviewed this proposal and supports it based upon the specific expertise in Alfred Caldwell buildings, Historic Structure Reports, and designs that Wiss, Janney, Elstner Associates Inc. bring to completing this project.

It is the intent after the HSR to work with Heritage Works on the bricks and mortar grant application through Jeffries and fundraising. The City would need a partner in this matching fundraising effort as City staff do not act as private fundraisers. In the past decade, Heritage Works has researched Eagle Point Park and has hosted community tours and educational sessions. They have relationships nationwide with experts,

historians, and architects familiar with the park, its Midwest aesthetic landscape style, and Caldwell. Duane Hagerty has cultivated a relationship with Tom Jeffris and the two other Jeffris trustees over the years.

Heritage Works has previous experience with Jeffris at Steeple Square and the Mathias Ham House. The Jeffris-funded Steeple Square project was completed in 2021. The Jeffris-funded Ham House project is in the fundraising stage for the bricks and mortar portion, scheduled for completion by June 2026. Heritage Works had leadership roles in both projects. An agreement would be developed later and brought forward for approval for the capital project campaign phase.

Preliminarily Heritage Works has agreed to be the fundraising agent should a capital project for Eagle Point Park historic structures be approved by Jeffris after application. The general structure discussed with Heritage Works for the contracted work of fundraising would be 5% of matching funds raised. For those funds the City seeks that do not require the fundraising services such as other grants applied for, the City would not pay Heritage Works. This fundraising payment structure is related to industry standard for fundraisers and an appropriate percentage.

Due to the complexity and specific knowledge needed to complete the project, this memo outlines each step that is recommended to be taken to create transparency for this project from start to contemplated steps for the future. Each of the steps outlined above were reviewed by a team of Senior Counsel Barry Lindahl, Purchasing and Risk Manager Tony Breitbach, Park Division Manager Steve Fehsal, Assistant Planner Chris Happ Olson, and both of us. It was found to be in compliance with city policy and processes.

## **GRANT OBJECTIVE**

The Jeffris Family Foundation invites applications for grants from the Jeffris Heartland Fund, to support the development of important historic preservation projects in the states of Iowa, Illinois, Indiana, Michigan, Minnesota, Missouri, Ohio, and Wisconsin. The decision to pursue a grant from the Jeffris Heartland Fund must be made in consultation with a Director of the Foundation to discuss your project and request a Jeffris Heartland Fund application form. Applications, once invited, are accepted at any time. Award notices are issued within approximately 30 days of receipt of the application.

Grants are made in the range of \$5,000 to \$50,000 to cover up to 50% the cost of an HSR and must be matched dollar-for-dollar with cash from sources unrelated to the Jeffris Family Foundation. Projects and their sponsors receiving grants from the Jeffris Heartland Fund, and completing a quality study in a timely manner – usually within one year – may be invited to submit a proposal to the Jeffris Family Foundation for a Capital Campaign Challenge Grant. The Jeffris Family Foundation will invite such proposals on a funds-available, competitive basis.

## **GOAL(S) ADDRESSED**

### **Council Goal: Diverse Arts, Culture, Parks, and Recreation: Experiences and Activities**

#### Outcome

Have well-built, well-maintained and upgraded parks, parks amenities and recreational/park facilities

#### Values(s)

Choice for residents' leisure time

Family-oriented activities for all generations

Accessible, equitable & diverse recreational and enrichment programs, facilities & activities

Enriches quality of life

Access to quality parks, facilities, and park amenities for all

## **BUDGET IMPACT**

The Leisure Services Department has Project 5543000002-100-64900, Account 100-55-0000-76-750-5570-00-02-64900 in FY24 for an Eagle Point Park historic structure report funded at \$75,000.

## **REQUESTED ACTION**

We request Mayor and City Council approval of the Jeffris Heartland Fund grant application to develop a Historic Structures Report (HSR) for the Alfred Caldwell designed buildings at Eagle Point Park and adopt the resolution. We also request approval to authorize the City Manager execution of a grant agreement with Jeffris and HSR contract with Wiss, Janney, Elstner Associates Inc.

Enclosure: Grant application to the Jeffris Family Foundation

cc: Christine Happ Olson, Assistant Planner  
Stephen Fehsal, Park Division Manager  
Jared Charland, Project and Facilities Manager  
Duane Hagerty, Heritage Works  
Nathan Kelleher, Budget/Financial Analyst  
Jenny Larson, Chief Financial Officer  
Barry Lindahl, Senior Counsel  
Tony Breitbach, Purchasing and Risk Manager

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

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPLICATION FOR JEFFRIES FOUNDATION JEFFRIS HEARTLAND FUND GRANT AND AUTHORIZING THE LEISURE SERVICES DIRECTOR AND THE CITY MANAGER TO APPROVE THE APPLICATION**

Whereas, the City of Dubuque wishes to find matching funds for already budgeted funds to complete a historic structures report for Eagle Point Park; and

Whereas, the City of Dubuque proposes to apply for funding through the Jeffries Foundation.

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

Section 1. That the City Manager hereby is authorized and directed to submit an application for the Eagle Point Park Historic Structures Assessment on behalf of the City of Dubuque.

Section 2. That the Leisure Services Director and the City Manager are hereby authorized to approve the application that is submitted to Jeffries Foundation.

Section 3. That the City Manager is hereby authorized and directed to forward said application and resulting standard executed contract to the respective agencies in a timely fashion and as required by the Jeffries.

Passed, approved and adopted this 15th day of April, 2024.

\_\_\_\_\_  
Brad M. Cavanaugh, Mayor

Attest:

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



## JEFFRIS HEARTLAND FUND 2023 Grant Application

**Application instructions: Please enter all answers directly into the grey fields next to the questions. Please limit your answers to the word count where indicated.**

### APPLICANT INFORMATION

**1. Name of Applicant:** The City of Dubuque

Address: 50 W. 13<sup>th</sup> St.

City: Dubuque

State: IA

Zip: 52001

Telephone: 563-589-4110

Fax: NA

E-Mail Address: ctymgr@cityofdubuque.org

Website: www.cityofdubuque.org

**2. Contact (individual responsible for project):**

Name: Marie Ware

Title: Leisure Services Director

Address: 2200 Bunker Hill Road

City: Dubuque

State: IA

Zip: 52001

Daytime Telephone: 563-589-4264

Fax: NA

E-Mail Address: mware@cityofdubuque.org

**Secondary Contact (questions):**

Name: Chris Happ Olson

Title: Assistant Planner

Address: 50 W. 13<sup>th</sup> St.

City: Dubuque

State: IA

Zip: 52001

Daytime Telephone: 563-589-4387

Fax: NA

E-Mail Address: colson@cityofdubuque.org

**3. Is the applicant a government agency or a tax-exempt organization pursuant to Section 501(c)(3) of the Internal Revenue Code, current in its annual tax filings with the Internal Revenue Service? Non-profit organizations must provide proof of their tax-exempt status before being considered and the status of tax filings for recent years will be verified.** ☒ YES ☐ NO

**4. Mission:** Briefly describe the goal or mission of your organization. Include an explanation of how it relates to the project under consideration for funding. (<75 words)

Our mission is “Dubuque city government is progressive and financially sound with residents receiving value for their tax dollars and achieving goals through partnerships. Dubuque city government’s mission is to deliver excellent municipal services that support urban living; contribute to an equitable, sustainable city; plan for the community’s future; and facilitate access to critical human services.” This project features partnerships, planning, and sustainability efforts that further the goals of the City and Jeffris.

## PROPERTY DESCRIPTION

**Describe the property that will be the focus of this study:**

**5. Property Name:** Alfred Caldwell Picnic Shelters at Eagle Point Park

**6. Property:**

Street Address: 2601 Shiras Avenue

City: Dubuque

State: Iowa

Zip: 52001

Population\*: 58,117

**7. Date(s) of Original Construction:** 1934-1936

**8. Architect or Designer (if known):** Alfred Caldwell

**9. Property Owner:** City of Dubuque

If the property owner is not the applicant, provide a letter of authorization from the property owner.

**10. Provide a concise description of the property under consideration for this project. Please explain the historic and current function of the property. (<100 words)**

The property is a site consisting of three limestone masonry buildings constructed as picnic shelters and accessory uses on the north side of Eagle Point Park in Dubuque, Iowa. Each of these buildings is connected by a network of flagstone walkways, promenades, plazas, and other site features. The northernmost building is the Stone Shelter. The easternmost building is the Bridge Promenade that spans the main entrance road through the park. The westernmost building was constructed as a utilitarian pumphouse and tool storage building. All three are still used as picnic shelters.

## HISTORIC SIGNIFICANCE OF THE SITE

**11.** The property must be individually listed on or have documentation that it is individually eligible for the National Register of Historic Places. Contributing structures within a National Register historic district also must be individually eligible for listing on the National Register of Historic Places. Priority will be given to sites of documented national and then statewide historic significance. **Sites of local significance are not be eligible.**

### Level of Significance of the Site:

National Historic Landmark ☐

Individually Listed or Eligible for National  
Register of Historic Places with National Significance ☐

Individually Listed or Eligible for National  
Register of Historic Places with Statewide Significance ☒

**12.** Describe the property's association with prominent figures of national, regional, or statewide importance, and/or with events of national, regional, or statewide significance. (<50 words)

In 1934, Dubuque utilized \$200,000 in WPA funds to improve Eagle Point Park, hiring Alfred Caldwell to design the first buildings in his career. He led over 200 men during the depths of the Great Depression. The park is considered one of the best WPA examples in Iowa.

**13.** Describe the architectural merit of the property, including association with designers of national, regional, or statewide importance, if applicable. (<50 words)

The young landscape architect Caldwell built a site that is more expansive, intact, and suited to the landscape than even Caldwell's later-designed National Historic Landmark Lily Pool in Lincoln Park, Chicago. The design emphasizes horizontality, and use of natural materials, including local limestone and timber.

14. Describe the decorative arts component of the property, if any. (<50 words)

Decorative arts are woven into each aspect of the site and buildings. The most apparent decorative component is the extensive limestone carving and placement of stones. Like a natural growth from the site, ledges, benches, mantles, fireplaces, light fixtures, and promenades unfold and are seamlessly integrated.

## PROPOSED ACTIVITY AND PLAN

15. Summarize the schedule for this immediate planning activity and how that fits into the overall schedule for development of the property. (<75 words)

Work on the HSR for the three buildings and immediately adjacent site features will begin in June, 2024 and be complete by March, 2025. If invited, we would likely apply for the Jeffris Challenge Grant in spring of 2026. The first phase of restoration could begin in spring or summer of 2027. The overall goal is to have restoration of all of Caldwell's work complete for the centennial celebration of the site's completion in 2037.

16. Has a consultant for the project been selected? If yes, please list consultant(s) below.

Heritage Works has selected a team that will be led by Wiss, Janney, Elstner & Associates (WJE). The WJE contacts will be Deborah Slaton and Mike Ford. They will manage the HSR process and write the HSR. WJE has extensive experience preparing HSRs for all types of projects and Slaton wrote NPS Preservation Brief #43 outlining the preparation and use of HSRs. Julia Bachrach Consulting, will be the historic consultant. Julia brings with her a wealth of knowledge related to Alfred Caldwell, including working with him when she was the historian for the Chicago Park District. Jeffrey Morton will join the team as the local architect. Jeff has years of experience with adaptive reuse of historic buildings projects, including work at Steeple Square. The City of Dubuque, as owners, will provide funding and leadership on-site, with representation from the Planning and Leisure Services Departments.

17. Describe how support from the Jeffris Family Foundation will be acknowledged. (<50 words)

Jeffris Family Foundation will be acknowledged in all public communications related to the project. The Jeffris logo will be included in any press releases, videos, website postings and social media, for which the team has control. Jeffris will also be acknowledged in the HSR.

## FINANCIAL INFORMATION

18. Jeffris Heartland Fund project budget:

Please note: **Total Project Income and Total Project Expenses must balance.**

<b>Income Sources</b>	<b>Amount</b>	<b>Expenses</b>	<b>Amount</b>
Jeffris Heartland Fund grant (amount requested from Jeffris Foundation)	<u>\$50,000</u>	Consultant Fees	<u>\$125,000</u>
Matching Funds (identify sources and note if funding is anticipated or secured)		Travel/per diem	_____
<u>City of Dubuque Grant</u>	<u>\$75,000</u>	Printing/Mailing Costs	_____
<u>(secured)</u>	_____	Photography Costs	_____
_____	_____	Other (specify):	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
<b>Total Project Income</b>	<u>\$125,000</u>	<b>Total Project Expenses</b>	<u>\$125,000</u>

19. Explain your plans to undertake a capital campaign within three years. (<75 words)

After an award of the Jeffris Challenge Grant, we plan to partner with Heritage Works to raise funds necessary to complete the awarded project. Heritage Works has a proven track record in fundraising. A public/non-profit partnership is critical to gain public support, which we desire from businesses, major individual donors, and the public at large including solicitation from Alfred Caldwell fans throughout the country. The City would take the lead on grants submissions.

## ORGANIZATIONAL EXCELLENCE

**20.** Describe an example of programming and/or services offered by your organization that are directly related to the property. In your answer, please explain how these programs/services help support your organization's mission. (<75 words)

Guided bus tour walk-on-service sharing Eagle Point Park and Caldwell history-ongoing. A two-day event sponsored by Heritage Works and supported by the city including an art exhibit, presentations, and tours of the landscape and buildings specifically focused on the work of Alfred Caldwell at the park, drawing over 750 participants-2016. A virtual tour of Caldwell landscapes and buildings developed for Heritage Works YouTube channel, raising awareness about these historic assets-2020.

**21.** Describe at least two examples of community support for your organization that relates to facility improvements. (<75 words)

11.5-acre donation of land to city by private citizen of land directly adjacent to Eagle Point Park next to tennis court area- 2019; \$164,195 Bridge Complex cedar shake roof replacement- 2021, \$832,500 ecological restoration project throughout the park included four grants and city funding- 2019-2020; Eagle Point Park designated as city landmark site- 2019; \$55,040 Indian Room cedar shake roof replacement- 2018

## CERTIFICATION

Acting as a duly authorized representative of the applicant, I am submitting this request for a Jeffris Heartland Fund grant.

Name: Michael C. Van Milligen

Title: City Manager

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

Date: \_\_\_\_\_

## SUBMITTAL

- Please read the application form carefully and contact the assigned Director of the Jeffris Family Foundation for clarification.
- Requested information or “not applicable” should be entered in the space provided.
- Incomplete, faxed or handwritten applications will not be considered.
- Materials submitted will not be returned.
- Submission of videos and oversized documents is discouraged.
- Letters of endorsement are useful, but not essential.
- Please keep attachments to a minimum. We will request any documentation and supplemental information if we deem it important.

Save the completed application form as a .pdf and email it to the Jeffris Family Foundation Administrative email ([peggy@jeffrisfoundation.org](mailto:peggy@jeffrisfoundation.org)) and copy the Foundation Director with whom you have been working.

- It is not necessary to include the Guidelines and Eligibility summary that precedes this form.
- Attach four (4) different digital images of the property illustrating its overall character and character defining features.
- Attach a copy of the Applicant’s Internal Revenue Service determination letter of tax-exempt status.
- Attach a letter of authorization from the property owner if needed.

Mail a hard copy of the application with requested and optional attachments to the Foundation office:

**Peggy Sheridan, Administrative Assistant**  
**Jeffris Family Foundation**  
**P.O. Box 1160**  
**Janesville, Wisconsin 53547-1160**



Wiss, Janney, Elstner Associates, Inc.

330 Pfingsten Road  
Northbrook, Illinois 60062  
847.272.7400 tel  
www.wje.com

April 8, 2024

Marie Ware  
Leisure Services Director  
The City of Dubuque  
1157 Central Avenue  
Dubuque, Iowa 52001

## Eagle Point Park Historic Structures Report

Scope of Services and Qualifications  
WJE No. 2024.0714

Dear Ms. Ware:

Wiss, Janney, Elstner Associates, Inc. (WJE) and our consultants, Julia Bachrach of Julia Bachrach Consulting, LLC, and Jeffrey Morton of Jeff Morton Associates, are pleased to provide this scope of services and qualifications information for preparation of a historic structures report (HSR) for Eagle Point Park in Dubuque, Iowa. We understand that the City of Dubuque will coordinate receipt of a grant from the Jeffers Foundation in support of funding this study, and that Heritage Works Dubuque will serve as an advisor to the City of Dubuque and the WJE team throughout the project.

As requested, the following information is provided:

- Scope of services letter (this document), including a brief qualifications overview
- WJE historic preservation qualifications overview
- WJE Historic Structures Report qualifications overview
- Resumes for key project personnel

## QUALIFICATIONS OVERVIEW

WJE project team personnel are nationally recognized in historic preservation and have wide-ranging experience in all aspects of planning, investigation, condition assessment, and repair and preservation. The WJE project team offers the following unique qualification for this project:

- A multi-disciplinary team of professionals, including historical architects, landscape architects, professional engineers, historians, and conservators, with extensive experience developing Historic Structure Reports and related studies.
- Extensive experience with Secretary of the Interior's Standards for the Treatment of Historic Properties, NPS *Preservation Brief 43: The Preparation and Use of Historic Structure Reports* (authored by WJE team member Deborah Slaton), the Secretary of the Interior's Standards and Guidelines for Architectural and Engineering Documentation, and NPS *Preservation Brief 36: Protecting Cultural Landscapes*, as well as other relevant codes and standards, and their application to historic properties.
- Team members with experience that greatly exceeds the Secretary of the Interior's Professional Qualification Standards in their respective disciplines.

- Experience with historic properties in the project area and region, and specifically other significant properties that were designed by Alfred Caldwell in the 1930s.

Please see the attached capability profiles for an overview of WJE experience in historic preservation and in the development of Historic Structures Reports.

## **Project Team Members**

### ***Mike Ford, Wiss, Janney, Elstner Associates, Inc.***

Mike Ford, WJE Senior Associate and Historical Architect, will be the project lead and coordinate the scope of services outlined below. In addition to managing the project team, he will participate in site work to document and evaluate the existing structures, and in developing the physical description, condition assessment, significance evaluation, and treatment recommendations for the report. He will also participate in compiling the final report and will attend meetings over videoconference. If the Additional Services described below are included in the scope of the project, Mr. Ford will coordinate laboratory materials and finishes studies performed by WJE in-house personnel.

### ***Deborah Slaton, Wiss, Janney, Elstner Associates, Inc.***

Deborah Slaton, WJE Principal and historian/conservator, will assist the project team in coordination and development of the report, and will edit the draft and final work product. She will also be available to support the project team throughout the work process.

### ***Julia Bachrach, Julia Bachrach Consulting, LLC***

Ms. Bachrach, principal of Julia Bachrach Consulting and historian, will perform the archival research, write the historical component of the report, and lead development of the evaluation of significance. She will be on site to attend the kickoff meeting and to document the existing landscape components within the study area, and to visit Dubuque locations that have relevant archival materials. Ms. Bachrach will collaborate with Robert E. Grese, Professor Emeritus of Environment and Sustainability, University of Michigan.

### ***Jeffrey Morton, Jeffrey Morton Associates***

Mr. Morton, principal of Jeffrey Morton Associates and historical architect, will participate in the site visit and assist in the development of the report. Mr. Morton will lead the development of measured drawings and assist in the coordination of the order of magnitude cost estimate and the topographic study. Mr. Morton will also attend the final presentation and meeting with the City of Dubuque.

The key project team members will be assisted by other WJE historical architects, engineers, and conservators as needed throughout the project.

Please refer to the attached resumes for key project team members.

## SCOPE OF SERVICES

Based on discussion with our understanding of your project requirements and our past experience with similar projects, we anticipate providing the following scope of services.

The project team will develop a Historic Structures Report following the guidance afforded in *National Park Service Preservation Brief 43: The Preparation and Use of Historic Structure Reports*. A single historic structure report will be prepared for the three subject structures. The study area will include the three historic structures and their immediate environs.

Tasks to be undertaken as part of this work effort will include the following:

1. **Research and Archival Documentation.** The project team will review documentation and relevant research materials provided to us by your office as well as research by the project team in local archives and in other sources accessed online. The research will be used in developing a historical context narrative for the report and will likely include an overview of the history of the Dubuque park system, Eagle Point Park, and Alfred Caldwell, as well as information specific to the subject structures, and changes and alterations made to them over the years. The research will be important in analyzing the significance and integrity of the structures and will also assist in developing a chronology of construction for the structures that will describe the buildings as originally constructed and will note any documented modifications.
2. **Site Visit.** Following notice to proceed, the project team will coordinate with the City of Dubuque to schedule an initial site visit to review existing conditions and conduct documentation. In conjunction with this site visit, representatives of the WJE project team will meet with available representatives of the City of Dubuque and Heritage Works Dubuque for orientation and to discuss the project. The multi-day site visit will include a visual assessment of the buildings conducted from grade, ladders, and safely accessible locations on the buildings (e.g., roofs, etc.) and include an evaluation of the existing architectural features and materials. Exterior features, including walls, roofs, windows and doors, and interior features such as floors, walls, trim, murals, and any built-in features (if present) will be reviewed and evaluated during the site visit. Adjacent site features such as exterior stairs, terraces, and railings that are integral to access and design of the structures will be evaluated as part of the study. Any visible components of the structural system will also be surveyed. Depending upon conditions observed, detailed structural analysis may be recommended for future consideration. The condition of exterior features and interior spaces, materials, and finishes will be reviewed and described, with particular attention to character-defining historic features. Information gathered during field work will be recorded with digital photographs, sketches, and written notes.
3. **Report Preparation.** WJE will prepare the HSR following guidance afforded by National Park Service *Brief 43 – The Preparation and Use of Historic Structure Reports*. We will provide a draft report for review by the City of Dubuque and relevant and invited entities (e.g., Heritage Works Dubuque) identified by your office. Comments provided by the City of Dubuque following review of the draft report will be addressed in the final report submittal as appropriate. The final report is expected to generally follow the report outline provided below:
  - Executive Summary

- Management Summary
- Developmental History
  - Historical context
  - Chronology of development and use
- Physical Description
  - Exterior and interior description of three buildings
  - Condition assessment (organized by material and system)
  - Material studies (if performed)
- Evaluation of Significance and Integrity
- Treatment Recommendations
  - Preservation objectives
  - Recommendations (organized by material and system)
  - Prioritization of repairs based on preservation objectives
- Order of Magnitude Costs
- Appendices (laboratory reports, paint analysis reports, measured drawings)

The report will be illustrated with photographs and annotated floor plans to supplement the description of the buildings and their features, as well as to highlight any notable features and conditions observed as part of this study and changes over time.

A cultural landscape assessment is not part of this study but may be recommended in the HSR. Archaeological assessment is also not a part of this scope of services. If archaeological studies have previously been performed at the site, we will review and briefly summarize the findings of these studies in the HSR.

4. **Order of Magnitude Costs.** Order magnitude of costs for the recommended work will be developed for the final report. Using the treatment recommendations provided in the report, cost information will be based on an itemized list of repairs. Working with a local contractor, the project team will develop order of magnitude costs to perform a scope of work recommended in the HSR and include the cost estimate as an appendix to the report.
5. **Meetings and Presentations.** In addition to the project kickoff meeting, to be held on site during the site visit, the project team anticipates one meeting via videoconference following comments from the draft HSR report. The intent of the meeting will be to discuss and clarify comments in preparation for finalizing the report. After the final report has been submitted, members of the project team will attend (either in person or videoconference) a public meeting in which the findings of the HSR will be presented by the City of Dubuque. The project team will be available to answer any questions following the presentation.
6. **Measured Drawings.** Measured drawings will be prepared to depict the existing conditions of the three buildings and adjacent site features within the study area. Development of the drawings will include several site visits to document the existing construction for drawing purposes. The drawings will include a site plan, floor plan(s), and four elevations for each structure and will be prepared using AutoCAD. The final drawings will be presented on a title block in the appendix to the report. The drawings may also be annotated and used as illustrations in the report.

## Additional Services

The above scope of work does not include further investigation to observed concealed conditions (e.g., inspection openings, nondestructive testing), structural analysis, or identification and testing of potentially hazardous materials (such as for lead, asbestos, or other materials that may be present.). If indicated by conditions observed, WJE will recommend further studies or analysis as part of the HSR and will be available to provide a proposal for *Additional Services* upon request.

We understand that the City of Dubuque is also interested in including additional services which may include the following as part of this HSR:

- **Laboratory Studies of Materials.** Laboratory studies may include the evaluation of materials and finishes. Specific services may include evaluation of mortar, stone, and interior wall finishes, which would be performed by WJE petrographers, chemists, conservators, and engineers. As part of this task, WJE will remove mortar and interior paint samples to be used in the evaluation during the site visit; sample locations will be coordinated with City of Dubuque representatives while on site. A laboratory petrographic examination will be performed to characterize the mortar material and provide information for an appropriate mortar for future repair and repointing efforts. (A more extensive chemical evaluation and analysis of the mortar is not included in this scope of services.) Finishes analysis will include evaluation of selected samples of interior wall finishes from the three buildings to determine the earliest extant finish. Our findings from these studies will be summarized in the HSR, with the laboratory analysis report and finishes analysis report included as an appendix to the HSR. A conservation plan and paint analysis of the murals and other artwork on site is not included in this evaluation but may be recommended in the HSR.

The exact scope and extent of sampling and analysis is unknown at this time and would likely be discussed on site as conditions at the three buildings are observed up close and under field microscope. Therefore, an allowance has been established based on our assumptions for the extent of services and will be refined during the site visit. Material sampling for the analysis would be performed during the site visit.

## Budget and Schedule

WJE proposes to complete the scope of services outlined in Tasks 1 through 6 above for a fixed fee of \$115,000. This fee includes the Historic Structures Report. Additional budget will be required to complete related studies as noted below. Fees for tasks listed below include direct expenses (primarily travel-related) that pertain to specific tasks.

Task #	Task	WJE
1	Research and Archival Documentation	\$12,500
2	Site Visit (with expenses)	\$15,000
3	Report Preparation	\$55,000

4	Order of Magnitude Costs	\$10,000
5	Meetings and Presentations	\$2,500
6	Measured Drawings	\$20,000
<b>Scope of Services (Tasks 1 through 6) Total</b>		<b>\$115,000</b>
ADDITIONAL SERVICES		
	Laboratory Studies of Materials (Allowance)	\$10,000
<b>Additional Services Subtotal</b>		<b>\$10,000</b>
TOTAL		\$125,000

We are available to work with the City of Dubuque to develop a project schedule upon confirmation of grant funding and receipt of notice to proceed for our project team.

Our project team greatly appreciates the opportunity to assist the City of Dubuque with the assessment and stewardship of this unique and important historic site and structures.

Sincerely,

**WISS, JANNEY, ELSTNER ASSOCIATES, INC.**



Mike Ford  
Senior Associate



Deborah Slaton  
Principal

**cc:** Christine Happ Olson, Assistant Planner, City of Dubuque

**Attachments:**

WJE Historic Preservation Services Overview  
WJE Historic Structures Reports Capability Profile  
Resumes for Key Project Team Members



## **WJE HISTORIC PRESERVATION QUALIFICATIONS**



## CAPABILITY PROFILE

# Historic Preservation Services

## National Register and National Historic Landmark Experience

### BACKGROUND

WJE is uniquely qualified to respond to the technical and aesthetic needs of architecturally significant and historic structures. WJE project personnel are nationally recognized leaders in the field of historic preservation. The firm has been recognized by the Harley J. McKee Award for Outstanding Contributions to Preservation Technology by the Association for Preservation Technology International (APT). Our preservation personnel have extensive experience working within federal, state, and local preservation guidelines and standards. WJE professional experience greatly exceeds the Secretary of the Interior's Professional Qualification Standards for Architectural History and for Historic Architecture. WJE has extensive experience working on properties listed on the National Register of Historic Places and National Historic Landmarks. Projects for which WJE has provided preservation services have included historic properties under the stewardship of the National Park Service, General Services Administration, State Historic Preservation Offices, and numerous other federal and state agencies as well as non-profit organizations.

### SCOPE OF SERVICES

WJE has extensive knowledge and experience in preservation architecture and engineering, as well as materials conservation, including past work on many studies, investigations, and construction projects for National Register and National Historic Landmark properties. WJE regularly completes historic preservation documents such as Historic Structure Reports, HABS/HAER documentation, National Register nominations, and historic district surveys. Our specialized technical services for historic properties include nondestructive evaluations, supported by our in-house materials science group.

WJE work on historic buildings and structures has included research and writing of numerous Historic Structure Reports and Cultural Landscape Reports; National Register, Historic American Building Survey, and Historic American Engineering Record documentation; condition assessments and investigations; facade and roofing repair and restoration projects; materials conservation studies and finishes analysis; structural analysis and upgrading; and cyclical maintenance planning. WJE preservation personnel are expert in the evaluation of historic properties and in the application of the Secretary of the Interior's Standards. In addition, WJE is familiar with government contracting requirements for federal and state work on listed historic structures, and regularly responds to the technical and logistical challenges inherent in investigating and implementing repairs at these historic structures.

Following is a partial list of National Historic Landmarks and National Register properties for which WJE has provided historic preservation services.

- Alcatraz Island, San Francisco, California
- American Museum of Natural History, New York, New York
- Andersonville National Historic Site, Andersonville, Georgia
- Angels Gate Lighthouse, Los Angeles Harbor, California
- Anheuser Busch Brewery, St. Louis, Missouri
- Auditorium Building, Chicago, Illinois
- Baker Beach, Battery Marcus Miller, Presidio, San Francisco, California
- Bathhouse Row, Hot Springs, Arkansas
- Battery 234 Battery Commander's Station/Coincidence Range Finder Tower, Fort Pickens, Gulf Islands National Seashore, Florida
- Battery Cullum-Sevier, Fort Pickens, Gulf Islands National Seashore, Florida
- Battery Hambright, Fort Pulaski, Savannah, Georgia
- Battery Langdon, Fort Pickens, Gulf Islands National Seashore, Florida
- Battery Spencer, Golden Gate National Recreation Area, Sausalito, California
- Biloxi Lighthouse, Biloxi, Mississippi
- Blue Ridge Parkway Historic Survey, Asheville, North Carolina
- Cape Canaveral Air Force Station, Brevard County, Florida
- Cape Hatteras Light Station, Buxton, North Carolina





## CAPABILITY PROFILE

# Historic Preservation Services

## National Register and National Historic Landmark Experience



- Cape Lookout Village, Carteret County, North Carolina
- Carson Pirie Scott and Company Store, Chicago, Illinois
- Castle Green, Pasadena, California
- Chagall mosaic, Les Quatre Saison, Chicago, Illinois
- Charles Gates Dawes House, Evanston, Illinois
- Chicago Board of Trade Building, Chicago, Illinois
- Church of the Holy Family, Cahokia, Illinois
- Colorado Street Bridge, Pasadena, California
- Cow Creek Adobe, Death Valley National Park, California
- Drakesbad Guest Ranch, Lassen Volcanic National Park, California
- Dry Tortugas National Park, Florida
- Eames House, Pacific Palisades, California
- Eastern Columbia Lofts, Los Angeles, California
- Evans' Rendezvous, American Beach, Florida
- Flamingo Mission 66 Developed Area, Everglades National Park, Florida
- Flat Top Estate (Moses H. Cone Memorial Park), Blowing Rock, North Carolina
- Faneuil Hall, Boston, Massachusetts
- Farnsworth House, Plano, Illinois
- Fisher Building, Detroit, Michigan
- Flamingo Mission 66 Developed Area, Everglades National Park, Florida
- Fort Atkinson, Fort Atkinson State Preserve, Fort Atkinson, Iowa
- Fort Barry Balloon Hangar, Marin Headlands, Golden Gate National Recreation Area, California
- Fort Casey, Battery Worth, Whidbey Island, Washington
- Fort Cronkhite (eighteen buildings), Golden Gate National Park, San Francisco, California
- Fort Jefferson, Dry Tortugas National Park, Florida – National Register nomination for Dry Tortugas (including fort and related structures and site)
- Fort Mason Building 201, Golden Gate National Park, San Francisco, California
- Fort Mason Tunnel Golden Gate National Park, San Francisco, California
- Fort Mott, Salem County, New Jersey
- Fort Pulaski, Savannah, Georgia
- Fort Raleigh National Historic Site, Roanoke Island, North Carolina
- Fort Sheridan, Highland Park, Illinois
- Gateway Arch, St. Louis, Missouri
- Gateway National Recreation Area, Staten Island, New York
- Georgia State Capitol, Atlanta, Georgia
- Good Fellow Club Youth Camp, Indiana Dunes National Lakeshore, Porter, Indiana
- Gulf Islands National Seashore, Florida
- HM-69 Nike Missile Base, Everglades National Park, Florida
- Hay House, Macon, Georgia
- Herbert Hoover Birthplace, West Branch, Iowa
- Horseshoe Bend National Military Park, Alabama
- Hollyhock House, Los Angeles, California
- Hotel Florence, Pullman Historic District, Chicago, Illinois
- Illinois State Capitol, Springfield, Illinois
- Isabella Stewart Gardner Museum, Boston, Massachusetts
- Jardinette Apartments, Los Angeles, California
- John F. Kennedy Center for the Performing Arts, Washington, D.C.
- Kennesaw Mountain National Battlefield, Marietta, Georgia
- Kingsley Plantation, Florida
- Kirby Cove, Golden Gate National Recreation Area, Sausalito, California
- Liberty Memorial, Kansas City, Missouri
- Main Lodge, Glacier Bay National Park and Preserve, Alaska
- Mammoth Cave National Park, Kentucky
- Marquette Building, Chicago, Illinois

- Marshall Field Company Store, Chicago, Illinois
- Martin Luther King, Jr., Memorial Library, Washington, D.C.
- Martin Luther King, Jr., National Historical Park, Atlanta, Georgia
- Merchants' Exchange Building, Philadelphia, Pennsylvania
- Metropolitan Museum of Art, New York, New York
- Milwaukee Federal Building and U.S. Courthouse, Milwaukee, Wisconsin
- Mining Support Structures, Fort Pickens, Gulf Islands National Seashore, Florida
- Minneapolis State Capitol, St. Paul, Minnesota
- Mississippi State Capitol, Jackson, Mississippi
- Mitchell Park Horticultural Conservatory Domes, Milwaukee, Wisconsin
- Mount Vernon Historic High School, Alexandria, Virginia
- Natchez National Military Park, Natchez, Mississippi
- Nebraska State Capitol, Lincoln, Nebraska
- Neon Museum, Las Vegas, Nevada
- New York Public Library, New York, New York
- Nicodemus National Historic Site, Nicodemus, Kansas
- Ninety-Six National Historic Site, Ninety Six, South Carolina
- Noland House, Harry S Truman National Historic Site, Independence, Missouri
- North Dakota State Capitol, Bismarck, North Dakota
- Pacific Asia Museum, Pasadena, California
- Paradise Inn and Annex, Mount Rainier National Park, Washington
- Pennsylvania Academy of the Fine Arts, Philadelphia, Pennsylvania
- Pennsylvania State Memorial, Gettysburg National Military Park, Pennsylvania
- Pensacola Harbor Defense Project, Gulf Islands National Seashore, Florida: National Register nomination (multiple resources)
- Perry's Victory and International Peace Memorial, Put-In-Bay, Ohio
- Picasso sculpture (untitled), Chicago, Illinois
- Presidio of San Francisco, San Francisco, California
- Philadelphia City Hall, Philadelphia, Pennsylvania
- Philadelphia Savings Fund Society (PSFS) Building, Philadelphia, Pennsylvania
- Pigtail Bridge, Wind Cave National Park, South Dakota
- Portsmouth Village, Carteret County, North Carolina
- Presidio Trust, Building 640, San Francisco, California
- Raspberry Island Lighthouse, Apostle Islands National Lakeshore, Wisconsin
- Rancho San Andres Castro Adobe, Watsonville, California
- Rangers Club, Yosemite National Park, California
- Reconstruction Era National Monument, Beaufort, South Carolina
- Reliance Building, Chicago, Illinois
- Richmond Shipyard No. 3, Richmond, California
- St. Elizabeths West Campus, Washington, D.C.
- Ste. Genevieve Historic District, Ste. Genevieve, Missouri
- S. C. Johnson Company, Racine, Wisconsin
- San Francisco Maritime Museum, San Francisco, California
- San Jacinto Monument, Houston, Texas
- Sears, Roebuck & Company Mail Order Building, California
- Shark Valley Tower, Everglades National Park, Florida
- Smithsonian Institution, Washington, D.C.
- Stones River National Battlefield, Murfreesboro, Tennessee
- Teweles Seed Tower Apartments, Milwaukee, Wisconsin
- Texas State Capitol, Austin, Texas
- Tuskegee Airmen National Historic Site, Alabama



## CAPABILITY PROFILE

- Tuskegee Institute, Alabama
- Union Building, Keweenaw National Historical Park, Michigan
- United States Custom House, New Orleans, Louisiana
- Unity Temple, Oak Park, Illinois
- Vicksburg National Military Park, Vicksburg, Mississippi
- Volcano House, Hawai'i Volcanoes National Park
- Washington Monument, Washington, D.C.
- Washington National Cathedral, Washington, D.C.
- Wawona Hotel, Yosemite National Park, California
- West Baden Springs Hotel, West Baden Springs, Indiana
- White Wolf Historic District, Yosemite Valley, California
- Willa Cather Childhood Home, Red Cloud, Nebraska
- Wisconsin State Capitol, Madison, Wisconsin
- Woolworth Building, New York, New York
- Wright Brothers National Memorial Visitor Center, Kill Devil Hills, North Carolina



## **WJE HISTORIC STRUCTURE REPORT QUALIFICATIONS**



### BACKGROUND

A Historic Structure Report (HSR) is a type of study created by the National Park Service that is generally commissioned by the property owner for a building or structure that has been designated as historically or architecturally significant. The HSR provides a historical context; a record of original construction and changes over time, including past work on the historic structure; an assessment of current conditions, and treatment recommendations for future work. The HSR combines the results of historical research and field investigations to guide the decision-making process for the historic structure. (Deborah Slaton of WJE is author of the *National Park Service Preservation Brief 43: Preparation and Use of Historic Structure Reports.*)

WJE has prepared Historic Structure Reports for a private, institutional, and governmental clients, for building types ranging from vernacular to monumental. A typical HSR scope of services includes archival research and document review, investigation and documentation of existing conditions, analysis of historic significance and integrity, and development of treatment recommendations. The study may also include preparation of record photography and measured drawings, as well as specialized WJE services such as historic finishes analysis, structural analysis, or laboratory materials investigation.

### REPRESENTATIVE HISTORIC STRUCTURE REPORTS

- Alligator Reef Lighthouse, Islamorada, Florida
- Ash Grove, Fairfax County Park Authority, Vienna, Virginia
- Battery Hambright, Fort Pulaski National Monument, Savannah, Georgia
- Battery Cullum-Sevier, Fort Pickens, Gulf Islands National Seashore, Pensacola, Florida
- Battery Langdon, Fort Pickens, Gulf Islands National Seashore, Pensacola, Florida
- Battery 234 CFS/BCS Tower, Fort Pickens, Gulf Islands National Seashore, Pensacola, Florida
- Bluffs Lodge, Doughton Park, Blue Ridge Parkway, Laurel Springs, North Carolina
- Bollman House, Los Angeles, California
- Castillo San Cristóbal, San Juan National Historic Site, San Juan, Puerto Rico (*in progress*)
- Cedar Point Ruins, Timucuan Ecological and Historic Park, Jacksonville, Florida
- Charles Pinckney Snee Farm National Historic Site, Sullivan's Island, South Carolina
- Clemyjontri House, McLean, Virginia
- Coquille River Lighthouse, Bullards Beach State Park, Bandon, Oregon
- Coronado Theater, Rockford, Illinois
- Darrah Hall, Reconstruction Era National Monument, Penn Center, South Carolina
- Evans' Rendezvous, American Beach, Florida
- Fairfax Arms, Fairfax County Park Authority, Colchester, Virginia
- Flamingo Mission 66 Developed Area and HM-69 Nike Missile Site, Everglades National Park, Florida

## REPRESENTATIVE HISTORIC STRUCTURE REPORTS (CONTINUED)

- Forks-of-the-Road Bridge, Natchez National Historical Park, Natchez, Mississippi
- Flamingo Developed Area, Everglades National Park, Florida (multiple structures)
- Fort Atkinson, Fort Atkinson State Preserve, Fort Atkinson, Iowa
- Fort Pickens and Battery Pensacola, Gulf Islands National Seashore, Jacksonville, Florida (in progress)
- Fort Pulaski, Fort Pulaski National Monument, Savannah, Georgia
- Gateway Arch, Jefferson National Expansion Memorial, St. Louis, Missouri
- George Washington Carver Museum, Tuskegee Institute, Tuskegee, Alabama
- Grand Coulee Dam, Washington
- HM-69 Nike Missile Site, Everglades National Park, Florida (multiple structures)
- Hoskins House and Coble Barn, Guilford Courthouse National Military Park, Greensboro, North Carolina
- Hotel Florence, Pullman State Historic Site, Chicago, Illinois
- Hungry Horse Dam, Montana
- Illinois State Capitol, Springfield, Illinois
- Janelia Manor and Carraige House, Howard Hughes Medical Institute, Ashburn, Virginia
- Lahey Lost Valley House, Fairfax County Park Authority, Lorton, Virginia
- Little Rock Central High School, Little Rock, Arkansas
- Martin Luther King, Jr., National Historical Park, Atlanta, Georgia (seven residential structures and fire station)
- Martin Luther King, Jr., Birth Home, Atlanta, Georgia (HSR update)
- Melrose Servants' Stable, Natchez National Historical Park, Natchez, Mississippi
- Milwaukee Federal Building and U.S. Courthouse, Milwaukee, Wisconsin
- Mining Support Structures, Fort Pickens, Gulf Islands National Seashore, Pensacola, Florida
- Mission 66 Visitor Center, Fort Pulaski National Monument, Savannah, Georgia
- Mount Gilead, Fairfax County Park Authority, Centerville, Virginia
- Nicodemus National Historic Site, Nicodemus, Kansas
- Noland House, Harry S Truman National Historic Site, Independence, Missouri
- The Oaks (Booker T. Washington home), Tuskegee Institute, Tuskegee, Alabama
- Old Firehouse, Reconstruction Era National Monument, Beaufort, South Carolina
- Original Mount Vernon High School, Fairfax County Public Works and Environmental Services, Alexandria, Virginia
- Palazzo Canevaro—US Consulate, Florence, Italy
- Penn Center School, Reconstruction Era National Monument, Beaufort, South Carolina
- Peter Strauss Ranch, Santa Monica Mountains, California
- President William Jefferson Clinton Birthplace Home, Hope, Arkansas
- Quarters 208, San Juan National Historic Site, San Juan, Puerto Rico
- Queen Mary Lifeboats, Long Beach, California
- Rigg-Buckley House, Fairfax County Park Authority, Centreville, Virginia
- St. Elizabeths Hospital West Campus, Washington, D.C. (individual HSRs for seventy buildings)
- Shark Valley Tower, Everglades National Park, Florida (multiple structures)
- Stones River National Military Park, Murfreesboro, Tennessee (individual HSRs for eleven structures)
- Superintendent's Residence, Mammoth Cave National Park, Mammoth Cave, Kentucky
- Tabby Slave Cabins, Kingsley Plantation, Timucuan Ecological and Historic Preserve, Jacksonville, Florida
- Walla Walla Armory, Washington Military Department, Walla Walla, Washington
- West End (World War II) Bunkers, Fort Pulaski National Monument, Savannah, Georgia (*in progress*)
- Wisconsin State Capitol, Madison, Wisconsin
- Winfield House (US Ambassador's Residence), London, UK



## RESUMES FOR KEY PROJECT PERSONNEL

### Michael J. Ford | Senior Associate



#### EDUCATION

- University of Iowa
  - Bachelor of Science, Geography/Geology, 1996
- University of Illinois at Urbana-Champaign
  - Master of Architecture, Preservation, 2005

#### PRACTICE AREAS

- Historic Preservation
- Historic Structures Studies
- Condition Assessment
- Repair and Rehabilitation Design
- Roofing and Waterproofing
- Construction Observation
- Facade Assessment

#### REGISTRATIONS

- Architect in IL

#### PROFESSIONAL AFFILIATIONS

- American Institute of Architects
- Association for Preservation Technology
- Construction History Society of America
- National Trust for Historic Preservation

#### CONTACT

mford@wje.com  
847.272.7400  
www.wje.com

#### EXPERIENCE

Michael Ford has been involved in numerous architectural preservation and repair projects since joining WJE in 2008. He contributes to projects by performing condition surveys, investigating distress conditions, and preparing repair drawings and specifications for a wide range of historic and modern materials. Mr. Ford also has extensive experience in the research for and preparation of Historic Structure Reports, Cultural Landscape Inventories, and Historic American Building Surveys as well as experience in performing architectural historical surveys of rural and urban districts.

In addition to his historic preservation experience, Mr. Ford has participated in and directed a number of stone cladding, roofing and waterproofing, and exterior envelope investigations; prepared construction documents for their repair; and performed construction observation services during implementation.

#### REPRESENTATIVE PROJECTS

##### Historic Preservation

- Milwaukee Federal Building - Milwaukee, WI: Building investigation and assessment of the stone cladding, development of repair documents, and construction observation
- Hoover Dam, Monument Plaza - Boulder City, NV: Investigation and assessment of plaza, development of repair specifications and drawings, and construction observation
- Missouri State Capitol - Jefferson City, MO: Investigation and assessment of the limestone cladding, masonry cleaning trials, development of repair documents, and construction period services
- Wyoming State Capitol - Cheyenne, WY: Investigation and assessment of the sandstone cladding, development of repair documents, and construction period services
- Minnesota State Capitol - St. Paul: Building investigation and assessment of stone cladding system, development of repair documents, and construction observation
- Fort Atkinson - Fort Atkinson, Iowa: Historic structures report and development of repair and stabilization drawings for 1840s rubble stone masonry fort.

##### Historic Structures Studies and Surveys

- Hellman Street Craftsman Historic District - Long Beach, CA: Architectural survey of

approximately 450 single-family properties; archival research and documentation; assessment of significance and integrity; development of database and GIS mapping

- Tabby Slave Cabins, Timucuan Ecological and Historic Preserve- Jacksonville, FL: Building assessment, archival research, and writing of Historic Structures Report for twenty-five slave cabins constructed of tabby concrete.
- Chadwell Gap, Cumberland Gap National Historic Park - Middlesboro, KY: Archival research, writing, and mapping for National Register Determination of Eligibility and Cultural Landscape Report
- San Juan National Historic Site - San Juan, Puerto Rico: Building investigation and assessment, writing of Historic Structure Report, and development of drawings for the Historic American Building Survey for an early-nineteenth-century residence.
- Joint Base Pearl Harbor/Hickam - Honolulu, HI: Architectural historical survey of over 2,000 military structures, bridges, and facilities at the joint Navy and Air Force base

##### Material Conservation

- "Marble Garden", Aspen Institute - Aspen, CO: Evaluation of cleaning and in-field conservation of marble components of the art installation
- "Untitled" - Chicago, IL: Evaluation and recommendations for treatment of graffiti and streaking of weathered steel sculpture
- Empire Building - Juneau, AK: Assessment of cast stone panels and evaluation of cleaning to address soiling and biological growth
- Stahlman Building - Nashville, TN: Evaluation, laboratory analysis, and recommendations for treatment of soiling at historic limestone-clad building

##### Repair and Rehabilitation Design

- North Shore Congregation Israel - Glencoe, IL: Investigation and assessment of historic architectural precast concrete, development of repair documents, and construction observation
- Altamont Apartments - Asheville, NC: Terra cotta cornice assessment, construction documents, and construction observation

### Deborah Slaton | Principal



#### EDUCATION

- Northwestern University
  - Bachelor of Arts, 1975
- University of Illinois at Chicago
  - Master of Arts, English, Program for Writers, 1976
- University of Illinois at Urbana-Champaign
  - Master of Architecture, Architectural Engineering (with Architectural History coursework), 1982

#### PRACTICE AREAS

- Architectural conservation
- Cultural Landscape Reports
- HABS/HAER documentation
- Historic preservation
- Historic Structure Reports
- Materials conservation
- National Register nominations
- Preservation planning

#### PROFESSIONAL AFFILIATIONS

- Association for Preservation Technology International, Fellow
- American Institute for Conservation
- Construction History Society of America
- DOCOMOMO-US
- Historic Preservation Education Foundation, Director
- Society of Architectural Historians

#### CONTACT

dslaton@wje.com  
847.272.7400  
www.wje.com

#### EXPERIENCE

Ms. Slaton specializes in historic preservation and materials conservation. She has served as principal investigator and author/co-author of numerous Historic Structures Reports, Cultural Landscape Reports, planning documents, and historic landmark designation documentation for National Register-listed properties, National Historic Landmarks, and World Heritage Sites. She meets the Secretary of the Interior's Professional Qualifications Standards for architectural history and history, and has published and lectured extensively on historic preservation and materials conservation. Ms. Slaton is editor of the proceedings of several national historic preservation conferences, author of National Park Service *Preservation Brief No. 43: Preparation and Use of Historic Structure Reports*, and co-author of *Preservation Brief No. 15: Preservation of Historic Concrete*. She received the Society of Architectural Historians Award for Preservation Advocacy and Stewardship of the Built Environment in 2018.

#### REPRESENTATIVE PROJECTS

- Blue Ridge Parkway, North Carolina and Virginia: Historic Resource Survey and Assessment for buildings, structures, bridges, and tunnels; Cultural Landscape Reports; Historic Structure Reports; National Register nomination
- Everglades National Park, Florida (World Heritage Site): Cultural Landscape Inventories and Historic Structures Reports for Flamingo Developed Area, HM-69 Nike Missile Base, and Shark Valley Tower
- Fort Pulaski National Monument, Savannah, Georgia: Historic Structure Reports for Fort Pulaski, Battery Hambright, Mission 66 Visitor Center, and World War II bunkers; National Register nomination (*in progress*)
- Grand Coulee Dam, Washington, and Hungry Horse Dam, Montana: Historic Structure Reports
- Mammoth Cave National Park, Kentucky (World Heritage Site): Historic Structure Report; Cultural Landscape Reports; National Register Additional Documentation
- Martin Luther King, Jr., National Historical Park, Atlanta, Georgia: Historic Structure Reports for nine buildings; Cultural Landscape Report.

- Mississippi State Capitol, Jackson, Mississippi: Preservation consulting for exterior envelope repair and interior finishes analysis
- Pensacola Harbor Defense Project, Gulf Islands National Seashore, Florida: National Register nomination; Historic Structure Reports; Cultural Landscape Report
- St. Elizabeths West Campus, Washington, DC: Historic Structure Reports and Historic American Building Survey documentation
- Salk Institute, La Jolla, California: Conservation Management Plan; repair and conservation of teak and concrete facades
- San Juan National Historic Site, San Juan, Puerto Rico (World Heritage Site): Historic Structure Report for Quarters 208; Cultural Landscape Reports for El Morro Esplanade and Historic City Wall; Historic Structure Report for Castillo San Cristóbal (*in progress*); consulting for repair of Castillo San Felipe del Morro Lighthouse
- Timucuan Ecological and Historic Preserve, Florida: National Register nomination for Kingsley Plantation; Historic Structures Reports; Cultural Landscape Report/Environmental Assessment for Spanish American War Battery
- University of Chicago: Assessment and preservation plan for modernist buildings campus-wide
- University of Georgia: Historic Preservation Master Plan for historic resources statewide; preservation consulting for modern historic stadium
- University of Mississippi Medical Center, Jackson, Mississippi: Survey and documentation report for Section 106 (*in progress*)
- Vicksburg National Military Park and Vicksburg National Cemetery, Vicksburg, Mississippi: Cultural Landscape Reports and Cultural Landscape Inventory; preservation consulting for Pennsylvania State Monument

#### TECHNICAL COMMITTEES

- Association for Preservation Technology International Technical Committees on Modern Heritage, Materials, and Sustainable Preservation; Publications Committee
- Society of Architectural Historians Heritage Conservation Committee



### **Biography and Qualifications**

**Julia Bachrach Consulting LLC** is a sole-proprietor, woman-owned business with WBE certification in Cook County and City of Chicago and DBE certification with the Chicago Transit Authority and the State of Illinois. Bachrach is a historian who has extensive expertise in historic preservation planning, landmarks nominations, cultural landscape documentation, and historic properties reports for Section 106 review processes. She holds a Master of Science Degree in Cultural Resource Preservation from the Landscape Architecture Dept. of the University of Wisconsin-Madison and Bachelor of Arts Degree in American Studies and Historic Preservation from Roger Williams University, Bristol, RI.

Bachrach has over 30 years of professional experience in the field of historic preservation. She meets professional qualifications and standards for history and architectural history as set forth by Secretary of the Interior, United States National Park Service.

Prior to establishing her consulting practice in 2017, Bachrach served as the Historian and Preservation Planner for the Chicago Park District for more than two decades. She managed the Park District's extensive archives, conducted historic research, prepared dozens of successful nominations to the National Register of Historic Places and two National Historic Landmark nominations, and worked with architects, landscape architects and other professionals on restoration and rehabilitation projects. More recently, as a consultant, she prepared the successful National Register nomination of the Alfred Caldwell-designed Promontory Point in Burnham Park and conducted research and writing for the property's successful nomination as a Chicago Landmark. She also prepared a Cultural Landscape Report for the Edith Farnsworth House in Plano, IL

Bachrach often works closely with representatives of the National Park Service; Illinois State Historic Preservation Office; museums; historic preservation commissions; and preservation advocacy organizations. She served on the Board of Trustees for the Illinois Historic Preservation Agency from 2010 to 2016.

Bachrach specializes in preparing reports and documentation for NEPA and Section 106 review processes. She was the lead author of the *Section 106 Historic Properties Identification Report for the DuSable North Lake Shore Drive Phase I Study* and she is currently a consulting architectural historic for the Chicago Transit Authority assisting on Section 106/707 and Section 4 (f) reports.

Bachrach is the author of several books including *The City in a Garden: A History of Chicago's Parks*. She contributed to other publications such as the *AIA Guide to Chicago*, *Midwestern Landscape Architecture*, the *Oxford Companion to the Garden*, and *Art Deco Chicago*. She has appeared on television and radio programs including the national public television special, *10 Parks that Changed America*.

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JEFFREY  
MORTON  
ASSOCIATES

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Dubuque IA 52001

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563.585.0043

## **JEFFREY MORTON, ARCHITECT - RESUME**

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### **EDUCATION**

1980 to 1986

**University of Arizona, College of Architecture,** Tucson, Arizona.  
Degree Awarded: Bachelor of Architecture, May 1986.

1979 to 1980

**University of Wisconsin-Milwaukee, College of Architecture,**  
Milwaukee, Wisconsin.

### **REGISTRATION STATUS**

Registered/Licensed Architect in the States of Iowa, Illinois and  
Wisconsin

### **PROFESSIONAL AFFILIATIONS**

NCARB (National Council of Architectural Registration  
Boards)

### **EMPLOYMENT**

09/1998 to present

**Self employed: Sole Proprietor of Architectural Firm** (Jeffrey Morton  
Associates, Dubuque, Iowa) specializing in  
restoration/rehabilitation/adaptive reuse of historic buildings.

10/1993 to 09/1998

**Charlie Glab Architect,** Dubuque, Iowa  
Project Architect for crafted residential and medium sized  
Commercial projects.

09/1991 to 10/1993

**Durrant Architects, Inc.,** Dubuque, Iowa  
Project Architect for health care projects.

04/1989 to 08/1991

**Peterman Associates, Inc.,** Mequon, Wisconsin  
Project Architect for wide range of commercial and industrial projects.

10/1987 to 04/1989

**Heike Design Associates,** Brookfield, Wisconsin  
Project Designer for commercial/retail, industrial, and  
Educational projects.

01/1984 to 08/1987

**Albert N. Hopper, Jr. Architect,** Tucson, Arizona  
Project/Office Manager for residential, commercial and  
industrial projects.

City of Dubuque  
City Council Meeting

Consent Items # 016.

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ITEM TITLE:	Fleet Fueling System Design of Replacement – Request to Release Request for Proposals	
SUMMARY:	City Manager recommending City Council approval to release a Request for Proposals (RFP) and evaluate responses for the fleet fueling system on Kerper Blvd.	
SUGGESTED DISPOSITION:	Suggested Disposition: Receive and File; Approve	
<u>ATTACHMENTS:</u>		
Description		Type
MVM Memo		City Manager Memo
Memo: Request to Release Fuel Island Request for Proposals		Staff Memo
RFP: Request to Release Fuel Island Request for Proposals		Supporting Documentation



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

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

**SUBJECT:** Fleet Fueling System Design of Replacement – Request to Release Request for Proposals

**DATE:** April 9, 2024

Public Works Director Arielle Swift is recommending City Council approval to release a Request for Proposals (RFP) and evaluate responses for the fleet fueling system on Kerper Blvd.

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  
Arielle Swift, Public Works Director

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

**FROM:** Arielle Swift, Public Works Director

**SUBJECT:** **Fleet Fueling System Design of Replacement – Request to Release Request for Proposals**

**DATE:** April 2, 2024

### **INTRODUCTION**

The purpose of this memorandum is to request approval to release a Request for Proposals (RFP) and evaluate responses for the fleet fueling system on Kerper Blvd.

### **BACKGROUND**

In January of 2024, Dubuque experienced over 24" of snow within a week. During this heavy and continuous snowfall, the module for the fuel island quit working. Our current system is antiquated and Public Works has a Capital Improvement Project (CIP) ready to 2030 to replace the fuel island pending and RFP in 2026.

### **DISCUSSION**

With the fuel island already needing a rehab/replacement in 2030, and the relatively mild winter we have had, we are recommending moving forward with this RFP to design the rehabilitation of our current Fuel Island using remaining winter operations related budget dollars.

The Review Committee for the proposals includes the following:

Amy Scheller, Fire Chief  
Arielle Swift, Public Works Director  
Nusrat Nawshin, Data Scientist  
Tony Steffen, Senior Network Administrator  
Ken Miller, DMASWA Administrator  
Steve Fehsal, Parks Manager  
Joe Messerich, Assistant Police Chief  
Jon Dienst, Civil Engineer II  
Darrin Homb, Water Distribution Supervisor

We request to release the attached Request for Proposals in accordance with AP 3.09 – Services Procurement.

This project will be funding with remaining FY2024 snow and ice budget. The total project could cost upwards of \$750,000 to complete, depending on the needed rehabilitation.

**ACTION REQUIRED**

I am requesting approval to release a Request for Proposals (RFP) and evaluate responses for the fleet fueling system on Kerper Blvd.

CC: Tom Kuhle, Fleet Maintenance Supervisor  
Tony Breitbach, Purchasing and Risk Manager  
Jennifer Larson, Chief Financial Officer  
Crenna Brumwell, City Attorney  
Barry Lindahl, Senior Counsel

Enclosure(s): Request for Proposals

# CITY OF DUBUQUE PUBLIC WORKS DEPARTMENT

## REQUEST FOR PROPOSAL

### *Fleet Fueling System Design of Replacement*

**Project # 54299\_\_\_\_\_ -811**  
**City of Dubuque, Iowa**

**April 16, 2024**



## **1.0 INTRODUCTION**

The City of Dubuque, Iowa is soliciting competitive proposals, from qualified consultants to design the replacement of the City of Dubuque's Fleet Fueling System.

After a professional services agreement is negotiated, the City anticipates the Consultant will immediately begin the design work and assist city staff in preparation of bidding documents, assist the City through award phases, and, perform supervision of the work, as requested.

The selected Consultant will be expected to complete the scope of services under the general direction and coordination of the City's Public Works Department, as authorized by the City Manager.

## **2.0 PROJECT SCOPE OF SERVICES**

The Scope of Services for the project may be divided, truncated, phased, or expanded at the sole discretion of the City of Dubuque. The proposal shall outline the means and methods by which the Consultant will provide the Scope of Services identified herein.

### **2.1 Project Management**

- 2.1.1 The Consultant shall designate a Project Manager who will work with and coordinate with the City's Project Manager for this project. This will provide a single point of contact between the City and the Consultant. The Consultant's Project Manager shall serve as the primary point of contact for all exchange of information between the City related to the items listed under the Consultant's Scope of Services.
- 2.1.2 Task List: The Consultant's Project Manager shall maintain an updated, Work Breakdown Structure (WBS)/task outline for the duration of the project. The WBS shall contain line items for all major deliverable components of the project and any significant subcomponents along with the budgeted amount of the fee associated with each task listed. Project Management shall be listed as a separate task on the WBS. The Consultant's Project Manager shall track on the WBS the amount of work accomplished for each task that is listed. A copy of the WBS shall be submitted to the City on a monthly basis by electronic mail or as necessary to facilitate the project.
- 2.1.3 Schedule: The Consultant's Project Manager shall maintain an updated critical path project schedule for the duration of the design phase based on the tasks listed in the WBS. An updated electronic copy of the project schedule should be submitted once a month. This submittal is required during the duration of the project.
- 2.1.4 Budget: The Consultant's Project Manager shall coordinate with the City to maintain an updated Total Project Cost (TPC) budget for the duration of the project. The budget shall include estimated consultant and vendor fees,

construction costs, and all direct costs and reimbursable expenses for the Consultant, subconsultants, and the City.

- 2.1.5 Progress Report: During the project, the Consultant's Project Manager shall submit to the City a bulleted report for the project on a monthly basis. The summary shall only contain a list of what was accomplished during the previous period, what is expected to be accomplished in the next period, scope changes, budget status, schedule status, issues and concerns, and input needed from the city. The summary shall be submitted by electronic mail and be approximately a single page in length.
- 2.1.6 Site visits and Consultations: the Consultant's Project Manager and design team shall meet with City representatives to review project scope and complexity, design criteria, related requirements, view existing conditions, gather additional data from the City files and previously prepared reports. Additional consultations shall, where necessary, clarify the technical requirements and objectives of the design contract.
- 2.1.7 The Consultant shall have a formal written Quality Assurance/Quality Control program in place for the full duration of the project. The written program will be submitted to the City at the project kick-off meeting for review. Upon request from the City and at any time throughout the project, the Consultant shall provide documentation to the City that verifies the QA/QC program is being actively utilized and followed.

## **2.2 Design & Project Documentation Preparation**

- 2.2.1 The Consultant will provide a topographic survey of the project site. All drawing information shall be in AutoCAD 2020 or newer format.
- 2.2.2 The Consultant will prepare construction drawings for the complete design of the improvements as mentioned in the project statement. To the extent possible. The specifications will utilize the City of Dubuque Standard Specification (SUDAS) and the City's Supplemental Specifications.
- 2.2.3 The Consultant will prepare the general and technical specifications for the components identified under 2.2.2. The front-end documents will utilize standard City of Dubuque contract documents.
- 2.2.4 The Consultant will coordinate with all regulatory agencies, apply for, and obtain all required permits to complete the project.
- 2.2.5 The Consultant will prepare a detailed cost estimate for the project, utilizing the City's standard Project Workbook.
- 2.2.6 The Consultant will prepare the final construction documents, incorporating all addenda.
- 2.2.7 The scope of services is subject to change and prioritization amendments

following discussion and clarification upon the successful hire of the Consultant. The City prepares an annual budget which is subject to change based on available funds and emergency projects which occur from time to time. The Consultant will prepare the general and technical specifications for the components identified within the Scope of Work. The front-end documents will utilize standard City of Dubuque contract documents.

## **2.3 Bidding**

The Consultant will be the primary point of contact during bidding. Addenda related to the Consultant's Scope of Services will be developed by the Consultant and published by the City. The Consultant will assist the City with evaluating the bids and will provide a written recommendation of award.

## **2.4 Project Schedule**

April 16, 2024	RFP Issued
May 1, 2024	Proposals Due
May 6, 2024	Selection of the Consultant
May 21, 2024	Award of the Contract
May 31, 2024	60% Design Plans and Specifications for regulatory review
June 26, 2024	Plans and specifications complete
August 5, 2024	City Council - Initiate Bidding and set public hearing
August 7, 2024	Advertise for Bids
August 19, 2024	City Council Public Hearing
August 20, 2024	Receive Bids
September 2, 2024	City Council – Award construction Contract
September 3, 2024	Issue Notice of Award
September 4, 2024	Issue Notice to Proceed
September 5, 2024	Construction Start
October 31, 2024	Substantial Completion
November 21, 2024	Project completion

## **2.5 Construction Administration**

- 2.5.1 Review and approve shop drawings and samples, the results of tests and inspections and other data which the contractor(s) is required to submit for conformance with the design of the project and compliance with the information given in the final plans and specifications and the contract documents; determine the acceptability of substitute materials and equipment proposed by contractor; and receive and review maintenance and operating instructions, schedules, guarantees and certificates in accordance with the final plans and specifications and contract documents.
- 2.5.2 Make weekly site visits to observe, as an experienced and qualified design professional, the progress and quality of the executed work and to determine if the work is proceeding in accordance with the final plans, specifications and the contract documents. The Consultant's efforts will be directed toward providing assurance for the City that the completed project will conform to the

final plans and specifications and to the contract documents. During such visits and on the basis of its on-site observations, the Consultant shall determine the progress of work for monthly progress payments, endeavor to guard against defects and deficiencies in the work of the contractor(s), notify the City of any observed defects or deficiencies in the work of the contractor(s), and shall disapprove or reject work as failing to conform to the final plans and specifications or contract documents. Develop and provide change orders to the City, for execution with the contractor(s).

2.5.3 Develop monthly Progress payments utilizing the City's Standard Project Workbook.

2.5.4 At the end of the project an as-built survey of the improvements will be completed by the Consultant and provided in an AutoCAD 2020 format to the City. Additionally, two copies of printed as-builts on 11"x17" paper will also be presented to the City.

## **2.6 Construction Inspection**

2.6.1 Provide a separate budget amount for full time construction inspection of the items identified in the scope of services for design. Material and density testing will not be part of this contract. The City may elect to eliminate construction inspection from the scope prior to award

## **3.0 COMMUNITY BACKGROUND**

The City of Dubuque is located on the Mississippi River in northeastern Iowa, adjacent to Illinois and Wisconsin. The City is approximately 30 square miles in area, with a population of approximately 60,000 people. The City's annual operating and capital budget is nearly \$108 million and funds a full range of services. The City's web site is [www.cityofdubuque.org](http://www.cityofdubuque.org).

The community has a stable and diversified manufacturing base and a growing service sector. The City of Dubuque is the major retail, medical, education and employment center for the tri-state area. Tourism continues to be a major economic force in the community.

The city government works in collaboration with the private sector to promote economic development.

## **4.0 CITY RESOURCES AVAILABLE TO SELECTED VENDOR**

### **4.1 - Requesting Use of City Resources for Preparation of the RFP Response**

All information requests shall be directed to the City's Project Manager as detailed in Section 6.0 of this Request for Proposals. All Consultants should note that directly contacting other City of Dubuque staff or any of the Selection Committee members

shall be considered inappropriate and grounds for disqualification.

#### **4.2 - Material Available for the RFQ Response**

- GIS Map of the project area showing utilities

#### **4.3 - City Resources Available to the Consultant for use During the Project**

- The City will make staff contact/resources persons available in the Engineering Department, Public Works Department and Water Department.
- Access to the City's GIS database that includes aerial photos, contours, and city utility data in the project area.
- Access to the City's Website: <http://www.cityofdubuque.org>
- Access to the Consent Decree:  
<http://www.cityofdubuque.org/documentcenter/view/24815>

### **5.0 INFORMATION TO BE INCLUDED IN PROPOSAL**

The proposal should address all aspects of the required scope of services discussed in this RFP. The proposal should be prepared simply and economically, providing a straightforward, concise description of the Consultant's capabilities to satisfy the requirements of the RFP.

To simplify the review process and to obtain the maximum degree of comparability, the proposal shall include the following information and shall be organized in the manner specified below. While additional data may be presented, the following subjects must be included. They represent the criteria against which the proposal will be evaluated.

#### **5.1 Letter of Transmittal**

Provide a letter of transmittal briefly outlining the Consultant's understanding of the project and list the Project Manager's name, address, telephone number, fax number and e-mail address. The name that is provided for the Project Manager will be used as the primary contact during this RFP process.

#### **5.2 Index**

Each proposal shall contain a table of contents that delineates each section contained in the proposal and the corresponding page number.

#### **5.3 Profile of Proposer**

Provide general background information about the Consultant and its areas of expertise as they relate to this RFP. Include information about the key project team members who will be assigned to the project and their areas of expertise that will be utilized on the project. Include a flow chart that shows the communication path between the city and key project team members. Include all project team members on the flow chart and show the supervisory relationship between all members of the team.

#### **5.4**     **Proposed Project Team Qualifications**

Describe the experience and success of the Consultant and key personnel proposed for this project in performing similar projects. Specifically include any experience and success the firm or key personnel have in working on fleet maintenance operation assessments and municipal operation assessments.

Include at least three (3) client references (including individual contact name and telephone numbers) from similar projects that have been completed in the last five (5) years and the list the names of project team members proposed for the City of Dubuque project who have worked on the referenced projects.

Describe the name and location of other sub-contracting firms that would be used by the Consultant during the project. List the approximate percentage of the services that would be performed by each of these firms. Briefly describe any relevant experience and qualifications of the subcontracting firms.

#### **5.5**     **Quality Assurance/Quality Control**

As a part of the proposal, specifically describe the quality control process that will be used throughout the project. The City expects that the majority of the QA/QC process will be performed by someone who is not an active member of the Consultant's design team.

#### **5.6**     **Scope of Services**

Describe the means or strategy by which the Consultant would satisfy the Scope of Services. Include a copy of the completed Work Breakdown Structure (WBS) for the project and clearly identify the services which the Consultant will provide as main consultant and any services provided by sub-consultants. Only mark services that are included in the proposed fee.

#### **5.7**     **Proposed Project Schedule**

Provide a project schedule outlining the time period and estimated completion date of the proposed Scope of Services. This should include a schedule and description of all deliverable reports/documents throughout the project.

#### **5.8**     **Understanding of Final Contract Terms**

The Consultant should provide a statement that indicates the Consultant has read and understand Appendix C – “City of Dubuque Contract Terms and Conditions”, and agrees to include the clauses that are listed in Appendix C in the final signed contract. Any exceptions to the Contract Terms and Conditions by the Consultant must be clearly stated in the Proposal.

#### **5.9**     **Certificate of Insurance**

The Consultant will be required to meet the City's insurance requirements for professional services. (See attached Insurance Schedule J/Appendix C.)

### **5.10 Sustainable Dubuque Initiatives**

In 2006, the Mayor and City Council identified Sustainability and Green City designation as a top priority. Since then, the city has been working on numerous projects to help implement this priority as listed on the website <http://www.sustainabledubuque.org>. The Consultant shall follow the Vision Statement and eleven sustainable principles on this City of Dubuque project.

### **5.11 Federal Consent Decree**

All potential contractors and consultants to the City of Dubuque that perform work that may apply to or impact the cities sanitary sewer collection system shall sign the "Certification by contractor or consultant" Consent Decree <http://www.cityofdubuque.org/DocumentView.aspx?DID=3173> or a hardcopy can be provided upon request. The Consultant is required to review the Consent Decree and comply fully with its terms and conditions.

### **5.12 Fees and Compensation**

Provide the Fee Schedule, in a separate envelope titled "**Consultant Cost Estimate for Fueling System Design Replacement – FEES**", inserted with the requested Consultant profiles, for the Consultant and all listed sub-consultants.

Quotation of fees and compensation shall remain firm for a period of at least 60 days from the RFP submission deadline.

## **6.0 PROPOSAL QUESTIONS AND ANSWERS**

From the date of issuance of the RFP until final City action, the Consultant shall not discuss the RFP with or contact any other City of Dubuque staff or any of the Selection Committee members except as expressly authorized by the City's designated Project Manager, identified in this section Section 6.0 for this proposal. Violation of this restriction will be considered a violation of the rules and be grounds for disqualification of the Proposer's proposal.

If the Consultant has any questions concerning this proposal, or other technical questions, please submit requests to the City's Project Manager by email. The Project Manager will contact staff and issue addenda or clarifications to the RFP as needed. The City has used considerable efforts to ensure an accurate representation of information in this RFP. The Consultant is urged to conduct its own investigations into the material facts provided.

No answers given in response to questions submitted shall be binding upon this RFP unless released in writing (letter or email) as an officially numbered and titled addendum to the RFP by the City of Dubuque.

Any questions concerning this RFP must be received by email before **09:00 a.m. CST on April 26, 2024**. Any inquiries received after this date will not be answered. When submitting a question to the Project Manager, please include the appropriate Consultant contact information.

Contact information is as follows:

Arielle Swift, Project Manager  
City of Dubuque  
Public Works Department  
925 Kerper Court  
Dubuque, IA 52001

Phone 563.589.4344  
E-mail: [aswift@cityofdubuque.org](mailto:aswift@cityofdubuque.org)

## **8.0 SUBMISSION REQUIREMENTS**

Before submitting a proposal, each Consultant shall make all investigations and examinations necessary to ascertain site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the Consultant will rely.

### **PROPOSAL SUBMITTAL INFORMATION**

- Submittal Deadline: **May 1, 2024 on or before 12:00 p.m. (CST)**
- Submittal Location: City Clerk's Office  
50 W 13<sup>th</sup> Street,  
Dubuque, IA 52001
- Submittal Contact: Public Works Department  
Arielle Swift, Project Manager  
925 Kerper Ct  
Dubuque, IA 52001
- Submittal Copies: Proposal: One (1) hard copy  
Fees: One (1) hard copy

Submit one (1) signed hard copy version of the proposal labeled **Fleet Fueling System Replacement Proposal** and one (1) signed hard copy version of the fees labeled **Fleet Fueling System Replacement Fees**. Submitted proposals must be delivered in electronic .pdf format. No physical, faxed, or e-mail proposals will be accepted. The proposal must be a document of not more than twelve (12) numbered 8- 1/2 x 11-inch pages, not including the letter of transmittal, index, project schedule, dividers, and the front and back covers. Proposals should not include any pre-printed or promotional materials. **Any proposals exceeding 12 numbered pages may not be considered.**

The proposals shall be signed by an officer of the Consultant who is authorized to legally bind the Consultant to its provisions. Proposals are to contain a statement indicating the period during which the proposal will remain valid. A period of not less than sixty (60) calendar days from the proposal closing date is required.

Each Consultant assumes full responsibility for delivery and deposit of the completed proposal package on or before the deadline. Any proposals received after the submittal deadline will not be considered and will be returned unopened to the Consultant. The City of Dubuque will not be responsible for any loss or delay with respect to delivery of the proposals.

The City of Dubuque is not liable for any cost incurred by any Consultant prior to the execution of an agreement or contract. Nor shall the City of Dubuque be liable for any costs incurred by the firms in responding to this RFP and those not specified in any contract. All results from this project will remain the property of the City of Dubuque.

Thank you for your consideration and interest in the project.

Sincerely,

Arielle Swift  
Public Works Director  
City of Dubuque

## **APPENDIX A – CONSULTANT EVALUATION AND SELECTION PROCESS**

### **INITIAL EVALUATION CRITERIA**

Proposals will be screened to ensure that they meet the minimum requirements of the proposal format. A Selection Committee of City of Dubuque personnel will review qualifying proposals and select proposals for placement on the Consultant short-list for the project. The following criteria are among those that will be used to initially evaluate submitted proposals.

1. The Consultant's level of professional competence and a proven track record in:
  - ❑ Environmental Protection Agency requirements for fueling systems;
  - ❑ Structural design of fueling systems; and
  - ❑ Municipal capital improvement projects in Iowa.
2. The Consultant's experience working together on similar projects.
3. The quality of the proposal based on the:
  - ❑ Demonstrated understanding of the City's overall objectives;
  - ❑ Approach/methodology in completing scope of service;
  - ❑ Level of interest;
  - ❑ Knowledge of the project and site;
  - ❑ Proposed schedule; and
  - ❑ Ability to demonstrate initiative and motivation.

### **CONSULTANT SHORT-LIST EVALUATION CRITERIA**

The Selection Committee may choose to interview none, one, or all the short-listed firms. If interviews are held, both the original submitted proposal and the results of Consultant interview may be used to evaluate consultants. In addition to the evaluation criteria listed above, interviews will be judged on the following:

- ❑ Consultant's responsiveness and compatibility with the City;
- ❑ Consultant's general attitude and ability to communicate;

- ❑ Ability of the Consultant to communicate ideas through prepared documents and presentations;
- ❑ Ability of the Consultant to listen, be flexible, and follow and/or implement direction and/or ideas or concepts;
- ❑ How the Consultant team would interact with the general public, City staff, and public officials; and
- ❑ Proposed fee in relationship to the services offered.

Should the City conduct interviews, they will be conducted in a condensed format in an effort to save time and costs associated with interview preparations. The format will consist of two (2) - 15 minutes segments. The first segment will be for the Consultant to make introductions of its team, describe the Consultants understanding of the project, and to discuss the Consultants proposed schedule. The second segment of the interview will be for the Selection Committee members to ask questions of the Consultant. The Consultant may bring a display board for use during the interview. No power point presentations or handouts will be allowed.

The City may also review direct and indirect references of previous work products. The City may utilize site visits or may request additional material, information, presentations from the Consultant submitting the proposal.

### **SELECTED CONSULTANT FEE NEGOTIATION PROCESS**

Upon the successful completion of the Consultant evaluation process, the Selection Committee will recommend to the City Manager or City Council, the awarding of a contract to the highest ranked Consultant. The City's Project Manager will also request authority to negotiate with the recommended Consultant a final Scope of Services and fee structure for the project.

Upon the successful completion of contract negotiations, the Selection Committee shall recommend that the City Manager execute a contract with the successful Consultant. The City Manager will in turn make a decision to execute the contract or request the Dubuque City Council make a final determination to award and execute the contract with a Consultant.

Payment for Work: The Consultant awarded the contract shall be paid once monthly. The invoiced amount shall be based on the Earned Value of the percent work completed and accepted by the City.

\_\_\_\_\_End of Appendix A\_\_\_\_\_

## **APPENDIX B – RFP RULES AND PROTEST PROCEDURES**

### **MINOR IRREGULARITIES**

The City reserves the right to waive minor irregularities in submitted proposals, providing such action is in the best interest of the City. Minor irregularities are defined as those that have no adverse effect on the City's best interests and will not affect the outcome of the selection process by giving the Consultant an advantage or benefit not enjoyed by other Consultants.

### **EXCEPTIONS**

Proposed exceptions to any part of the requirements stated in this request by the Consultant must be clearly identified as exceptions and noted in the transmittal letter and in the submitted budget.

### **RANKING OF THE PROPOSALS**

No debriefings or scoring information shall be released before the City Manager has recommended a contract be negotiated with the recommended firm. However, after said authorization has been given, all contents of the selected proposal shall become public information.

### **DEFINITIONS**

The City has established for the purposes of this RFP that the words "shall", "must", or "will" are equivalent in this RFP and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, at the City's sole discretion, the deficient response is not in substantial accord with this RFP's mandatory conditions requirements.

The words "should" or "may" are equivalent in this RFP and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a proposal but may result in being considered as not in the best interest of the City.

### **DISPUTES/EXCEPTIONS**

Any prospective Consultant who disputes the reasonableness or appropriateness of any item within this RFP document, any addendum to this RFP document, notice of award or notice of rejection shall set forth the specific reason and facts concerning the dispute, in writing, within five (5) business days of the receipt of the proposal document or notification. The written dispute shall be sent via certified mail or delivered in person to the point of contract set forth in Section 7.0, who shall review the written dispute and work with the City Manager to render a decision which shall be considered final.

\_\_\_\_\_End of Appendix B\_\_\_\_\_

## APPENDIX C – INSURANCE REQUIREMENTS

### City of Dubuque Insurance Requirements for Professional Services

#### INSURANCE SCHEDULE J

1. \_\_\_\_\_ shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project # \_\_\_\_\_ or Project Location at \_\_\_\_\_ or construction of \_\_\_\_\_.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.
8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to mutual agreement of the parties.

City of Dubuque Insurance Requirements for Professional Services

**INSURANCE SCHEDULE J (continued)**

**Exhibit I**

**A) COMMERCIAL GENERAL LIABILITY**

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
- 2) Include endorsement indicating that coverage is primary and non-contributory.
- 3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 4) Include additional insured endorsement for:  
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
- 5) Policy shall include Waiver of Right to Recover from Others endorsement.
- 6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13<sup>th</sup> Street Dubuque, Iowa 52001.

**B) AUTOMOBILE LIABILITY**

Combined Single Limit	\$1,000,000
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Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

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

**C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY**

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

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

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

## City of Dubuque Insurance Requirements for Professional Services

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

### OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

**D) UMBRELLA/EXCESS LIABILITY \$1,000,000**

The General Liability, Automobile Liability and Workers Compensation Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

**E) PROFESSIONAL LIABILITY \$2,000,000**

If the required policy provides claims-made coverage:

- 1) The Retroactive Date must be shown and must be before the date of the agreement.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
- 3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

**F) CYBER LIABILITY/BREACH \$1,000,000**

☒ Yes ☐ No

Coverage for First and Third Party liability including but not limited to lost data and restoration, loss of income and cyber breach of information.

## City of Dubuque Insurance Requirements for Professional Services

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

### **PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT**

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

# SPECIMEN

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End of Appendix C

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## APPENDIX D – CONTRACT TERMS AND CONDITIONS

The following clauses shall be included in the final signed contract:

### 1. CONSULTANT'S ENDORSEMENT ON PLANS.

The **Consultant** shall endorse the completed computations prepared under this Agreement and shall affix thereto the seal of a licensed professional engineer, or licensed professional architect, licensed to practice in the State of Iowa, in accordance with the current Code of Iowa, if applicable.

### 2. CHANGE IN SCOPE OF SERVICES.

No change in scope shall be permitted during this project without the prior written agreement of both parties and the WBS being updated.

### 3. SUBSTITUTION OF PROJECT TEAM MEMBERS.

The Project Manager, partners, management, other supervisory staff and technical specialists proposed for the project may be changed if those personnel leave the **Consultant**. These personnel may also be changed for other reasons however, in either case, the **City** retains the right to approve or reject the replacements and no replacements shall begin working on the project without the express, prior written permission of the City of Dubuque.

### 4. INSURANCE.

**Consultant** shall at all times during the performance of this Agreement provide insurance as required by the City Insurance Schedule contained in Appendix C.

### 5. INDEMNIFICATION.

To the fullest extent permitted by law, **Consultant** shall indemnify and hold harmless the **City** from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the **Consultant**, **Consultant's** subcontractor, or anyone directly or indirectly employed by **Consultant** or **Consultant** subcontractor or anyone for whose acts **Consultant** or **Consultant's** subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

### 6. ERRORS & OMISSIONS.

In the event that the work product prepared by the **Consultant** is found to be in error and revision or reworking the work product is necessary, the **Consultant** agrees that it shall do such revisions without expense to the **City**, even though final payment may have been received. The **Consultant** must give immediate attention to these changes so there will be a minimum of delay during construction. The above and foregoing is not to be constructed as a limitation of the **City's** right to seek recovery of damages for negligence on the part of the **Consultant** herein.

## 7. OWNERSHIP OF WORK DOCUMENTS.

All sketches, tracings, plans, specifications, reports on special studies and other data prepared under this Agreement shall become the property of the **City** and shall be delivered to the **Project Manager** upon completion of the plans or termination of the services of the **Consultant**. There shall be no restriction or limitations on their future use by the **City**, except any use on extensions of the project or on any other project without written verification or adaptation by the **Consultant** for the specific purpose intended will be the **City's** sole risk and without liability or legal exposure to the **Consultant**.

The **City** acknowledges the **Consultant's** plans and specifications, including all documents on electronic media, as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the **City** upon completion of the services and payment in full of all moneys due to the **Consultant**.

The **City** and the **Consultant** agree that any electronic files prepared by either party shall conform to the specifications listed in Attachment \_\_\_\_\_ of the contract. Any change to these specifications by either the **City** or the **Consultant** is subject to review and acceptance by the other party. Additional efforts by the **Consultant** made necessary by a change to the CADD software specifications shall be compensated for as Additional Services.

The **City** is aware that significant differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by the **Consultant** and electronic files, the signed construction documents shall govern.

The **City** may reuse or make modifications to the plans and specifications, or electronic files while agreeing to take responsibility for any claims arising from any modification or unauthorized reuse of the plans and specifications.

## 8. SUBLETTING, ASSIGNMENT OR TRANSFER.

Subletting, assignment, or transfer of all or part of the interest of the **Consultant** in this Agreement is prohibited unless written consent is obtained from the Public Works Director and approved by the **City**.

\_\_\_\_\_ End of Appendix D \_\_\_\_\_

City of Dubuque  
City Council Meeting

Consent Items # 017.

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**ITEM TITLE:** Fleet Maintenance Operations Assessment – Request to Release Request for Proposals

**SUMMARY:** City Manager recommending approval to release a Request for Proposals (RFP) and evaluate responses for the assessment of staffing and operations within Fleet Maintenance activities. This project has an approved funding of \$30,000.

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

**ATTACHMENTS:**

Description	Type
MVM Memo	City Manager Memo
Request to Release Fleet Assessment RFP Memo	Staff Memo
Request for Proposals:: Fleet Operations Assessment	Supporting Documentation



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

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

**SUBJECT:** Fleet Maintenance Operations Assessment – Request to Release Request for Proposals

**DATE:** April 8, 2024

Public Works Director Arielle Swift is recommending City Council approval to release a Request for Proposals (RFP) and evaluate responses for the assessment of staffing and operations within Fleet Maintenance activities. This project has an approved funding of \$30,000.

The city-wide fleet is ever changing, and as we move forward, Fleet Maintenance activities need to assess where the fleet is heading and where it lies within Imagine Dubuque and the Climate Action Plan. Some of these changes over the last 20 years include alternative fuels, expansion of fleet, training regulations, and staffing levels that have remained static.

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  
Arielle Swift, Public Works Director

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

**FROM:** Arielle Swift, Public Works Director

**SUBJECT:** **Fleet Maintenance Operations Assessment – Request to Release Request for Proposals**

**DATE:** March 4, 2024

## **INTRODUCTION**

The purpose of this memorandum is to request approval to release a Request for Proposals (RFP) and evaluate responses for the assessment of staffing and operations within Fleet Maintenance activities.

## **BACKGROUND**

During the FY2024 Budget cycle, Dubuque City Council approved funding to assess fleet maintenance staff and operations throughout the organization. With prices increasing, staff turnover, the initiative to expand into alternative fuels, and expansion of the fleet in general, the need for an assessment is blatant.

## **DISCUSSION**

The city-wide fleet is ever changing, and as we move forward, Fleet Maintenance activities need to assess where the fleet is heading and where it lies within Imagine Dubuque and the Climate Action Plan. Some of these changes over the last 20 years include alternative fuels, expansion of fleet, training regulations, and staffing levels that have remained static.

The Review Committee for the proposals includes the following:

Steve Fehsal, Parks Division Manager  
Jodi Johnson, Transit Manager  
Arielle Swift, PW Director  
Cheryl Sheldon, Accountant at Airport  
Ken Miller, DMASWA Administrator  
LaMetra Murdock, Family Self-Sufficiency Coordinator

We request to release the attached Request for Proposals in accordance with AP 3.09 – Services Procurement.

This project has an approved funding of \$30,000.

## **ACTION REQUIRED**

I am requesting approval to release a Request for Proposals (RFP) and evaluate responses for the assessment of staffing and operations within Fleet Maintenance activities.

CC: Tom Kuhle, Fleet Maintenance Supervisor  
Tony Breitbach, Purchasing and Risk Manager  
Jennifer Larson, Chief Financial Officer  
Crenna Brumwell, City Attorney

Enclosure(s): Request for Proposals

# **CITY OF DUBUQUE PUBLIC WORKS DEPARTMENT**

## **REQUEST FOR PROPOSAL**

### ***Fleet Maintenance Operations Assessment***

***Project # 5429900017-811  
City of Dubuque, Iowa***

**April 16, 2024**



## **1.0 INTRODUCTION**

The City of Dubuque, Iowa is soliciting competitive proposals, from qualified consultants, for the assessment of the City of Dubuque's Fleet Maintenance Operations to include staffing, operation hours, fleet utilization, and financial structure.

The selected consultant will be expected to complete the contracted scope of work under the general direction and coordination of the City's Public Works Department, as authorized by the City Manager.

## **2.0 PROJECT SCOPE OF SERVICES**

The scope of services for the project may be divided, truncated, phased, or expanded at the sole discretion of the City of Dubuque, the proposal shall outline the means and methods by which the consultant will provide the scope of services identified herein.

### **2.1 Project Management**

The consultant shall identify one person to serve as the Project Manager for this project. The Project Manager shall be the primary point of contact for the exchange of all information between the city and consultant team. The Project Manager will be required to perform the following:

- 2.1.1 Review all existing documents, plans, and reports for the existing utilities. Identify additional and obtain additional information as needed to complete the work.
- 2.1.2 Prepare and submit, to the Project Manager, a work breakdown schedule (WBS) with each monthly billing to show the progress of the project. Monthly billings that do not include the WBS will not be submitted for payment.
- 2.1.3 Oversee the project to ensure all aspects of the scope are being met.
- 2.1.4 Secure contact of and communication with the City of Dubuque's internal departments, and other parties of interest in person and through written correspondence necessary to complete the requirements of this project.

### **2.2 Deliverables**

- ❑ Conduct a comprehensive review of the fleet maintenance financial structure, processes, and controls.
- ❑ Conduct a comprehensive review of the organization of the division and impacts organization wide.
- ❑ Identify ways to enhance reporting and metrics designed to inform and alert executive leadership about trends, patterns, and unanticipated events.

- ❑ Review the use of technology to streamline work, increase accuracy, and optimize decisions.
- ❑ Conduct a comprehensive review of the fleet maintenance utilization and organizational structure of the fleet.
- ❑ Conduct a comprehensive review of the fleet maintenance operations
- ❑ Submit final recommendations to the City.

Consultant must provide two signed, original documents and an electronic (.PDF) version. The completed, compiled data must also be provided to the City.

### **3.0 COMMUNITY BACKGROUND**

The City of Dubuque is located on the Mississippi River in northeastern Iowa, adjacent to Illinois and Wisconsin. The City is approximately 30 square miles in area, with a population of approximately 60,000 people. The City's annual operating and capital budget is nearly \$108 million and funds a full range of services. The City's web site is [www.cityofdubuque.org](http://www.cityofdubuque.org).

The community has a stable and diversified manufacturing base and a growing service sector. Dubuque is the major retail, medical, education and employment center for the tri-state area. Tourism continues to be a major economic force in the community.

The City government works in collaboration with the private sector to promote economic development.

### **4.0 CITY RESOURCES AVAILABLE TO SELECTED VENDOR**

The City will make all relevant fleet data available to the selected consultant. Historical location data will be provided, but current locations of city vehicles will not be provided. Staff contact/resources in the Public Works Department will also be available.

### **5.0 INFORMATION TO BE INCLUDED IN PROPOSAL**

The submitted proposal should address all aspects of the required scope of work discussed in this RFP. The proposal should be prepared simply and economically, providing a straight-forward, concise description of the consultant's capabilities to satisfy the requirements of the RFP.

To simplify the review process and to obtain the maximum degree of comparability, the proposal shall include the following information and shall be organized in the manner specified below. While additional data may be presented, the following subjects must be included. They represent the criteria against which the proposal will be evaluated.

## **5.1 Letter of Transmittal**

Provide a letter of transmittal briefly outlining the Proposer's understanding of the project and list the project manager's name, address, telephone number, fax number and e-mail address. The name that is provided for the project manager will be used as the primary contact during this RFP process.

## **5.2 Index**

Each proposal shall contain a table of contents that delineates each section contained in the proposal and the corresponding page number.

## **5.3 Profile of Proposer**

Provide general background information about the proposer and its areas of expertise as they relate to this RFP. Include information about the key project team members who will be assigned to the project and their areas of expertise that will be utilized on the project. Include a flow chart that shows the communication path between the city and key project team members. Include all project team members on the flow chart and show the supervisory relationship between all members of the team.

## **5.4 Proposed Project Team Qualifications**

Describe the experience and success of the proposer and key personnel proposed for the Dubuque project, in performing similar projects. Specifically include any experience and success the firm or key personnel have in working on fleet maintenance operation assessments and municipal operation assessments.

Include at least three (3) client references (including individual contact name and telephone numbers) from similar projects that have been completed in the last five (5) years AND the list the names of project team members proposed for the City of Dubuque project who have worked on the referenced projects.

Describe the name and location of other sub-contracting firms that would be used by the proposer during the project. List the approximate percentage of the work that would be performed by each of these firms. Briefly describe any relevant experience and qualifications of the subcontracting firm.

## **5.5 Scope of Services**

Describe the means or strategy by which the proposer would satisfy the Scope of Services. Include a copy of the completed Work Breakdown Structure (WBS) for the project and clearly identify the services which your firm will provide as main consultant and any services provided by sub consultants. Only mark services that are included in your proposed fee.

## **5.6 Proposed Project Schedule**

Provide a project schedule outlining the time period and estimated completion date of the proposed scope of work. This should include a schedule and description of all deliverable reports/documents throughout the project.

## **5.7 Certificate of Insurance**

The selected firm will be required to meet the City's insurance requirements for professional services. (See attached Insurance Schedule J/Appendix C.)

## **5.8 Sustainable Dubuque Initiatives**

In 2006, the Mayor and City Council identified Sustainability and Green City designation as a top priority. Since then, the city has been working on numerous projects to help implement this priority as listed on the website <http://www.sustainabledubuque.org>. The selected firm shall follow the Vision Statement and eleven sustainable principles on this City of Dubuque project.

## **5.9 Federal Consent Decree**

All potential contractors and consultants to the City of Dubuque (City) that perform work that may apply to or impact the cities sanitary sewer collection system shall sign the "Certification by contractor or consultant" Consent Decree <http://www.cityofdubuque.org/DocumentView.aspx?DID=3173> or a hardcopy can be provided upon request. You are required to review the Consent Decree and comply fully with its terms and conditions.

## **6.0 FEES AND COMPENSATION**

Provide a Not-to-Exceed fee budget for completion of the proposed scope of services with cost breakdowns by major scope element. The cost breakdown must be shown on the Work Breakdown Schedule. Also include a rate structure. The Consultant will be progressively paid for the earned value of progress made for each major scope element completed, plus reimbursable expenses, subject to the agreed upon Not-to-Exceed amount as written in the signed contract. Invoices shall be paid on a monthly basis. All invoices must be accompanied by a current WBS showing the progress of each scope item. Quotation of fees and compensation shall remain firm for a period of at least 60 days from the RFP submission deadline.

The total budget for all services included in the scope of services is not to exceed \$30,000.

## **7.0 PROPOSAL QUESTIONS AND ANSWERS**

From the date of issuance of the RFP until final City action, the Proposer shall not discuss the RFP with or contact any other City of Dubuque staff or any of the Selection Committee members except as expressly authorized by the City's designated project manager, identified in this section (Section 7.0) for this proposal. Violation of this restriction will be considered a violation of the rules and be grounds for disqualification of the Proposer's proposal.

If you have any questions concerning this proposal, or other technical questions, please submit your requests to the City's designated Project Manager by email. The project manager will contact staff and issue addenda or clarifications to the RFP as needed. The City has used considerable efforts to ensure an accurate representation of information in this RFP. Each Proposer is urged to conduct its own investigations into the material facts provided.

No answers given in response to questions submitted shall be binding upon this RFP unless released in writing (letter or email) as an officially numbered and titled addendum to the RFP by the City of Dubuque.

Any questions concerning this proposal must be received by email on or before **09:00 a.m. CST on April 26, 2024**. Any inquiries received after this date will not be answered. When submitting a question to the Project Manager, please include the appropriate Consultant contact information.

Contact information is as follows: Arielle Swift

City of Dubuque  
Public Works Department  
925 Kerper Court  
Dubuque, IA 52001

Phone: 563.589.4344  
E-mail: [aswift@cityofdubuque.org](mailto:aswift@cityofdubuque.org)

## **8.0 SUBMISSION REQUIREMENTS**

Before submitting a proposal, each Proposer shall make all investigations and examinations necessary to ascertain site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the Proposer will rely.

### **PROPOSAL SUBMITTAL INFORMATION**

SUBMITTAL DEADLINE	Prior to 12:00 PM (noon), May 13, 2024
SUBMITTAL LOCATION	City of Dubuque, City Hall ATTN: Adrienne Breitfelder 50 W 13 <sup>th</sup> Street Dubuque, IA 52001
SUBMITTAL CONTACT & MAILING ADDRESS	City of Dubuque Public Works Department ATTN: Arielle Swift 925 Kerper Court Dubuque, IA 52001
SUBMITTAL COPIES	Three (3) sets of the proposal shall be provided

The proposal and fees must be submitted in separate submissions and clearly marked as “Proposal” and “Fees”.

Submit one (1) signed electronic .pdf version of the proposal labeled **Fleet Maintenance Operations Assessment Proposal** and one (1) signed electronic .pdf version of the fees labeled **Fleet Maintenance Operations Assessment Fees**. Submitted proposals must be delivered in electronic .pdf format. No physical, faxed, or e-mail proposals will be accepted. The proposal must be a document of not more than twelve (12) numbered 8- 1/2 x 11-inch pages, not including the letter of transmittal, index, project schedule, dividers and the front and back covers. Proposals should not include any pre-printed or promotional materials. **Any proposals exceeding 12 numbered pages may not be considered.**

The original proposal document shall be signed by an officer of the company who is authorized to legally bind the Proposer to its provisions. Proposals are to contain a statement indicating the period during which the proposal will remain valid. A period of not less than sixty (60) calendar days from the proposal closing date is required.

Each Consultant assumes full responsibility for delivery and deposit of the completed proposal package on or before the deadline. Any proposals received after the submittal deadline will not be considered and will be returned unopened to the Proposer. The City of Dubuque will not be responsible for any loss or delay with respect to delivery of the proposals.

The City of Dubuque is not liable for any cost incurred by any Consultant prior to the

execution of an agreement or contract. Nor shall the City of Dubuque be liable for any costs incurred by the firms in responding to this RFP and those not specified in any contract. All results from this project will remain the property of the City of Dubuque.

Thank you for your consideration and interest in the project.

Sincerely,

Arielle Swift  
Public Works Director  
City of Dubuque

## **APPENDIX A – CONSULTANT EVALUATION AND SELECTION PROCESS**

### **INITIAL EVALUATION CRITERIA**

Proposals will be screened to ensure that they meet the minimum requirements of the proposal format. A selection committee of City of Dubuque personnel will review qualifying proposals and select proposals for placement on the Consultant short-list for the project. The following criteria are among those that will be used to initially evaluate submitted proposals.

1. The proposed project team's level of professional competence and a proven track record in:
  - ❑ Management and Performance Evaluations
  - ❑ Fleet Operations
  - ❑ Municipal Financial Structures
2. The proposed project team's experience working together on similar projects.
3. The quality of the proposal based on the:
  - ❑ Demonstrated understanding of the City's overall objectives;
  - ❑ Approach/methodology in completing scope of service;
  - ❑ Level of interest;
  - ❑ Knowledge of the project;
  - ❑ Proposed schedule;
  - ❑ Ability to demonstrate initiative and motivation; and

### **CONSULTANT SHORT-LIST EVALUATION CRITERIA**

A selection committee may choose to interview none, one, or all the short-listed firms. If interviews are held, both the original submitted proposal and the results of Consultant interview may be used to evaluate consultants. In addition to the evaluation criteria listed above, interviews will be judged on the consultant's:

- ❑ Responsiveness and compatibility with the City;
- ❑ General attitude and ability to communicate;

- ❑ Ability of the Consultant to communicate ideas through prepared documents and presentations;
- ❑ Ability to listen, be flexible, and follow and/or implement direction and/or ideas or concepts;
- ❑ How the Consultant team would interact with the general public, City staff, and public officials; and
- ❑ Proposed fee in relationship to the services offered.

Should the City conduct interviews, they will be conducted in a condensed format in an effort to save time and costs associated with interview preparations. The format will consist of two (2) - 15 minutes segments. The first segment will be for the consultant to make introductions of their team, describe the consultants understanding of the project, and to discuss the consultants proposed schedule. The second segment of the interview will be for the committee members to ask questions of the consultant. The consultant may bring a display board for use during the interview. No power point presentations or handouts will be allowed.

The City may also review direct and indirect references of previous work products. The City may utilize site visits or may request additional material, information, presentations from the Proposer(s) submitting the proposals.

### **SELECTED CONSULTANT FEE NEGOTIATION PROCESS**

Upon the successful completion of Consultant proposal reviews and interviews (if conducted), the committee shall recommend the selection of a Consultant to the City Manager. The City Manager may in turn make a recommendation to the City Council. A finalized scope of work and fee structure shall be directly negotiated with the Firm that is selected by the Dubuque City Council.

Upon successful negotiation of the final scope of work and fees, the Consultant shall prepare and submit, to the City, a final Work Breakdown Structure (WBS) to reflect the negotiated contract. The City's WBS form shall be used by the Consultant. Each major task/scope element of the WBS shall have a defined cost and schedule.

When the final scope has been determined, a design fee has been negotiated, and the WBS has been finalized, the consultant shall incorporate the WBS into the contract documents being prepared for signature. The Consultant shall also include, in the final contract documents, the language contained in Appendix D - City of Dubuque Contract Terms and Conditions.

If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations commenced with the Consultant ranked second, and so on until a contract can be

negotiated that is acceptable to the City.

\_\_\_\_\_End of Appendix A\_\_\_\_\_

## **APPENDIX B – RFP RULES AND PROTEST PROCEDURES**

### **MINOR IRREGULARITIES**

The City reserves the right to waive minor irregularities in submitted proposals, providing such action is in the best interest of the City. Minor irregularities are defined as those that have no adverse effect on the City's best interests and will not affect the outcome of the selection process by giving the Proposer an advantage or benefit not enjoyed by other Proposers.

### **EXCEPTIONS**

Proposed exceptions to any part of the requirements stated in this request by the Proposer must be clearly identified as exceptions and noted in the transmittal letter and in the submitted budget.

### **RANKING OF THE PROPOSALS**

No debriefings or scoring information shall be released before the City Manager has recommended a contract be negotiated with the recommended firm. However, after said authorization has been given, all contents of the selected proposal shall become public information.

### **DEFINITIONS**

The City has established for the purposes of this RFP that the words "shall", "must", or "will" are equivalent in this RFP and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, at the City's sole discretion, the deficient response is not in substantial accord with this RFP's mandatory conditions requirements.

The words "should" or "may" are equivalent in this RFP and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a proposal but may result in being considered as not in the best interest of the City.

### **DISPUTES/EXCEPTIONS**

Any prospective Proposer who disputes the reasonableness or appropriateness of any item within this RFP document, any addendum to this RFP document, notice of award or notice of rejection shall set forth the specific reason and facts concerning the dispute, in writing, within five (5) business days of the receipt of the proposal document or notification. The written dispute shall be sent via certified mail or delivered in person to the point of contract set forth in Section 7.0, who shall review the written dispute and work with the City Manager to render a decision which shall be considered final.

\_\_\_\_\_ End of Appendix B \_\_\_\_\_

## APPENDIX C – INSURANCE REQUIREMENTS

### City of Dubuque Insurance Requirements for Professional Services

#### INSURANCE SCHEDULE J

1. \_\_\_\_\_ shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project # \_\_\_\_\_ or Project Location at \_\_\_\_\_ or construction of \_\_\_\_\_.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.
8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to mutual agreement of the parties.

City of Dubuque Insurance Requirements for Professional Services

**INSURANCE SCHEDULE J (continued)**

**Exhibit I**

**A) COMMERCIAL GENERAL LIABILITY**

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
- 2) Include endorsement indicating that coverage is primary and non-contributory.
- 3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 4) Include additional insured endorsement for:  
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
- 5) Policy shall include Waiver of Right to Recover from Others endorsement.
- 6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13<sup>th</sup> Street Dubuque, Iowa 52001.

**B) AUTOMOBILE LIABILITY**

Combined Single Limit	\$1,000,000
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Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

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

**C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY**

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

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

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

## City of Dubuque Insurance Requirements for Professional Services

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

### OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

**D) UMBRELLA/EXCESS LIABILITY \$1,000,000**

The General Liability, Automobile Liability and Workers Compensation Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

**E) PROFESSIONAL LIABILITY \$2,000,000**

If the required policy provides claims-made coverage:

- 1) The Retroactive Date must be shown and must be before the date of the agreement.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
- 3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

**F) CYBER LIABILITY/BREACH \$1,000,000**

☒ Yes ☐ No

Coverage for First and Third Party liability including but not limited to lost data and restoration, loss of income and cyber breach of information.

## City of Dubuque Insurance Requirements for Professional Services

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

### **PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT**

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

# SPECIMEN

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End of Appendix C

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## APPENDIX D – CONTRACT TERMS AND CONDITIONS

The following clauses shall be included in the final signed contract:

### 1. CONSULTANT'S ENDORSEMENT ON PLANS.

The **Consultant** shall endorse the completed computations prepared under this Agreement and shall affix thereto the seal of a licensed professional engineer, or licensed professional architect, licensed to practice in the State of Iowa, in accordance with the current Code of Iowa, if applicable.

### 2. CHANGE IN SCOPE OF SERVICES.

No change in scope shall be permitted during this project without the prior written agreement of both parties and the WBS being updated.

### 3. SUBSTITUTION OF PROJECT TEAM MEMBERS.

The Project Manager, partners, management, other supervisory staff and technical specialists proposed for the project may be changed if those personnel leave the **Consultant**. These personnel may also be changed for other reasons however, in either case, the **City** retains the right to approve or reject the replacements and no replacements shall begin working on the project without the express, prior written permission of the City of Dubuque.

### 4. INSURANCE.

**Consultant** shall at all times during the performance of this Agreement provide insurance as required by the City Insurance Schedule contained in Appendix C.

### 5. INDEMNIFICATION.

To the fullest extent permitted by law, **Consultant** shall indemnify and hold harmless the **City** from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the **Consultant**, **Consultant's** subcontractor, or anyone directly or indirectly employed by **Consultant** or **Consultant** subcontractor or anyone for whose acts **Consultant** or **Consultant's** subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

### 6. ERRORS & OMISSIONS.

In the event that the work product prepared by the **Consultant** is found to be in error and revision or reworking the work product is necessary, the **Consultant** agrees that it shall do such revisions without expense to the **City**, even though final payment may have been received. The **Consultant** must give immediate attention to these changes so there will be a minimum of delay during construction. The above and foregoing is not to be constructed as a limitation of the **City's** right to seek recovery of damages for negligence on the part of the **Consultant** herein.

## **7. OWNERSHIP OF WORK DOCUMENTS.**

All sketches, tracings, plans, specifications, reports on special studies and other data prepared under this Agreement shall become the property of the **City** and shall be delivered to the **Project Manager** upon completion of the plans or termination of the services of the **Consultant**. There shall be no restriction or limitations on their future use by the **City**, except any use on extensions of the project or on any other project without written verification or adaptation by the **Consultant** for the specific purpose intended will be the **City's** sole risk and without liability or legal exposure to the **Consultant**.

The **City** acknowledges the **Consultant's** plans and specifications, including all documents on electronic media, as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the **City** upon completion of the services and payment in full of all moneys due to the **Consultant**.

The **City** and the **Consultant** agree that any electronic files prepared by either party shall conform to the specifications listed in the contract. Any change to these specifications by either the **City** or the **Consultant** is subject to review and acceptance by the other party. Additional efforts by the **Consultant** made necessary by a change to the CADD software specifications shall be compensated for as Additional Services.

The **City** is aware that significant differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by the **Consultant** and electronic files, the signed construction documents shall govern.

The **City** may reuse or make modifications to the plans and specifications, or electronic files while agreeing to take responsibility for any claims arising from any modification or unauthorized reuse of the plans and specifications.

## **8. SUBLETTING, ASSIGNMENT OR TRANSFER.**

Subletting, assignment, or transfer of all or part of the interest of the **Consultant** in this Agreement is prohibited unless written consent is obtained from the Public Works Director and approved by the **City**.

**9. GOVERNING LAW.** This Agreement shall be deemed to be made in the State of Iowa and shall in all respects be construed and governed by the laws of that state.

**10. VENUE.** In the event of litigation, venue will be in the Iowa District Court for Dubuque County.

**11. WAIVER.** The waiver of any term, condition or provision hereof shall not be construed to be a waiver of any other such term, condition or provision, nor shall such waiver be deemed a waiver of a subsequent breach of the same term, condition or provision.

## 12. MEDIATION.

**12.1** Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the Iowa State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfolded" process.

**12.2** The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

**13. NOTICES.** All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To CITY: City of Dubuque, Iowa  
Arielle Swift, Public Works Director  
925 Kerper Court  
Dubuque, IA 52001

To CONSULTANT: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**14. TERMINATION.** This Agreement may be terminated by mutual consent of both parties or by either Party at its discretion upon sixty (60) days' notice. Upon receipt of this written notice, Consultant shall stop performance under this Agreement as directed by the City.

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End of Appendix D

City of Dubuque  
City Council Meeting

Consent Items # 018.

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**ITEM TITLE:** Disaster Debris Removal Services  
**SUMMARY:** City Manager recommending authorization to award the Public Works Department Disaster Debris Removal Services to Dubuque Barge & Fleeting Service Co. d/b/a Newt Marine Service.  
**SUGGESTED DISPOSITION:** Suggested Disposition: Receive and File; Approve

**ATTACHMENTS:**

Description	Type
MVM Memo	City Manager Memo
Award RFP for Disaster Debris Removal Services Memo	Staff Memo



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

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

**SUBJECT:** Disaster Debris Removal Services

**DATE:** April 8, 2024

Public Works Director Arielle Swift is recommending City Council authorization to award the Public Works Department Disaster Debris Removal Services to Dubuque Barge & Fleeting Service Co. d/b/a Newt Marine Service.

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  
Arielle Swift, Public Works Director

**TO:** Michael C Van Milligen, City Manager  
**FROM:** Arielle Swift, Public Works Director  
**SUBJECT:** Disaster Debris Removal Services  
**DATE:** March 27, 2024

### **INTRODUCTION**

The purpose of this memorandum is to request your authorization to award the Public Works Department Disaster Debris Removal Services to Dubuque Barge & Fleeting Service Co. d/b/a Newt Marine Service.

### **BACKGROUND**

The Public Works Department anticipates the necessary disaster debris removal will be eligible for Federal Emergency Management Agency (FEMA) funding under project .

### **DISCUSSION**

Requests for proposals were posted online. While Public Works did get a few inquiries, ultimately only one bid was received. Below is a summary of the received bid:

#### Newt Marine Service

\$1,350 SQ YD Land Based

\$1,350 SQ YD Aquatic Based

I am recommending Dubuque Barge & Fleeting Service Co. d/b/a Newt Marine Service for this project based on their cost per square foot proposal. We have a long history of working with Dubuque Barge & Fleeting Service Co. d/b/a Newt Marine Service and they have the necessary equipment and staff to perform this work.

### **BUDGET**

Funding for this project will come from the Public Works Department Capital Improvement project code 5429900002. Any funding received from FEMA, will also be receipted to this project code.

### **ACTION STEP**

I am requesting that you endorse the attached agreement with Disaster Debris Removal Services to Dubuque Barge & Fleeting Service Co. d/b/a Newt Marine Service.

CC: Jenny Larson, Chief Financial Officer  
Marcus Mittvalsky, Administrative Assistant

City of Dubuque  
City Council Meeting

Consent Items # 019.

**ITEM TITLE:** Iowa Land Recycling Program Environmental Covenant

**SUMMARY:** City Manager recommending approving of the Iowa Land Recycling Program Environmental Covenant

**RESOLUTION** Approving an Iowa Land Recycling Program Environmental Covenant on property in the North Port of the Port Of Dubuque in the City Of Dubuque, Iowa

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

**ATTACHMENTS:**

**Description**

MVM Memo  
Staff Memo  
Resolution  
Covenant

**Type**

City Manager Memo  
Staff Memo  
Resolutions  
Supporting Documentation



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

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

**SUBJECT:** Iowa Land Recycling Program Environmental Covenant

**DATE:** April 8, 2024

Senior Counsel, Barry Lindahl is recommending City Council adoption of the attached Resolution approving the Iowa Land Recycling Program Environmental Covenant.

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

  
Michael C. Van Milligen

MCVM:sv  
Attachment

cc: Crenna Brumwell, City Attorney  
Cori Burbach, Assistant City Manager  
Barry Lindahl, ESQ, Senior Counsel  
Bob Schiesl, Assistant City Engineer



**BARRY A. LINDAHL, ESQ.**  
**SENIOR COUNSEL**

**MEMO**

**To:** Michael Van Milligen  
City Manager

**DATE:** April 9, 2024

**RE:** Iowa Land Recycling Program Environmental Covenant

The purpose of this Memorandum is to request City Council adoption of the attached Resolution approving the Iowa Land Recycling Program Environmental Covenant.

**Introduction**

The City of Dubuque is the owner of the property in the North Port where the Grand Harbor Hotel and Waterpark is located as well as property south of the hotel which is a public parking lot. Please see Attachment 1.

Platinum Holdings leases the hotel and waterpark from the City. The Lease Agreement between the City and Platinum Holdings, LLC granted Platinum a right of first refusal on what is referred to as the Phase 2 Parking and the Phase 2 Waterpark. Please see Attachment 2.

Diamond Jo, LLC is the holder of a nonexclusive privilege for its management employees and patrons to park in the parking lot pursuant to a Lease Agreement with the City and the Amended and Restated Port of Dubuque Public Parking Facility Development Agreement.

**Environmental History**

The City acquired the parking lot from the former owner, a bulk oil storage company. The City enrolled the property in the Land Recycling Program. Iowa Department of Natural Resources (IDNR) required soil and groundwater testing which indicated solid and groundwater contamination. The IDNR required the installation of monitoring wells on the property. Recent reports based on the monitoring wells recommended closure of the property through the use of institutional controls. IDNR approved use of a covenant as an institutional control.

**Environmental Covenant**

IDNR provided the attached Environmental Covenant for City review. The boundaries of the covenants are shown on Attachment 3. Attachment 4 shows the boundaries in relation to the Platinum Holdings and Diamond Jo interests.

The City Attorneys Office has reviewed the Environmental Covenant and finds the terms acceptable.

Because of the interests of Platinum Holdings, LLC and Diamond Jo, LLC, they were required to consent to the covenant and have done so.

The more significant terms of the covenant are that no drinking water or non-drinking water wells may be installed on the property and the property may not be developed as a residential land-use area. IDNR must approve any future redevelopment.

**Requested Action**

It is recommended that the attached Resolution approving the Iowa Land Recycling Program Environmental Covenant be submitted to the City Council for consideration and adoption.

BAL:jmm


cc: Crenna Brumwell, City Attorney  
Bob Schiesl, Assistant City Engineer

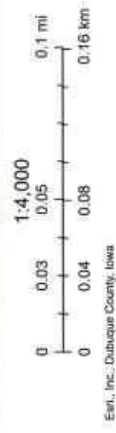
## ATTACHMENT 1

# ArcGIS Web Map



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 Tax Parcels



Web AppBuilder for ArcGIS  
© Dubuque County GIS

## ATTACHMENT 2



## ATTACHMENT 3



## ATTACHMENT 4



**RESOLUTION NO. \_\_\_\_\_ - 24**

**APPROVING AN IOWA LAND RECYCLING PROGRAM ENVIRONMENTAL COVENANT ON PROPERTY IN THE NORTH PORT OF THE PORT OF DUBUQUE IN THE CITY OF DUBUQUE, IOWA**

Whereas, the City of Dubuque is the owner of the following described real property located in the North Port of the City of Dubuque, Iowa;

Part of Lot 2 of Riverwalk 4<sup>th</sup> Addition in the City of Dubuque, Iowa, and part of Lots 6, 11 and B of Ice Harbor Development in the City of Dubuque, Iowa, more particularly described as follows:

Commencing at the Southeasterly corner of Lot B of Ice Harbor Development in the City of Dubuque, Iowa;

Thence North 58 Degrees 58 Minutes 55 Seconds West along the Southerly line of said Lot B a distance of approximately 230.00 feet to a line on the back of an existing sidewalk and the Point of Beginning;

Thence North 31 Degrees 01 Minutes 05 Seconds East along said back of sidewalk and its northerly extension a distance of approximately 175.00 feet to a line on the south edge of an existing driveway and its westerly extension;

Thence South 58 Degrees 58 Minutes 55 Seconds East along said south edge and westerly extension a distance of approximately 350.00 feet to a line on the easterly edge of an existing parking lot and its northerly extension;

Thence South 31 Degrees 01 Minutes 05 Seconds West along said easterly edge and northerly extension a distance of approximately 425.00 feet to a point on the southerly edge of an existing parking lot;

Thence North 58 Degrees 58 Minutes 55 Seconds West along said southerly edge a distance of approximately 195.00 feet;

Thence North 27 Degrees 28 Minutes 40 Seconds West a distance of approximately 181.80 feet to a point on the back of an existing sidewalk and its southerly extension;

Thence North 31 Degrees 01 Minutes 05 Second East along said back of sidewalk and southerly extension a distance of approximately 155.00 feet to the point of beginning, containing 3.25 acres, more or less

as shown on the attached exhibits; and

Whereas, the Iowa Department of Natural Resources has requested the City of Dubuque approve the attached Iowa Land Recycling Program Environmental Covenant shown on the attached exhibit; and

Whereas, the City Council finds that it is in the best interests of the City of Dubuque to approve the Iowa Land Recycling Program Environmental Covenant.

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

Section 1. The Iowa Land Recycling Program Environmental Covenant is hereby approved.

Section 2. The City Manager is authorized and directed to sign the Iowa Land Recycling Program Environmental Covenant on behalf of the City of Dubuque and to take such actions as are necessary to carry out the terms of the Iowa Land Recycling Program Environmental Covenant.

Section 3. The City Clerk is directed to record Iowa Land Recycling Program Environmental Covenant in the Office of the Dubuque County Recorder.

Passed, approved and adopted this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Brad M. Cavanagh, Mayor

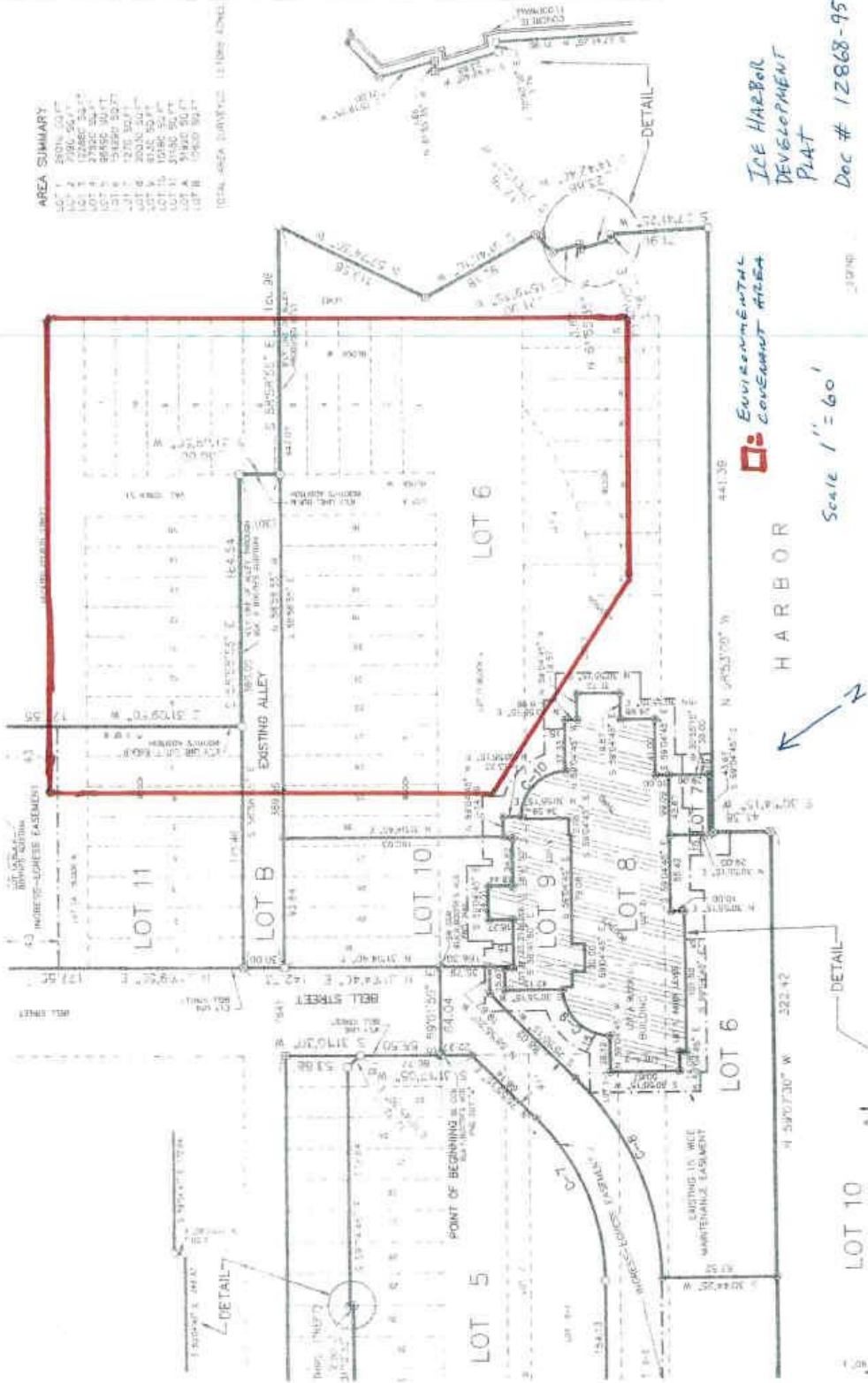
Attest:

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

AREA SUMMARY

LOT 1	580N 50.0' E
LOT 2	708.0' S
LOT 3	100.0' S
LOT 4	278.0' S
LOT 5	865.0' S
LOT 6	543.0' S
LOT 7	127.0' S
LOT 8	82.0' S
LOT 9	108.0' S
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LOT 99	513.0' S
LOT 100	513.0' S

TOTAL AREA 100.00 ACRES



ICE HARBOR  
DEVELOPMENT  
PLAT  
Doc # 12868-95


ENVIRONMENTAL  
COVENANT AREA

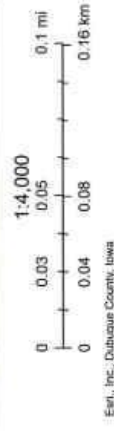
Scale 1" = 60'

# ArcGIS Web Map



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 Tax Parcels



Web AppBuilder for ArcGIS  
© Dubuque County GIS

## IOWA LAND RECYCLING PROGRAM ENVIRONMENTAL COVENANT

This environmental covenant is established pursuant to Iowa Code (IC) 455I entitled Uniform Environmental Covenants Act.

The City of Dubuque, hereafter "grantor(s)" and "holder(s)," and the Iowa Department of Natural Resources (Department) in its capacity as an agency of the State of Iowa, enter into this environmental covenant for the purpose of subjecting the property described below to certain activity and use limitations in accordance with the terms and conditions as specified herein pursuant to the authority granted the Department in IC §§ 455B.103(7) and 455H.206 and Department rules in chapter 567 Iowa Administrative Code (IAC) 137.

1. **Affected Property.** The grantor(s) identified below is(are) the fee title owner(s) of the property located at 320 Bell Street, Dubuque, Dubuque County, Iowa. The property is legally described as:

Part of Lot 2 of Riverwalk 4<sup>th</sup> Addition in the City of Dubuque, Iowa, and part of Lots 6, 11 and B of Ice Harbor Development in the City of Dubuque, Iowa, more particularly described as follows:

Commencing at the Southeasterly corner of Lot B of Ice Harbor Development in the City of Dubuque, Iowa;

Thence North 58 Degrees 58 Minutes 55 Seconds West along the Southerly line of said Lot B a distance of approximately 230.00 feet to a line on the back of an existing sidewalk and the Point of Beginning;

Thence North 31 Degrees 01 Minutes 05 Seconds East along said back of sidewalk and its northerly extension a distance of approximately 175.00 feet to a line on the south edge of an existing driveway and its westerly extension;

Thence South 58 Degrees 58 Minutes 55 Seconds East along said south edge and westerly extension a distance of approximately 350.00 feet to a line on the easterly edge of an existing parking lot and its northerly extension;

Thence South 31 Degrees 01 Minutes 05 Seconds West along said easterly edge and northerly extension a distance of approximately 425.00 feet to a point on the southerly edge of an existing parking lot;

Thence North 58 Degrees 58 Minutes 55 Seconds West along said southerly edge a distance of approximately 195.00 feet;

Thence North 27 Degrees 28 Minutes 40 Seconds West a distance of approximately 181.80 feet to a point on the back of an existing sidewalk and its southerly extension;

Thence North 31 Degrees 01 Minutes 05 Second East along said back of sidewalk and southerly extension a distance of approximately 155.00 feet to the point of beginning, containing 3.25 acres, more or less.

Hereinafter, the affected property will be referred to as "the property."

2. **Land Recycling Program Risk Management.** The property subject to this covenant is enrolled in the Department's Land Recycling Program (LRP) established in IC chapter 455H and administered under Department rules in chapter 567 IAC 137.

Under the LRP, the environmental response project as defined in IC § 455I.2(5) has consisted of a soil and groundwater investigation and risk assessment of an affected area which includes this property. This response action has been undertaken by The City of Dubuque. Soil and/or groundwater contamination has been identified on the property. The Department has approved a response action plan which includes the use of this environmental covenant as one method for managing the risk of future exposure to this contamination.

An Environmental Sampling Report was prepared by Blackstone Environmental dated December 6, 2022 that consisted of sampling of four groundwater monitoring wells and vapor sampling of onsite sewer line. The report recommended closure of the property including the use of institutional controls. The Department approved the report and use of this covenant as an institutional control in an email dated January 23, 2023.

3. **Institutional Controls.** IC § 455H.206 and Department rules in chapter 567 IAC 137 authorize the use of an environmental covenant as an institutional control. The purpose of this environmental covenant is to manage the risk of future exposure to existing contaminant conditions by limiting specified land use activities at this property, establishing affirmative obligations and enforcing the terms of this covenant.

4. **Reopening.** The signatories to this covenant acknowledge that failure of the activity and use limitations enumerated in section eight (8) to serve their intended purpose of preventing the risk of exposure to contaminant conditions could result in the Department reopening review and regulation of the property as provided under the terms of this environmental covenant, IC chapters 455H and 455I, and applicable Department administrative rules.

5. **Identity of Grantor(s) and Holder(s):**

**GRANTOR(S):** City of Dubuque

**HOLDER(S):** City of Dubuque, owner

Platinum Holdings, LLC, holder of a right of first refusal on a part of the Property pursuant to a Lease Agreement dated June 4, 2001 between the City of Dubuque and Platinum Holdings, LLC.

Diamond Jo, LLC, holder of a nonexclusive privilege for its management employees and patrons to park on a part of the Property pursuant to a Lease Agreement dated June 1, 2005 between the

City of Dubuque, Iowa and Peninsula Gaming Company, LLC, and the Amended and Restated Port of Dubuque Public Parking Facility Development Agreement dated October 1, 2007 between the City of Dubuque, Iowa and Diamond Jo, LLC.

**AGENCY:** Iowa Department of Natural Resources

6. **Representations and Warranties.** The grantor(s) warrant to the other signatories to this covenant the following:

- a. that the grantor[s] is [are] the sole fee title owner[s] of the property;
- b. that the grantor[s] hold[s] hold sufficient fee title to the property to grant the rights and interests described in this covenant free of any conflicting legal and equitable claims;
- c. that the grantor[s] has [have] identified all other persons holding legal or equitable interests, including but not limited to contract buyers, mortgage holders, other consensual lienholders, and lessees and secured their consent either by signatures on this covenant.

7. **Running with the Land.** This environmental covenant is perpetual and runs with the land as provided in IC § 455I.9 until modified or terminated. The terms of this environmental covenant are binding on the grantors and all successors in interest, assigns and all transferees acquiring or owning any right, title, lien or interest in the property and their heirs, successors, assigns, grantees, executors, administrators and devisees. The term "transferee," as used in this environmental covenant, shall mean any future owner of any interest in the property or any portion thereof, including, but not limited to, owners of an interest in fee simple, contract buyers, mortgagees, easement holders and/or lessees.

8. **Activity and Use Limitations and Terms.** The property is subject to the following use limitations and terms:

(1) No drinking water or non-drinking water wells as defined in Iowa Department of Natural Resources Rule 567 Iowa Administrative Code 135.2 and as subsequently amended shall be installed within the boundaries of the property. For purposes of reference, drinking water well means, "Any groundwater well used as a source for drinking water by humans and groundwater wells used primarily for the final production of food or medicine for human consumption in facilities routinely characterized with the Standard Industrial Codes (SIC) group 283 for drugs and 20 for foods (or the North American Industry Classification System (NAICS) Codes of 3254 for drugs and 311 for food)." Non-drinking water well means, "any groundwater well (except an extraction well used as part of a remediation system) not defined as a drinking water well including a groundwater well which is not properly plugged in accordance with department rules in 567-Chapters 39 and 49."

(2) The property may not be redeveloped as a residential area. "*Residential land-use area*" means an area zoned for residential use or an area where residential use currently exists, is planned, or is not otherwise precluded. In addition, a residential land-use area includes other areas where frequent, long-term, close contact with soils is likely to occur (e.g., playgrounds, sport fields, gardens, child care facilities).

Iowa Admin. Code r. 567-137.2(455H)

(3) **Vapor Intrusion (VI) Evaluation, Technological Control, and/or Mitigation Requirement:**

This environmental covenant requires that a Department-approved VI evaluation be conducted in the future if any redevelopment is to take place on the property. Prior to any such activity, the Department shall be notified by the property owner and the property owner shall be responsible for the development and submittal of a VI evaluation work plan detailing the proposed site activities. The results of the VI evaluation may require a response action in the form of a technological control or VI mitigation, as determined by the Department. In that case, the property owner shall develop and submit a response action work plan to the Department for approval. Alternatively, technological control or VI mitigation would be required on future structures.

9. **Notice of Non-Compliance.** Any property owner or subsequent transferee of an interest in the property shall notify the Department as soon as possible of conditions which would constitute a breach of the activity and use limitations in paragraph eight (8) if they have actual knowledge of these conditions or would reasonably be deemed to have knowledge within the normal course of administration of their property interest.

10. **Notice to Lessees.** Grantor(s), any holder(s) with a property interest sufficient to grant a lease of the property, and any subsequent transferee shall incorporate the activity and use limitations of this covenant either in full or by reference to this instrument in any lease, license, or other instrument granting a right to possession of the property.

11. **Access to Property.** Reasonable access to the property is granted the Department or any authorized representative of the Department, public or private, for the purpose of implementation, monitoring and enforcement of the terms of this environmental covenant. The Department, its authorized representatives, or other persons entitled to access shall provide the current owner of the property with reasonable notice, an explanation of the reasons for entry and the scope of onsite activities prior to access. Right of access includes, but is not limited to, the following activities:

- a. repair and maintenance of remedial action equipment, soil caps, groundwater monitoring wells and associated aboveground or subsurface structures
- b. fencing and other technological controls
- c. groundwater sampling and monitoring
- d. additional drilling
- e. construction of soil boring and/or groundwater monitoring wells
- f. other activities authorized or otherwise directed by the Department.

12. **Groundwater Hazard Statement Notice.** IC § 558.69 requires submission of a groundwater hazard statement and disclosure if "hazardous waste" exists on the property as defined in IC § 455B.411(3) or if the Department determines that solid waste exists on the property that is potentially hazardous. If hazardous waste is present, the groundwater hazard statement must state that the condition is being managed in accordance with Department rules. The signatories and all subsequent transferees required to submit a groundwater hazard statement

under IC § 558.69 shall make reference to this environmental covenant in substantially the following form:

THE INTEREST CONVEYED IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED **TBD** RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE *DUBUQUE* COUNTY RECORDER ON [date – **TBD**] IN [TBD - document, book and page, or parcel number].

THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

(1) No drinking water or non-drinking water wells as defined in Iowa Department of Natural Resources Rule 567 Iowa Administrative Code 135.2 and as subsequently amended shall be installed within the boundaries of the property. For purposes of reference, drinking water well means, "Any groundwater well used as a source for drinking water by humans and groundwater wells used primarily for the final production of food or medicine for human consumption in facilities routinely characterized with the Standard Industrial Codes (SIC) group 283 for drugs and 20 for foods (or the North American Industry Classification System (NAICS) Codes of 3254 for drugs and 311 for food)." Non-drinking water well means, "any groundwater well (except an extraction well used as part of a remediation system) not defined as a drinking water well including a groundwater well which is not properly plugged in accordance with department rules in 567-Chapters 39 and 49."

(2) The property may not be redeveloped as a residential area. "Residential land-use area" means an area zoned for residential use or an area where residential use currently exists, is planned, or is not otherwise precluded. In addition, a residential land-use area includes other areas where frequent, long-term, close contact with soils is likely to occur (e.g., playgrounds, sport fields, gardens, child care facilities). Iowa Admin. Code r. 567-137.2(455H)

(3) Vapor Intrusion (VI) Evaluation, Technological Control, and/or Mitigation Requirement:

This environmental covenant requires that a Department-approved VI evaluation be conducted in the future if any redevelopment is to take place on the property. Prior to any such activity, the Department shall be notified by the

property owner and the property owner shall be responsible for the development and submittal of a VI evaluation work plan detailing the proposed site activities. The results of the VI evaluation may require a response action in the form of a technological control or VI mitigation, as determined by the Department. In that case, the property owner shall develop and submit a response action work plan to the Department for approval. Alternatively, technological control or VI mitigation would be required on future structures.

13. **Modification and Termination.** Modification or termination of the terms of this covenant shall comply with the standards in IC chapter 455H.206 and applicable Department administrative rules. The terms of this environmental covenant may be modified or terminated by written consent of the Director of the Department, the then current fee simple title owner and all original signatories (unless exempted under the provisions of IC § 455I.10(1) "c" in accordance with and subject to the provisions of IC § 455I.10). The termination or modification is not effective until the document evidencing consent of all necessary persons is properly recorded. If not by consent, any modification or termination of this environmental covenant shall be in accordance with IC § 455I.9 and such additional terms as specified in this covenant.

14. **Enforcement.** The terms of this environmental covenant may be enforced in a civil action for injunctive or other equitable relief by the signatories and those persons authorized by and in accordance with IC § 455I.11.

15. **Severability.** If any provision of this environmental covenant is found to be unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

16. **Governing Law.** This environmental covenant shall be governed by and interpreted in accordance with the laws of the State of Iowa.

17. **Recordation.** Within thirty (30) days after Department approval of this environmental covenant, the grantor[s] shall record the environmental covenant in the same manner as a deed to the property with the Dubuque County Recorder's Office.

18. **Effective Date.** The effective date of this environmental covenant shall be the date upon which the fully executed environmental covenant has been properly recorded with the Dubuque County Recorder's Office.

19. **Notice.** Unless otherwise notified in writing by the Department, any document or communication required by this environmental covenant shall be submitted to:

Iowa Department of Natural Resources  
Land Recycling Program  
Wallace State Office Building  
502 E 9<sup>th</sup> Street

Des Moines, IA 50319

20. **Subordination and Consent.** By signing this environmental covenant, the signatories knowingly and intelligently acknowledge their consent to the terms of this agreement. The following persons have expressly consented:

Platinum Holdings, LLC

By: 

Its

MEMBER LLC.

Diamond Jo, LLC

By: 

Its

VP and General Manager

21. **Notice of Change in Ownership.** Grantor and holder with sufficient property interest to convey a possessory interest in the property and any subsequent transferee with sufficient interest shall reference and incorporate the terms of this agreement into any subsequent instrument which conveys a possessory interest in the property.

## ACKNOWLEDGMENTS

### GRANTORS

\_\_\_\_\_  
Michael C. Van Milligen, City Manager

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

State of Iowa)  
County of Dubuque) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally appeared Michael C. Van Milligen, known to me to be the City Manager of the Grantor who executed the foregoing instrument, and acknowledge that this person executed the same as his/her/their voluntary act and deed.

\_\_\_\_\_  
Notary Public for State of Iowa

Print Name: \_\_\_\_\_  
(Seal, if any)

My commission expires: \_\_\_\_\_

### HOLDERS:

Platinum Holdings, LLC

Charles M. Newman Signed this 22 day of MARCH, 2024.

State of Iowa) FLORIDA  
County of Dubuque) ss. LEE

On this 22ND day of MARCH, 2024, before me personally appeared CHARLES M. NEWMAN, known to me to be MEMBER / MANAGER of Platinum Holdings, LLC, who executed the foregoing instrument, and acknowledge that this person executed the same as his/her/their voluntary act and deed.

Sandra G. Doubles  
Notary Public for State of Iowa

FLORIDA



Print Name: \_\_\_\_\_  
(Seal, if any)

My commission expires: \_\_\_\_\_

Diamond Jo, LLC

Wendy Runde Signed this 26 day of March, 2024.

State of Iowa)  
County of Dubuque) ss.

On this 26<sup>th</sup> day of MARCH, 2024, before me personally appeared WENDY RUNDE, known to me to be VP AND GENERAL MANAGER of Diamond Jo, LLC, who executed the foregoing instrument, and acknowledge that this person executed the same as his/her/their voluntary act and deed.

[Signature]  
Notary Public for State of Iowa



Print Name: BARRY LINDAHL  
(Seal, if any)

My commission expires: 11/04/2024

**AGENCY:**

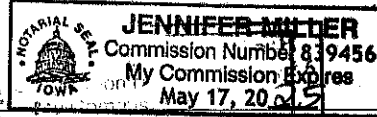
Kayla Lyon Signed this 17<sup>th</sup> day of Jan, 2024  
Kayla Lyon, Director  
Iowa Department of Natural Resources

State of Iowa)  
County of Dubuque) ss.

On this 17<sup>th</sup> day of January, 2024, before me personally appeared Kayla Lyon, known to me to be the Director of the Iowa Department of Natural Resources or the lawful designee of the Director who executed the foregoing instrument, and acknowledge that this person executed the same as his/her/their voluntary act and deed.

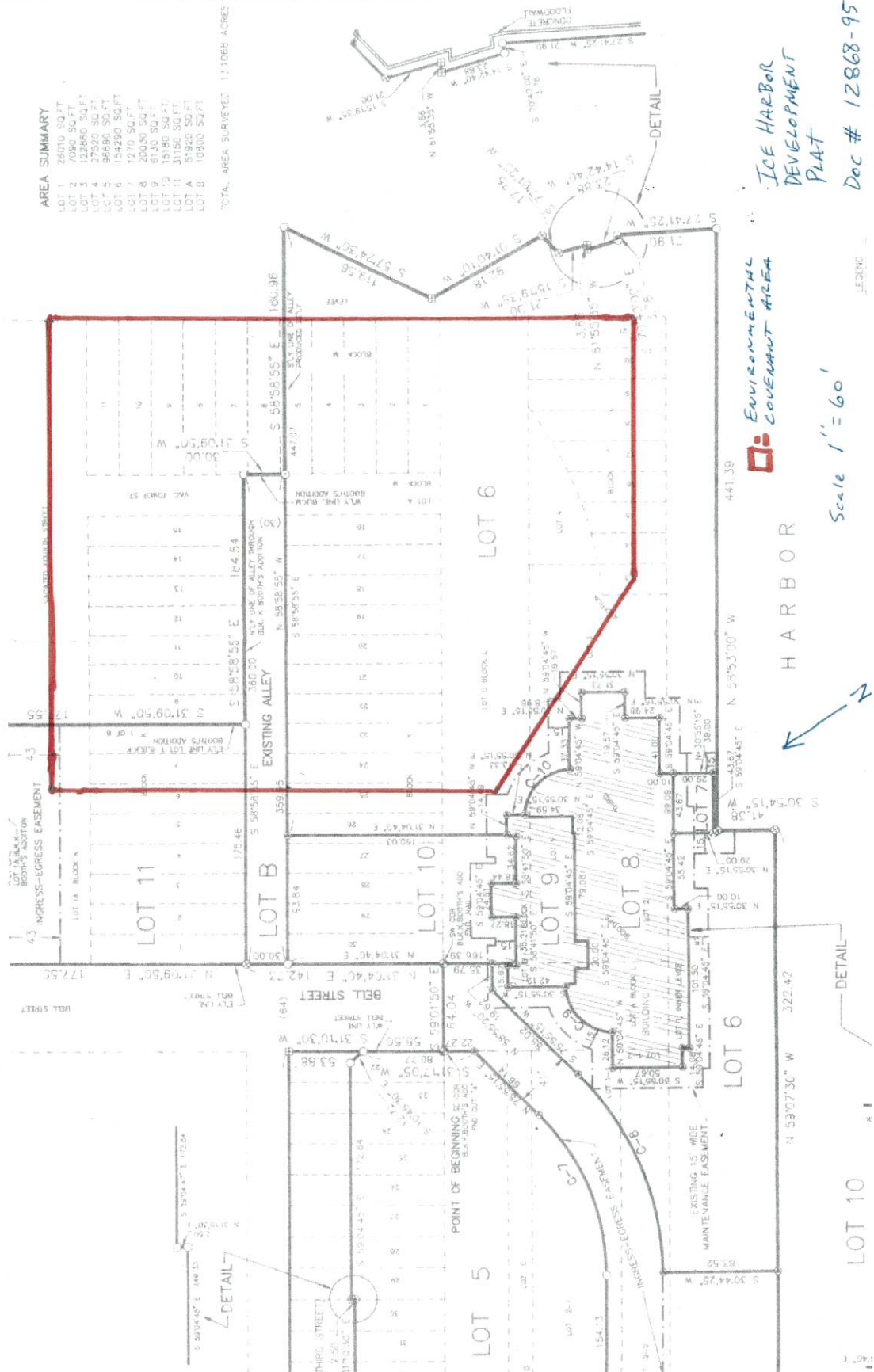
Jennifer Miller

Notary Public for State of Iowa



Print Name:  
(Seal, if any)

My commission expires: May 17, 2025



**City of Dubuque  
City Council Meeting**

**Consent Items # 020.**

---

**ITEM TITLE:** Approving a First Amendment to a Development Agreement by and between the City of Dubuque and Switch Homes, LLC

**SUMMARY:** City Manager recommending approving a First Amendment to a Development Agreement by and between the City of Dubuque and Switch Homes, LLC to provide authority for the collateral assignment of Economic Development Grants to the Developer's lender. The project promotes the City's goal of Livable Neighborhoods and Housing: Great Place to Live.

**RESOLUTION** Approving the First Amendment to Development Agreement by and Between the City of Dubuque, Iowa and Switch Homes, LLC

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

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
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:** Approving a First Amendment to a Development Agreement by and between the City of Dubuque and Switch Homes, LLC

**DATE:** April 8, 2024

Economic Development Director Jill Connors is recommending City Council adopt the attached resolution approving a First Amendment to a Development Agreement by and between the City of Dubuque and Switch Homes, LLC to provide authority for the collateral assignment of Economic Development Grants to the Developer's lender. The project promotes the City's goal of Livable Neighborhoods and Housing: Great Place to Live.

The Developer's lender is requesting authority in the Development Agreement for collateral assignment of the Economic Development Grant proceeds as part of its financing to the project. The attached First Amendment to the Development Agreement provides for this authority. The amendment has been reviewed and approved by the City Attorney's Office. As part of the arrangement, the City will require the following in the assignment document:

1. Developer remains responsible for completing the obligations in the Development Agreement.
2. The Bank's rights to the ED Grants are no greater than those of Developer; the Assignment does not alter the terms of the Development Agreement.
3. Developer releases any claims against the City if the City makes the payments to the Bank under the terms of the Assignment.
4. The Bank needs to provide written notice to the City when payments should be made to it versus the Developer, and if/when the payments should go back to being paid to the Developer.
5. The manner in which payment should be made to the Bank, and the name and address to which any written notice should be made to the Bank.
6. The Bank cannot further assign its rights to such payments without the City's consent.

All other requirements of the Development Agreement remain the same.

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:** Approving a First Amendment to a Development Agreement by and between the City of Dubuque and Switch Homes, LLC

**DATE:** March 21, 2024

## **INTRODUCTION**

This memorandum presents for City Council consideration and action the attached resolution approving a First Amendment to a Development Agreement by and between the City of Dubuque and Switch Homes, LLC to provide authority for the collateral assignment of Economic Development Grants to the Developer's lender.

## **BACKGROUND**

Switch Homes, LLC (Developer) has proposed to construct 105 single-family homes and multifamily units in an area locally referred to as Mozena Farms, located south of the Northwest Arterial and east of John F. Kennedy Road. The City entered into a Development Agreement with Switch Homes, LLC by Resolution 199-23 dated June 20, 2023.

## **DISCUSSION**

As part of the project, numerous public improvements must be made, including the construction of streets and installation of public utilities. Under Iowa Code, the City may exercise its urban renewal authority and use tax increment to reimburse expenses for public improvements. Urban Renewal Tax Increment Revenue Grant Obligations (Economic Development Grants) will be made to the Developer based on the actual increment received by the City, minus the 38% set-aside for low-income housing programs, for each 6-month period during the term of the Development Agreement.

The Developer's lender is requesting authority in the Development Agreement for collateral assignment of the Economic Development Grant proceeds as part of its financing to the project. The attached First Amendment to the Development Agreement provides for this authority. The amendment has been reviewed and approved by the City Attorney's Office. As part of the arrangement, the City will require the following in the assignment document:

1. Developer remains responsible for completing the obligations in the Development Agreement.
2. The Bank's rights to the ED Grants are no greater than those of Developer; the Assignment does not alter the terms of the Development Agreement.
3. Developer releases any claims against the City if the City makes the payments to the Bank under the terms of the Assignment.
4. The Bank needs to provide written notice to the City when payments should be made to it versus the Developer, and if/when the payments should go back to being paid to the Developer.
5. The manner in which payment should be made to the Bank, and the name and address to which any written notice should be made to the Bank.
6. The Bank cannot further assign its rights to such payments without the City's consent.

All other requirements of the Development Agreement remain the same.

#### **RECOMMENDATION / ACTION STEP**

I recommend that the City Council adopt the attached resolution approving a First Amendment to a Development Agreement by and between the City of Dubuque and Switch Homes, LLC. The project promotes the City's goal of Livable Neighborhoods and Housing: Great Place to Live.

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

**RESOLUTION NO. \_\_\_\_\_ - 24**

**APPROVING THE FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND SWITCH HOMES, LLC**

WHEREAS, the City of Dubuque (City) and Switch Homes, LLC (Developer) previously entered into that certain Development Agreement dated June 20, 2023 with respect to the matters specified therein; and

WHEREAS, the parties desire to further modify the Development Agreement as set out in the First Amendment to Development Agreement; and

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

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

Section 1. That the First Amendment to Development Agreement between the City of Dubuque, Iowa and Switch Homes, LLC, a copy of which is attached hereto, is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute the First Amendment to Development Agreement on behalf of the City 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 1<sup>st</sup> day of April, 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  
SWITCH HOMES, LLC**

This First Amendment to Development Agreement, dated for reference purposes the \_\_\_\_ day of \_\_\_\_\_, 2024, is made and entered into by the City of Dubuque, Iowa, a municipality (City), and Switch Homes, LLC, an Iowa limited liability company (Developer). City and Developer are hereinafter sometimes collectively referred to as the Parties.

Whereas, City and Developer previously entered into that certain Development Agreement dated June 20, 2023 (the Agreement) with respect to the matters specified therein; and

Whereas, City and Developer desire to modify the Agreement as set forth herein.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL TERMS AND COVENANTS CONTAINED HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE ACKNOWLEDGED BY THE PARTIES, THE PARTIES AGREE AS FOLLOWS:

Section 1. Section 3.1 of the Development Agreement is hereby amended to add a Section 3.1(G):


3.1(G) Assignment of Economic Development Grants. Notwithstanding Section 5.6, Developer may make a collateral assignment of its rights under this Agreement to the Economic Development Grants for purposes of financing the construction of the Minimum Improvements upon the prior written consent of the City to the terms and conditions of the assignment, which consent shall not be unreasonably withheld.

Section 2. All other terms of the Development Agreement, as amended, shall remain in full force and effect.

**CITY OF DUBUQUE, IOWA**

**SWITCH HOMES, LLC**

By: \_\_\_\_\_  
Brad M. Cavanagh, Mayor

By:  \_\_\_\_\_  
Matthew T. Mulligan, President

**ATTEST:**

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

City of Dubuque  
City Council Meeting

Consent Items # 021.

**ITEM TITLE:** Plat of Survey of Splendid Valley Estates

**SUMMARY:** Zoning Advisory Commission recommending approval of the Final Plat of Splendid Valley Estates request subject to waive the street frontage requirement for Lot 1.

**RESOLUTION** Approving the Final Plat of Splendid Valley Estates, Dubuque County, Iowa

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

**ATTACHMENTS:**

**Description**

ZAC Letter to CC  
Planning Application  
Final Plat  
ZAC Staff Memo  
Resolution

**Type**

Resolutions  
Supporting Documentation  
Staff Memo  
Staff Memo  
Resolutions

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



April 3, 2024

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

Applicant: Kallie and Nick Welter  
Location: Lost Canyon Road, PIN 1412400022, 1412400005, & 1412400006  
Description: Plat of Survey of Splendid Valley Estates

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**

Kallie Welter, 16836 Hannan Road, Holy Cross, spoke on behalf of the application. She stated that they are seeking to plat the subject property, parceling off Lot 1.

Staff detailed the staff report noting the submitted Plat of Survey of Splendid Valley Estates would create two lots from the existing three lots. Staff described the layout of the site stating that the house and garage would be on Lot 1 with access via a shared access easement to the county roadway, Lost Canyon Road. Staff stated that Lot 1 does not have frontage along a private or public street and therefore, requires a waiver of the street frontage requirement. Staff also noted that the property is in the County but is within the City's two-mile extraterritorial jurisdiction and therefore requires City review and approval.

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 waive the street frontage requirement for Lot 1.

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

Respectfully submitted,

Matt Mulligan, Chairperson  
Zoning Advisory Commission

## 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: Lost Canyon Road  
Legal Description/Parcel ID#/Subdivision: PIN 1412400022, 1412400006, and 1412400005  
Existing Zoning: County R2 Proposed Zoning: County R2 Site Area (square feet/acres): 42.015 acres total  
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 for Lot 1 which does not have frontage on a public street or approved private street.

### C. Applicant/Agent Information

Name: Kallie & Nick Welter Phone: 563-590-3614  
Address: 16836 Hannan Rd. City: Holy Cross  
State: IA Zip: 52053 Email: Kallie.welter@gmail.com

### D. Property Owner(s) Information

same as above  
Name(s): \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_ Email: \_\_\_\_\_

### 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: Kallie Welter Date: 3-20-24  
Property Owner(s): [Signature] Date: 3-20-24

### FOR OFFICE USE ONLY

Fee \$ 500 Ck# 5605 ☐ CC ☐ Cash Received by Matt Date 3/20/24

**RECORDER'S INDEX**

LOCATION: LOT 1-1, LOT 1-2-1, AND LOT 2-2-1,  
ALL IN THE NORTHEAST QUARTER OF THE  
SOUTHEAST QUARTER; THE SOUTHEAST  
QUARTER OF THE SOUTHEAST QUARTER  
LYING NORTH OF U.S. HIGHWAY NO. 20; AND  
LOT 2 OF THE WEST HALF OF THE SOUTHEAST  
QUARTER; ALL IN SECTION 12, TOWNSHIP 88  
NORTH, RANGE 1 EAST OF THE 5th P.M.,  
DUBUQUE COUNTY, IOWA

REQUESTOR: NICHOLAS S. WELTER  
PROPRIETOR: KALLIE JO WELTER AND  
NICHOLAS S. WELTER

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

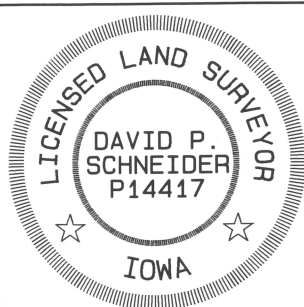
RETURN TO: DAVID P. SCHNEIDER  
P.O. BOX 128 FARLEY, IOWA  
Ph#563-744-3631 daves@yousq.net

**FINAL PLAT**  
**SPLENDID VALLEY ESTATES, DUBUQUE COUNTY, IOWA**

LOT 1 OF LOT 1, LOT 1 OF LOT 2 OF LOT 1, AND LOT 2 OF  
LOT 2 OF LOT 1, ALL IN THE NORTHEAST QUARTER OF THE  
SOUTHEAST QUARTER; THE SOUTHEAST QUARTER OF THE  
SOUTHEAST QUARTER LYING NORTH OF U.S. HIGHWAY NO. 20;  
AND LOT 2 OF THE WEST HALF OF THE SOUTHEAST QUARTER;  
ALL IN SECTION 12, TOWNSHIP 88 NORTH, RANGE 1 EAST  
OF THE 5th P.M., DUBUQUE COUNTY, IOWA

**SURVEY DESCRIPTION -**  
**SPLENDID VALLEY ESTATES, DUBUQUE COUNTY, IOWA**

LOT 1 OF LOT 1, LOT 1 OF LOT 2 OF LOT 1, AND LOT 2 OF LOT 2 OF LOT 1,  
ALL IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THE SOUTHEAST  
QUARTER OF THE SOUTHEAST QUARTER LYING NORTH OF U.S. HIGHWAY NO. 20;  
AND LOT 2 OF THE WEST HALF OF THE SOUTHEAST QUARTER; ALL IN SECTION  
12, TOWNSHIP 88 NORTH, RANGE 1 EAST OF THE 5th P.M., DUBUQUE COUNTY,  
IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE EAST  
QUARTER CORNER OF SAID SECTION 12; THENCE S00°13'56"W, 835.75 FEET  
ALONG THE WEST LINE OF LOT 2 OF LOT 1 AND LOT 1 OF LOT 1 IN SIEGERT  
ADDITION TO DUBUQUE COUNTY, IOWA, TO THE NORTHERLY RIGHT OF WAY  
LINE OF U.S. HIGHWAY NO. 20; THENCE ALONG SAID NORTHERLY RIGHT OF  
WAY LINE S48°37'15"W, 386.87 FEET; THENCE S57°35'26"W, 584.20 FEET;  
THENCE S66°18'34"W, 250.11 FEET; THENCE S82°16'03"W, 390.37 FEET TO  
THE WEST LINE OF LOT 2 IN THE WEST HALF OF THE SOUTHEAST QUARTER  
OF SAID SECTION 12; THENCE N00°06'28"E, 1572.40 FEET ALONG SAID WEST  
LINE OF SAID LOT 2 TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE  
S89°07'27"E, 40.57 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST  
QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE  
S89°24'09"E, 1359.29 FEET ALONG THE NORTH LINE OF THE NORTHEAST  
QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12 TO THE  
POINT OF BEGINNING, CONTAINING 42.015 ACRES, WHICH INCLUDES 7.752  
ACRES OF EXISTING PUBLIC ROAD RIGHT OF WAY.



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

David P. Schneider P.L.S. P14417

Date:

My license renewal date is December 31, 2025.

Pages or sheets covered by this seal: SHEETS 1 & 2

**SCHNEIDER**  
**Land Surveying**  
**&**  
**Planning, Inc.**

P.O. Box 128  
Farley, Iowa 52046  
Ph# 563-744-3631  
daves@yousq.net

Project: 2847FP

Survey Date: 2/23/2024

Sheet: 1 of 7



OWNER'S CONSENT

\_\_\_\_\_, Iowa \_\_\_\_\_, 2024

The foregoing plat of **Splendid Valley Estates, Dubuque County, Iowa**, is made with the free consent and in accordance with the desires of the undersigned owners and proprietors of said real estate.

\_\_\_\_\_  
Nicholas S. Welter

\_\_\_\_\_  
Kallie Jo Welter

State of Iowa                    )  
  ) ss:  
County of Dubuque         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public in and for said State, personally appeared Nicholas S. Welter and Kallie Jo Welter, to me personally known, who being by me duly affirmed did say that they, said Nicholas S. Welter and Kallie Jo Welter, acknowledged the execution of said instrument to be their voluntary act and deed voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said State  
My Commission Expires \_\_\_\_\_

MORTGAGE HOLDERS ACKNOWLEDGMENT

The undersigned for \_\_\_\_\_ of \_\_\_\_\_, State of Iowa, do hereby certify that the attached plat of **Splendid Valley Estates, Dubuque County, Iowa**, is made with our free consent and in accordance with our desire as lien holder and mortgagee of the premises described herein.

Bank \_\_\_\_\_ City \_\_\_\_\_

President \_\_\_\_\_ V.P. \_\_\_\_\_

State of Iowa                    )  
  ) ss:  
County of Dubuque         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, who being by me duly sworn, did say that they are the \_\_\_\_\_, and \_\_\_\_\_ respectively, of the corporation executing the within and foregoing instrument; that the seal affixed thereto is the seal of the corporation; that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and that \_\_\_\_\_ and \_\_\_\_\_ as officers acknowledged the execution of the foregoing instrument to be the voluntarily act and deed of the corporation, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in the State of Iowa  
My Commission Expires \_\_\_\_\_

ATTORNEY'S OPINION

I, \_\_\_\_\_, a practicing attorney at law in (city) \_\_\_\_\_, Dubuque County, Iowa have examined the abstract of title to the land included within **Splendid Valley Estates, Dubuque County, Iowa**, said abstract has been prepared in its entirety by the \_\_\_\_\_ Abstract and Title Company, and was last certified to by said company on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, at the hour of \_\_\_\_\_ o'clock \_\_\_\_M. My examination of said abstract shows good and merchantable title on the date and hour of certification to be in Nicholas S. Welter and Kallie Jo Welter. Dated at \_\_\_\_\_, Iowa, in said County, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Signature	Attorney at Law
Name (printed)	
Address	
Phone number	

COUNTY TREASURER

Dubuque, Iowa \_\_\_\_\_, 2024

I, the undersigned, \_\_\_\_\_ Treasurer of Dubuque County, Iowa, do hereby certify that all taxes and special assessments levied against **Splendid Valley Estates, Dubuque County, Iowa**, have been paid and said real estate is free and clear of all taxes as of this date.

\_\_\_\_\_  
County Treasurer of Dubuque County, Iowa

COUNTY ASSESSOR

Dubuque, Iowa

The forgoing plat was reviewed in the office of the Dubuque County Assessor this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
County Assessor of Dubuque County, Iowa

COUNTY PLATS OFFICER

Dubuque, Iowa

\_\_\_\_\_, 2024

I, \_\_\_\_\_, the Dubuque County Plats Officer, have received and examined the foregoing plat of **Splendid Valley Estates, Dubuque County, Iowa**, for compliance with the Dubuque County Platting and Subdivision regulations and have found said plat to be acceptable.

\_\_\_\_\_  
County Plats Officer of Dubuque County, Iowa

DUBUQUE COUNTY BOARD OF HEALTH

Dubuque, Iowa

\_\_\_\_\_, 2024

The forgoing plat of **Splendid Valley Estates, Dubuque County, Iowa**, is hereby approved by the Dubuque County Board of Health and approval of said plat by the Dubuque County Board of Supervisors is hereby recommended.

\_\_\_\_\_  
Dubuque County Board of Health - Chairperson

COUNTY ENGINEER

Dubuque, Iowa

\_\_\_\_\_, 2024

I, \_\_\_\_\_, the Dubuque County Engineer, have received and examined the foregoing plat of **Splendid Valley Estates, Dubuque County, Iowa**, for compliance with the Dubuque County Engineering regulations and have found said plat to be acceptable.

\_\_\_\_\_  
County Engineer of Dubuque County, Iowa

## CITY OF DUBUQUE ZONING ADVISORY COMMISSION

Dubuque, Iowa

\_\_\_\_\_, 2024

The foregoing plat of the **Splendid Valley Estates, Dubuque County, Iowa**, being within the jurisdiction of the City of Dubuque, Iowa, is hereby approved by the Dubuque Planning and Zoning Advisory Commission and approval of said plat by the City Council of the City of Dubuque, Dubuque County, Iowa is hereby recommended.

City of Dubuque Zoning Advisory Commission

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Chairperson

**CITY COUNCIL**

Dubuque, Iowa

\_\_\_\_\_, 2024

The undersigned, Mayor and Clerk of the City of Dubuque, Dubuque County, Iowa do hereby certify that the foregoing plat of **Splendid Valley Estates, Dubuque County, Iowa**, has been filed in the Office of the Clerk of the City of Dubuque, Iowa, and that by Resolution No. \_\_\_\_\_ the Dubuque City Council approved said plat.

Brad Cavanagh  
Mayor of the City of Dubuque

Adrienne N. Breitfelder  
Clerk of the City of Dubuque

State of Iowa )  
 ) ss:  
County of Dubuque )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared Brad Cavanagh and Adrienne N. Breitfelder, to me personally known, and who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Dubuque, Iowa; that the seal affixed to the foregoing instrument is the Corporate seal of the City of Dubuque, Iowa, and that said instrument was signed and sealed on behalf of said City of Dubuque, Iowa, by authority of the City Council of said City of Dubuque, and said Brad Cavanagh and Adrienne N. Breitfelder acknowledged the execution of said instrument to be the voluntary act and deed of said City of Dubuque, Iowa, by it voluntary executed.

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

**TO:** Zoning Advisory Commission

**FROM:** Travis Schrobilgen, Assistant Planner

**DATE:** April 3, 2024

**SUBJECT:** Plat of Survey of Splendid Valley Estates  
(Lost Canyon Road, PIN 1412400022, 1412400005, & 1412400006)

## INTRODUCTION

The proposed subdivision plat consists of three lots that are under common ownership and together total approximately 35.3 acres. The property is improved with a 1½-story single-family residence and detached garage. The property owner proposes to reconfigure the property boundary between the three lots. Pursuant to the Unified Development Code (UDC), the proposed subdivision is classified as a Simple Subdivision<sup>1</sup>. 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 is looking to sell the existing house along with the existing garage. Currently, the garage encumbers two of the lots, so in order to sell the property, the applicants need to place the house and garage on the same lot (Lot 1). The two existing lots, 1412400005 and 1412400006 do not have frontage and are accessed by a private driveway. The applicants propose to place an access easement for access to the existing house at Lot 1 and for any potential subdivisions in the future.

As proposed, the Plat of Survey of Splendid Valley Estates would reconfigure three existing lots into two lots. The following is a description of each proposed parcel:

- Lot 1 (5.692 acres) would not have frontage along Lost Canyon Road and would be accessed via a shared access easement. The lot would contain the existing 1½-story single-family residence and the detached garage.
- Lot 2 (28.576 acres) would have frontage along its entire south-southeast property line along Lost Canyon Road and would contain the access easement for Lot 1 and any potential future subdivision(s), and is otherwise vacant.

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<sup>1</sup> 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."

# Plat of Survey of Splendid Valley Estates



*Photo of existing residence and garage.  
Existing lot configuration.*

[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 will not have any frontage, the applicant is requesting a waiver of this bulk regulation. The proposed lots are otherwise in substantial conformance with the UDC.

3

## Plat of Survey of Splendid Valley Estates

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.

### **RECOMMENDATION**

Planning staff requests that the Zoning Advisory Commission review the Plat of Survey of Splendid Valley Estates and recommends approval subject to waiving the street frontage requirement for Lot 1.

Attachments

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

**RESOLUTION NO.        - 24**

**A RESOLUTION APPROVING THE FINAL PLAT  
OF SPLENDID VALLEY ESTATES, DUBUQUE COUNTY, IOWA**

Whereas, there has been filed with the City Clerk a Final Plat of Splendid Valley Estates, Dubuque County, Iowa; and

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

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

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

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

Section 2. That the Final Plat of Splendid Valley Estates Dubuque County, Iowa is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to endorse the approval of the City of Dubuque, Iowa upon said Final Plat.

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

By: \_\_\_\_\_  
Brad M. Cavanagh, Mayor

ATTEST:

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

City of Dubuque  
City Council Meeting

Consent Items # 022.

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**ITEM TITLE:** Signed Contract(s)  
**SUMMARY:** Bolton & Menk, Inc. for the Central Avenue and White Street Corridor Traffic Study; J&R Supply, Inc. for the Ring & Lids - Metal Supply.  
**SUGGESTED DISPOSITION:** Suggested Disposition: Receive and File

**ATTACHMENTS:**

Description	Type
Central Avenue and White Street Corridor Traffic Study	Supporting Documentation
Ring & Lids - Metal Supply	Supporting Documentation

**PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
THE CITY OF DUBUQUE, IOWA  
AND  
BOLTON & MENK, INC.**

This Agreement, dated for reference purposes the 4th day of April, 2024, by and between City of Dubuque, 50 W. 13<sup>th</sup> Street, Dubuque, IA 52001 (Client), and Bolton & Menk, Inc., 430 E. Grand Avenue Suite 101, Cedar Rapids Iowa 50309 (Consultant).

**WITNESSETH:**

**WHEREAS**, Client requires professional services in conjunction with the Central Avenue and White Street Corridor Traffic Study (the Project); and

**WHEREAS**, Consultant agrees to furnish the various professional services required by Client.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

**SECTION 1. CONSULTANT'S SERVICES.**

1.1 Consultant agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit A.

1.2 Upon mutual agreement of the parties, Additional Services may be authorized as described in Section 4.2 and this Agreement will be revised accordingly.

1.3 The Basic Services and the Additional Services are referred to collectively as the Services.

**SECTION 2. THE CLIENT'S RESPONSIBILITIES.**

2.1 Client shall promptly compensate Consultant in accordance with Section 3 of this Agreement.

2.2 Client shall place any and all previously acquired information related to the Project in its custody at the disposal of Consultant for its use. Such information shall include, but not limited to boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. Consultant may rely upon the accuracy and sufficiency of all such information in performing the Services unless otherwise instructed, in writing, by Client.

2.3 Client will guarantee access to and make all provisions for entry upon public portions of the Project and reasonable efforts to provide access to private portions and pertinent adjoining properties.

2.4 Client will give prompt notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the proposed Project.

2.5 Client shall designate a liaison person to act as Client's representative with respect to Services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret, and define Client's policies with respect to the project and Consultant's Services.

2.6 Consultant's Services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and Client shall provide such services as may be required for completion of the Project described in this Agreement.

2.7 Client will obtain any and all regulatory permits required for the proper and legal execution of the Project. Consultant will assist Client with permit preparation and documentation to the extent described in Exhibit A.

2.8 Client may hire, at its discretion, when requested by Consultant, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the Project. Consultant shall assist Client in selecting a testing company. Payment for testing services shall be made directly to the testing company by Client and is not part of this Agreement. If Client elects not to hire an independent test company, Client shall provide Consultant with guidance and direction on completing those aspects of design and construction that require additional testing data.

### **SECTION 3. COMPENSATION FOR SERVICES.**

#### **3.1 Fees.**

- A. Client will compensate Consultant in accordance with the attached Exhibit B Schedule of Fees (Schedule of Fees) for the time spent in performance of Agreement Services. Total cost of Basic Services shall not exceed Three Hundred Forty-One Thousand and Five Hundred Dollars (\$341,500.00) without the prior written consent of Client.
- B. Additional Services as outlined in Section 1.2 and 4.2 will vary depending upon Project conditions and will be billed in addition to the Not-to-Exceed Fee

on an hourly basis at the rates described in Exhibit B or as that Exhibit may subsequently be adjusted as described below.

- C. The attached Schedule of Fees shall apply for Services provided through December 31, 2024. Hourly rates may be adjusted by Consultant on an annual basis and upon written notice to Client, thereafter to reflect reasonable changes in its operating costs. Adjusted rates will become effective on January 1st of each subsequent year.
- D. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement, Client agrees to pay any applicable sales taxes.
- E. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the fees and rates include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
- F. Reimbursable Direct Expenses: Except for those expenses identified in Section 3.1.E, any expenses required to complete the agreed scope of Services or identified in this section will be listed separately on the invoice, and include but are not limited to large quantities of prints, extra report copies, out-sourced graphics and photographic reproductions document recording fees, special field and traffic control equipment rental, outside professional and technical assistance, geotechnical services, and other items of this general nature required by Consultant to fulfill the terms of this Agreement. Consultant shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the Services, subject to any limit set forth in Section 3.1.A. S

### 3.2 Payments and Records.

- A. The payment to Consultant will be made by Client upon billing at intervals not more often than monthly at the herein rates and terms.
- B. If Client fails to make any payment due Consultant for undisputed Services and expenses within forty-five (45) days after date of Consultant's invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
- C. In addition to the service charges described in preceding sections, if Client fails to make payment for undisputed services and expenses within sixty (60) days after the date of the invoice, Consultant may, upon giving seven days' written notice to Client, suspend services and withhold project deliverables

due under this Agreement until Consultant has been paid in full for all past due amounts for undisputed Services, expenses and charges, without waiving any claim or right against Client and without incurring liability whatsoever to Client.

- D. Documents Retention. Consultant will maintain records that reflect all revenues, costs incurred, and Services provided in the performance of the Agreement. Client or its duly authorized representatives may at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of Consultant which are relevant to the contract for a period of six (6) years.

#### **SECTION 4. GENERAL.**

4.1 Standard of Care. Professional Services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions. No warranty, express or implied, is made.

4.2 Change in Project Scope. In the event Client changes or is required to change the scope or duration of the Project from that described in Exhibit A, and such changes require Additional Services by Consultant, Consultant shall be entitled to additional compensation at the applicable hourly rates. Except for Additional Services required to address emergencies or acts of God that impact the Project (Emergency Services), Consultant shall give written notice to Client of any Additional Services prior to furnishing such Additional Services and an estimate of additional costs of the changed scope of work, and Consultant will only furnish such Additional Services upon approval of Client. No such prior notice or approval shall be required for Emergency Services, provided, however that Consultant shall notify Client regarding the scope of such Emergency Services and the cost thereof as soon as practicable.

4.3 Limitation of Liability.

A. General Liability of Consultant. For liability other than professional acts, errors, or omissions, and to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Client, its officers and employees from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts and omissions in the non-professional services of Consultant or Consultant's employees, agents, or subconsultants.

B. Professional Liability of Consultant. With respect to professional acts, errors and omissions and to the fullest extent permitted by law, Consultant shall

indemnify and hold harmless Client, its officers and employees from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by a negligent act, error or omission of Consultant or Consultant's employees, agents, or subconsultants. This indemnification shall include reimbursement of Client's reasonable attorneys' fees and expenses of litigation, but only to the extent that defense is insurable under Consultant's liability insurance policies.

- C. General Liability of Client. To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Consultant from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omission of Client or Client's employees, agents, or other consultants.
- D. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Consultant. Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against Consultant because of this Agreement or the performance or nonperformance of services provided hereunder.
- E. To the fullest extent permitted by law, Client and Consultant waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to unforeseeable special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to breach of this Agreement.
- F. Client waives all negligence claims against individuals involved in the services provided by Consultant under this Agreement and agrees that any negligence claim, demand, or suit shall be directed/asserted only against the Consultant's corporate entity.

#### 4.4 Insurance.

- A. Consultant agrees to maintain at Consultant's expense at all times during the performance of this Agreement insurance as described in the attached Insurance Schedule.

#### 4.5 Opinions or Estimates of Construction Cost. Where provided by Consultant as part of Exhibit A or otherwise, opinions or estimates of construction cost will generally

be based upon public construction cost information. Since Consultant has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of Client and Consultant does not warrant or guarantee the accuracy of construction cost opinions or estimates. Client acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

4.6 Construction Services. It is agreed that Consultant and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that contractor's furnishing and performing of its work. Consultant shall not be responsible for the acts or omissions of any contractor. Client acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

4.7 Use of Electronic/Digital Data.

- A. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by Consultant as part of the Project is acknowledged to be an internal working document for Consultant's purposes solely and any such information provided to Client shall be on an "as is" basis strictly for the convenience of Client without any warranties of any kind. As such, Client is advised and acknowledges that use of such information may require substantial modification and independent verification by Client (or its designees).
- B. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of Client to verify compatibility with its system and long-term stability of media. Client shall indemnify and hold harmless Consultant and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third-party use and adaptation or distribution is explicitly authorized by this Agreement.

4.8 Reuse of Documents.

- A. Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by Consultant pursuant to this Agreement are instruments of service in respect to the Project and Consultant shall retain an ownership interest therein. Upon payment of all fees owed to Consultant, Client shall acquire a limited license in all identified deliverables (including Reports, Plans and Specifications) for any reasonable use relative to the Project and the general operations of Client. Such limited license to Client shall not create any rights in third parties.
- B. Client may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by Client. However, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse by Client or, any other entity acting under the request or direction of Client, without written verification or adaptation by Consultant for such reuse will be at Client's sole risk and without liability or legal exposure to Consultant and Client shall indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse.

4.9 Confidentiality. Consultant agrees to keep confidential and not to disclose to any person or entity, other than Consultant's employees and subconsultants any information obtained from Client not previously in the public domain or not otherwise previously known to or generated by Consultant. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of Consultant; or is furnished to Consultant by a third party who is under no obligation to keep such information confidential; or is information for which the Consultant is required to provide by law or authority with proper jurisdiction; or is information upon which the Consultant must rely for defense of any claim or legal act.

4.10 Period of Agreement. This Agreement will remain in effect for the longer of a period of two (2) years or until such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of the parties.

4.11 Hazardous Materials.

- A. Except as expressly stated in Exhibit A, the parties acknowledge that Consultant's Services do not include any services related to Constituents of Concern. If Consultant or any other party encounters, uncovers, or reveals a Constituent of Concern at the Project site or should it become known in any way that such materials may be present at the site or any adjacent areas that may affect the performance of the Consultant's Services, then Consultant may, at its option and without liability for consequential or any other damages: 1) suspend performance of Services on the portion of the Project affected thereby until Client retains appropriate specialist consultant(s) or contractor(s) to

identify, abate and/or remove such materials, and warrant that the site is in full compliance with applicable laws and regulations; or, 2) terminate this Agreement for cause if it is not practical to continue providing Services.

1. Constituent of Concern is defined as asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

#### 4.12 Termination.

- A. For Cause: This Agreement may be terminated by either party upon seven (7) days written notice delivered to the other party in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.
  1. For termination by Consultant, Cause includes, but is not limited to, failure by Client to pay undisputed amounts owed to Consultant within one hundred and twenty (120) days of invoice and delay or suspension of Consultant's Services for more than one hundred and twenty (120) days for reasons beyond Consultant's cause or control.
  2. Notwithstanding the foregoing and with consent of terminating party, this Agreement will not terminate under Section 4.10 if the party receiving such notice immediately commences correction of any substantial failure and cures the same within ten (10) days of receipt of the notice.
- B. For Convenience: This Agreement may be terminated for convenience by Client with or without cause upon seven (7) days written notice delivered to Consultant.
- C. In the event of termination by Client for convenience or by Consultant for cause, Client shall be obligated to Consultant for payment of amounts due and owing including payment for Services performed or furnished to the date and time of termination, computed in accordance with Section 3 of this Agreement. Upon receipt of payment, Consultant shall deliver, and Client shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Section 4.8.
- D. In event of termination by Client for cause, Client shall compensate Consultant for all undisputed amounts owed Consultant as of date of termination and, upon receipt of payment, Consultant shall deliver to Client and Client shall have, at its sole risk, right of use of any completed or partially completed deliverables,

subject to the provisions of Section 4.8. All other matters will be resolved in accordance with the Dispute Resolution clause of this Agreement.

4.13 Independent Contractor.

Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting Consultant or any of its employees as the agent, representative, or employee of Client for any purpose or in any manner whatsoever. Consultant is to be and shall remain an independent contractor with respect to all Services performed under this Agreement.

4.14 Contingent Fee.

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from award or making of this Agreement.

4.15 Non-Discrimination.

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The Consultant is an Equal Opportunity Employer**, and it is the policy of Consultant that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion/creed, sex, color, national origin, mental/physical disability, age, sexual orientation, gender identity, marital status, familial status, public assistance status or any other characteristic protected by federal, state or local law.

4.16 Assignment.

Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

4.17 Survival.

All obligations, representations and provisions made in or given in Section 4 and Documents Retention clause of this Agreement will survive the completion of all Services of the Consultant under this Agreement or the termination of this Agreement for any reason.

4.18 Severability.

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 4.19 Controlling Law.

This Agreement is to be governed by the law of the State of Iowa. Venue shall be exclusively in the Iowa District Court for Dubuque County, Iowa.

#### 4.20 Dispute Resolution.

Client and Consultant agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to nonbinding mediation using a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in the Iowa District Court for Dubuque County, Iowa.

### **SECTION 5. SIGNATURES.**

This Agreement embodies the whole agreement of the parties, there being no promises, terms, conditions, or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written agreement signed by both parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in their behalf.

**CITY OF DUBUQUE, IA**

**CLIENT**

  
Signature

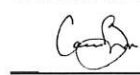
Mike Van Milligen, City Manager  
Printed Name

04/08/2024

Date

**BOLTON & MENK, INC.**

**CONSULTANT**

  
Signature

Casey Byers, PLA  
Printed Name

April 4, 2024

Date

Address for giving notice:

50 W. 13<sup>th</sup> Street  
Dubuque, IA 52001

Address for giving notice:

4011st Street SE  
Suite 201  
Cedar Rapids, Iowa 52401

Client's Representative with authority for  
ordering engineering services and  
transmitting instructions:

Justine Hull, Traffic Engineer

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Attachments:

Exhibit A Basic Services (scope and deliverable documents)

Exhibit B Schedule of Fees (hourly rates table)

Insurance Schedule

(Remainder of this page intentionally left blank)

## **EXHIBIT A**

### **Basic Services**

#### **TASK 1. PROJECT MANAGEMENT, COORDINATION, AND PUBLIC ENGAGEMENT**

##### **SUBTASK 1.1 – PROJECT MANAGEMENT**

###### **A. Monitoring Project Schedule**

Bolton & Menk will submit monthly project status that include schedule updates, outlining the following activities during the reporting period: activities completed during the prior month, activities planned for the following month, problems encountered and recommended solutions, and overall project status. If design work is not progressing in a manner to comply with the anticipated completion date, Bolton & Menk will provide a brief summary of the actions to be taken to reduce or eliminate any delays in completing the design in accordance with the agreed upon schedule. The monthly update will include a list of requested information from the city with a desired response date noted to avoid delay of the project schedule.

###### **B. Monitoring Project Scope**

Bolton & Menk will inform the city of any additional services requested by the city that were not included in the scope of services contract approved by the city for this project. It shall be the responsibility of Bolton & Menk to inform the city of any potential amendments to the contract before the services are rendered in accordance with the Agreement.

###### **C. Invoice Processing and Review**

Bolton & Menk will create, review and process invoices, not more than on a monthly basis, verifying they meet city payment requirements and verifying all necessary information required for payment is included. Services provided as part of this task shall include all other general project administration necessary to complete the project.

##### **SUBTASK 1.2 - CITY COORDINATION**

- A. Bolton & Menk will have ongoing discussions and regularly scheduled check-in meetings with city staff to keep the project on track, including up to four total project management team (PMT) meetings consisting of key staff chosen by city staff representing engineering, economic development, planning, parking, transit, and communication, along with consultant team members. Two meetings will be held in person and two meetings will be held virtually.

### Potential Agendas

- a. 1<sup>st</sup> to kick off the project, visioning, goals.
- b. 2<sup>nd</sup> to discuss existing conditions, review and brainstorm alternatives before the 1<sup>st</sup> council work session and the first set of pop-ups.
- c. 3<sup>rd</sup> to present the preferred alternative and the draft report before 2<sup>nd</sup> council work session and plan the open house.
- d. 4<sup>th</sup> to discuss implementation, phasing, funding, and public hearing results before finalizing report.

### **SUBTASK 1.2 – PUBLIC ENGAGEMENT**

Public engagement and outreach will occur at different points throughout the study and will be used to gather input and shape the proposed plan strategies and implementation phasing. The outreach will consist of the following:

#### **A. Communication Plan**

- a. Develop a communication plan with the city's Office of Communications outlining the public outreach strategy for the project and the project schedule.
  - i. The communication plan will identify steering committee members, Business and Resident focus group members, the timeline of meetings and events to gather input and share information with a wide audience of residents, visitors, and stakeholders throughout the project.
- b. Preparation of a Project Fact Sheet (for Council, city staff, and the public)

#### **B. Project Branding**

- a. Develop unique logo for all project materials.

#### **C. Project Website and Social Media**

- a. Utilize the city's website, provide written content for city to post on city's website and social media pages.
- b. Includes up to eight (8) posts to website and social media.

#### **D. Input/ID Comment Mapping**

- a. An interactive GIS based on-line map for public comments at specific locations will be prepared and published for the study area to gather information and comments on existing conditions of the corridor.
- b. Assumed that the city will provide a link to this map on the city's website and social media channels.

**E. City Council Coordination**

- a. Preparation of necessary maps, graphics, and exhibits for presentation.
- b. Attend two (2) Council Work sessions.
- c. Attend one (1) public hearing.

**F. Stakeholder Steering Committee**

- a. Host three (3) meetings with specific project stakeholders as chosen by the city to include potential representatives from businesses, resident groups, and city departments.
- b. Preparation of necessary maps, graphics, and exhibits for presentation.

**G. Business Owner and Resident Focus Groups**

- a. Meetings with a smaller group of selected residents and businesses, as chosen by the city, will take place as part of this public engagement task.
- b. Includes three (3) business owner group meetings and two (2) resident group meetings.

**H. Door Knocking**

- a. Bolton & Menk will visit residences directly along the Central Avenue and White Street corridors in the project area at the beginning of the project to present information and encourage attendance at events and visiting the project website.
  - i. The goal is to achieve connection to 70% of the residences directly along the corridor.
- b. Assume city staff assistance from Office of Shared Prosperity & Neighborhood Support or other city departments to assist with this effort to connect with residents.

**I. Pop-Up Events**

- a. Plan and prepare materials for up to six (6) pop-up events where Bolton & Menk will attend events in the community on or near the corridor.
  - i. The first set of pop-ups will take place for visioning, goal setting, and gathering public concerns about the existing conditions of the corridor and visions and goals for the future.
  - ii. The second set of pop-ups will be conducted after the concept development to present the different roadway concepts and gather input from the public.

**J. Public Survey**

- a. One (1) public survey will be prepared to gather public input and preferences on the proposed concepts.

- b. Survey will be released to coincide with second set of pop-ups after concept development.

#### **K. Open House**

- a. One (1) public open house will be held after the preferred/recommended concept is confirmed. The following services will be provided:
  - i. One (1) pre-planning meeting with PMT prior to the public open house.
  - ii. Preparation of necessary maps, graphics, and exhibits showing the proposed improvements.
  - iii. Attendance at and participation in open house.

#### **Deliverables: Engagement Summary Report**

### **TASK 2. EXISTING CONDITIONS REVIEW/NEEDS ASSESSMENT**

Bolton & Menk will comprehensively evaluate Central Avenue and White Street's current conditions, beginning with data collection. Information that provides a solid understanding of the root cause of existing issues will be collected that will be used as alternatives are developed.

#### **SUBTASK 2.1 - COUNTS**

- A. Bolton & Menk will utilize camera footage available from the city or DMATS and process the video for 13-Hour turn movement counts at up to 36 study intersections. This data will be supplemented by placing count cameras at intersections where camera footage is not available or reliable. The counts will include standard vehicles, pedestrian/bike crossings and heavy vehicle counts.
- B. StreetLight Insight data will be gathered to identify corridor users, travel patterns, and travel time and speed data. This tool will provide a more regional analysis to understand who uses Central Avenue/White Street in downtown Dubuque. An understanding of O-D trips to/from this area will help with the decisions of future roadway changes and prioritization of those improvements.

#### **SUBTASK 2.2 - FIELD INVENTORY/OBSERVATIONS**

- A. Our team will observe traffic and queuing between intersections during regular peak hours. This information will be used in calibrating the traffic model.
- B. Bolton & Menk will collect information on functional classification and typology, roadway geometrics, right-of-way, sight distance for driveways/alleys, lane widths and configurations, posted speed limits, signage, turn restrictions, turn lane storage lengths, and existing accesses.

- C. Bolton & Menk will utilize the city's existing sidewalk and ramp GIS layer to record information about ADA ramps along the corridor. These ramps will be categorized as present or absent. A visual assessment of meeting ADA or not meeting ADA will also be conducted. Gaps in sidewalk infrastructure or pinch points to the accessible pedestrian route along the sidewalk will also be gathered. Information from this assessment will be provided back to the city in a GIS layer.
- D. Bolton & Menk will utilize existing city GIS inventories of bus stops, parking meters, loading zones, and street light poles, and street trees to walk the corridors and add missing information that could be impacted by different alternatives examined.
- E. Alley entering/exits will be inventoried and analyzed to identify existing issues and potential future issues with a potential conversion to two-way traffic.
- F. Observations of school arrival and dismissal at Prescott Elementary School will be conducted to understand potential impacts to school arrival/dismissal times with changes considered.
- G. City to provide applicable GIS layers, camera footage at study intersections, and existing traffic signal timings.

### **SUBTASK 2.3 – ON-STREET PARKING AND CURBSIDE USE REVIEW**

- A. A comprehensive assessment of on-street parking usage will be performed to know the impacts of this proposed conversion to existing on-street parking and loading zones.
  - i. Available on-street parking meter occupancy data from the city's Smart Parking and Mobility Plan will be used to understand existing on-street parking usage.
  - ii. Parking garage and lot entrances/exits will be inventoried to assess impacts on circulation in these parking facilities with any proposed changes.
- B. Loading zones will be inventoried for length and type and added to the city's GIS parking meter layer.
- C. Up to twelve (12) loading zones along these two streets will be observed to note activity and usage for those loading zones specifically impacted by the different street cross-section alternatives explored.

#### **SUBTASK 2.4 – CRASH REVIEW**

- A. Crash data from the Iowa DOT Crash Analysis Tool (ICAT) crash records for the past five years will be reviewed for each study intersection, focusing on crashes involving vulnerable road users (VLU).
- B. Details of any fatal and injury crashes will be documented and described. Crash trends will be assessed to evaluate potential geometric or safety-related improvements.
- C. Potential for Crash Reduction (PCR) levels from the Iowa DOT will be documented for the study intersections. Improvements for intersections with a high potential for crash reduction will be identified.

#### **SUBTASK 2.5 - MULTIMODAL TRENDS AND NEEDS**

- A. Larger system issues will be assessed for safety and mobility for multimodal users and deficiencies identified within these corridors. Information collected during the mobility assessment conducted as part of the Smart Parking and Mobility Plan that looked at the conditions of existing multimodal facilities downtown will be referenced. Specific challenges to walking and biking on these corridors will be identified and the deficiencies noted.
- B. The city's GIS and DMATS data for multimodal facilities will be layered in GIS with the mobility assessment information to determine the overall availability of multimodal facilities within these corridors. Future plans for routes along the corridors will be summarized as applicable.

#### **SUBTASK 2.6 – MOBILITY AND TECHNOLOGY REVIEW**

- A. Our team will examine the existing signalized intersections with a lens on vulnerable road users to improve safety at these crossings. Different technological options to improve safety for pedestrians and bicyclists will be explored and added to the different alternatives.

#### **SUBTASK 2.7 - REVIEW EXISTING AREA STUDIES, CITY, AND DEVELOPMENT PLANS**

- A. Several past planning, traffic study, and design efforts will be reviewed, and conversations held with the city's Economic Development Department and Planning Department about known and potential development in the corridor and planned improvements. Discussions of planned roadway and engineering planned projects within the corridor will also be held.

**Deliverables:** Traffic counts, Streetlight Insight data, field review information, crash analysis, multimodal needs, and mobility technology review to be used in existing traffic analysis and summarized in final study report.

### **TASK 3. EXISTING TRAFFIC ANALYSIS**

- A. Review counts and Streetlight Insight data to understand where pedestrian and bicycle activity is highest today along the corridor and how the existing peak hour and daily vehicle traffic use these two streets today.
- B. Evaluate the existing safety, 2024 capacity/operations, and parking utilization to show existing traffic operations, safety needs, and on-street parking activities.
- C. Review existing traffic control preparing warrants for existing traffic signals.
- D. Utilize Streetlight Insight data to understand current O-D patterns and freight circulation needs. Identify those critical freight routing intersections.
- E. Prepare existing conditions VSSIM and Synchro/SimTraffic models to document existing traffic operations.

**Deliverables:** Existing operations analysis results for final study report.

### **TASK 4. ALTERNATIVES ANALYSIS**

The alternatives analysis will seek to quantify the transportation impacts and answer critical questions. The alternatives analysis process will establish an evaluation matrix and analyze cross-section concepts.

- A. The existing traffic operations and corridor needs will serve as a starting point for cross-section alternatives. Up to twelve (12) Cross sections total will be developed in Beyond Typical for potential alternatives. Both one-way and two-way operations will be explored in different combinations.
- B. Pros/cons of each alternative will be analyzed using an evaluation matrix. The measures of effectiveness will be determined in early conversations with the PMT and the stakeholder visioning. These could include delay/LOS, queue length, travel-time reliability, safety impact, multimodal benefit, parking impacts, and investment potential (using the investment builder tool).

- a. The PMT will review public input and prioritize the alternatives using the evaluation matrix, eliminating technically unfeasible ones because they do not meet the project vision or goals to select up to three (3) main alternatives to be analyzed in detail.
- C. Up to three (3) main alternatives will be analyzed. Alternatives will be refined based on intersection traffic control evaluations and turn lane warrants, vehicle speeds, safety impacts, available right-of-way, and projected multimodal uses.
- D. VSSIM and Synchro/SimTraffic models will be developed for the study intersections for the three alternatives to maximize the potential of both software packages fully.
- i. Synchro/SimTraffic will be used for the traffic operations model(s).
  - ii. VISSIM will be used to develop a highly accurate projected travel time with each alternative and streamline visualizations with real-time information and results.
- E. DMATS LRTP Travel Demand Model will be used for future year volumes (2045) for the one-way and two-way scenarios. Traffic forecasts provided to Bolton & Menk will be balanced based on the NCHRP 765 methodology.
- F. Safety analysis will be conducted to determine the future safety benefit using the highway safety manual methodologies, CMF Clearinghouse, and the Iowa DOT CRF List to evaluate different treatments to address vehicle and pedestrian safety issues.
- G. Parking utilization and loading zone activity with the three (3) main alternatives will be documented to understand impact.

**Deliverables: Up to twelve (12) alternative cross-sections in Beyond Typical. Operations analysis, future safety benefit, parking impacts for the three main alternatives to be included in summary report. An evaluation matrix will be prepared to summarize the pros/cons.**

#### **TASK 5. CONCEPT DEVELOPMENT AND DESIGN**

- A. Roadway cross-sections created during alternative development using Beyond Typical will be refined further into a conceptual design of the corridor for up to three (3) main alternatives.
- B. The concept design and development process will consider multimodal improvements to the study corridors and traffic control considerations. Conceptual

designs will conform to the SUDAS Design Manual and city specifications and details.

- C. Planning level cost estimates will be established for the three (3) main alternatives.

#### **TASK 6. PREFERRED ALTERNATIVE**

- A. The evaluation matrix will be refined to compare specific measures of effectiveness for the three (3) main alternatives.
- B. An assessment of the impact to existing signs, street trees, and light poles along with the available urban design space with each alternative will be prepared to summarize the difference between alternatives.
- C. The evaluation matrix and comments received during public engagement will be reviewed by the PMT to determine the preferred alternative for Central Avenue and White Street.
- D. The preferred alternative will be identified and presented to the city council, stakeholder committee, and business owners. A public open house will also be held to present the preferred alternative.
- E. Visualizations in video and renderings will be prepared to share with the public regarding the preferred alternative.

#### **TASK 7. URBAN DESIGN**

- A. Upon selection of the preferred alternative, Bolton & Menk will develop supporting and complementary urban design strategies that consider the relationship between buildings infrastructure and open spaces. With the preferred alternative determined, we will establish a detailed approach to creative placemaking and redevelopment. This will include defining locations where pedestrian enhancement and amenities can be located to support a connected and human scaled public realm.
- B. An analysis to define where redevelopment can incrementally transform the character of the corridor will be conducted.

#### **TASK 8. IMPLEMENTATION STRATEGIES AND FUNDING OPTIONS**

- A. Bolton & Menk will prepare a comprehensive implementation plan identifying phasing options. Feasibility will be explored to determine what needs to change and when.

- B. Implementation strategies and potential phasing will be presented to the PMT members.

**Deliverables for Tasks 5-8:** Three (3) alternative conceptual design layouts, planning-level cost estimates, preferred alternative selection, visualization of the preferred alternative through outreach video, urban design ideas (mobility, signage, lighting, shared public spaces), and implementation/phasing for preferred alternative for Central Avenue and White Street.

#### **TASK 9. REPORT**

- A. After extensive coordination, engagement, and technical analysis the final element of this study is to prepare a summary report. The technical analysis and engagement efforts will be summarized into a comprehensive, image-rich, and plain-language report.
- B. A draft report will be provided to the PMT. The PMT will meet before finalizing this document upon receiving final public comments during the public hearing process.

**Deliverables:** Technical report summarizing the analysis results, conceptual design layouts, planning-level cost estimates, preferred alternative conceptual design, and implementation/phasing plan

**BUDGET:**

<b>Task No.</b>	<b>Work Task Description</b>	<b>Total Hours</b>	<b>Total Cost</b>
1.0	Project Management, Coordination, and Meetings	511	\$89,540
2.0	Existing Conditions Review/Assessment	185	\$30,230
3.0	Existing Traffic Analysis	201	\$27,373
4.0	Alternatives Analysis	282	\$43,697
5.0	Concept Development and Design	328	\$52,339
6.0	Preferred Alternative	180	\$31,771
7.0	Urban Design	94	\$15,385
8.0	Implementation Plan	40	\$5,896
9.0	Report	164	\$24,227
<b>Total Hours</b>		1985	
<b>Total Fee</b>			<b>\$320,458</b>
<b>Expenses</b>			
			<b>Count Processing \$7,000</b>
			<b>Streelight Insight Data \$12,500</b>
			<b>Outreach material and signage \$1,542</b>
<b>Total Fee+Expenses</b>			<b>\$341,500</b>

**SCHEDULE:**



'2-3 pop-ups will be held over one week'

## EXHIBIT B

# 2024 SCHEDULE OF FEES

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2024. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. For projects with typical expenses and unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond typical project expenses, non-routine expenses, and expenses beyond the agreed scope of services, such as out of town travel expenses, long travel distances, large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

Employee Classification	Hourly Billing Rates
Senior Project Manager	\$180-261
Project Manager	\$145-231
Senior Project Engineer	\$140-216
Project Engineer	\$130-201
Design Engineer	\$115-176
Graduate Engineer	\$120-156
Senior Planner	\$110-231
Planner	\$85-161
Senior Landscape Architect	\$145-216
Landscape Architect	\$130-161
Landscape Designer	\$75-134
Licensed Project Surveyor	\$160-191
Graduate Surveyor	\$125-191
Survey Technician	\$80-189
Senior Technician	\$120-206
Technician	\$85-176
Specialist*	\$95-226
Practice Expert**	\$170-311
Senior Principal	\$200-320
Principal	\$165-286
Administrative/Corporate Specialists	\$50-176
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

\* No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for survey technicians.

\*Specialized role not classified above otherwise, incl. graphic design, project communication, funding support, etc.

\*\*Highly specialized and industry expertise unique to the market or area of discipline.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown Insurance Services, Inc. 1120 South Avenue  North Mankato MN 56003		<b>CONTACT NAME:</b> Mary Portner, CISR <b>PHONE (A/C, No, Ext):</b> (507) 344-4505 <b>E-MAIL ADDRESS:</b> Mary.Portner@bbrown.com <b>FAX (A/C, No):</b> (866) 800-6599	
<b>INSURED</b> Bolton and Menk, Inc.  1960 Premier Dr. Mankato MN 56001		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> EMCASCO Insurance Company <b>INSURER B:</b> Employers Mutual Casualty Company <b>INSURER C:</b> Continental Casualty Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 21407 21415	

**COVERAGES****CERTIFICATE NUMBER:** 2024-25 Bolton**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6D50852	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 2,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000							
	MED EXP (Any one person) \$ 10,000							
	PERSONAL & ADV INJURY \$ 2,000,000							
							GENERAL AGGREGATE \$ 4,000,000	
							PRODUCTS - COMP/OP AGG \$ 4,000,000	
							\$	
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6E50852	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	BODILY INJURY (Per person) \$							
	BODILY INJURY (Per accident) \$							
	PROPERTY DAMAGE (Per accident) \$							
							\$	
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	6J50852	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 10,000,000	
	AGGREGATE \$ 10,000,000							
	\$							
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y	6H50852	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000							
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000							
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000							
C	Professional/Pollution Liability E&O Deductible \$25,000			AEH114019718	12/31/2023	12/31/2024	Per Claim Limit \$5,000,000	
							Aggregate Limit \$10,000,000	
							Retro Active Date 12/31/1997	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Central Avenue and White Street Corridor Traffic Study. 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 are added as an additional insured on a primary noncontributory basis to the general, auto and excess liability policies. Waivers of subrogation in favor of the additional insured applies to general, auto & excess liability and work comp policies. Nonwaiver of governmental immunity applies.

**CERTIFICATE HOLDER****CANCELLATION**

City of Dubuque  Dubuque IA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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## INSURANCE SCHEDULE J

1. Bolton & Menk, Inc. shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Professional Services Agreement dated\_\_\_\_\_, 20 .
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to certificate of insurance.
7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.
8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to mutual agreement of the parties.

## INSURANCE SCHEDULE J (continued)

### Exhibit I

#### A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
- 2) Include endorsement indicating that coverage is primary and non-contributory.
- 3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 4) Include additional insured endorsement for:  
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
- 5) Policy shall include Waiver of Right to Recover from Others endorsement.

#### B) AUTOMOBILE LIABILITY

Combined Single Limit	\$1,000,000
-----------------------	-------------

Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

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

#### C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

**OR**

## INSURANCE SCHEDULE J (continued)

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

**D) UMBRELLA/EXCESS LIABILITY** **\$1,000,000**

The General Liability, Automobile Liability and Workers Compensation Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including Waiver of Subrogation and Primary and Non-contributory in favor of the City.

**E) PROFESSIONAL LIABILITY** **\$2,000,000**

If the required policy provides claims-made coverage:

- 1) The Retroactive Date must be shown and must be before the date of the agreement.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
- 3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

**F) CYBER LIABILITY/BREACH** **\$1,000,000**

☐ Yes ☒ No

Coverage for First and Third Party liability including but not limited to lost data and restoration, loss of income and cyber breach of information.

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

## **PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT**

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

# **SPECIMEN**



City of Dubuque  
Public Works Department  
925 Kerper Court  
Dubuque, IA 52001  
(563) 589-4250

**CITY OF DUBUQUE, IOWA  
SHORT FORM  
VENDOR SERVICE AGREEMENT**

THIS VENDOR SERVICE AGREEMENT (the Contract), made in triplicate, between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and J&R SUPPLY, INC of  
(Vendor Name)  
220 FENTRESS LAKE RD, EAST DUBUQUE, IL 61025  
(Vendor Address - City and State)

**PROJECT TITLE:** RING & LIDS - METAL SUPPLY

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**VENDOR AGREES:**

1. To furnish all material and equipment and to perform all labor necessary for the project::

PROVIDING MANHOLE RING AND LIDS FOR MAINTENANCE PROJECTS  
AND ASPHALT OVERLAY PROJECT. MATERIALS SHOULD BE DELIVERED  
TO::

925 KERPER CT  
DUBUQUE, IA 52001

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, and in accordance with the Request For Proposal (RFP) Documents which provisions and documents are each and all hereby referred to and made a part of this Contract just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following: This Contract; all ordinances and resolutions heretofore adopted by the City Council having to do with this Project; the Vendor's Proposal; and any, Plans and Specifications and General Requirements as adopted by the City Council for the Project which are listed in the Special Conditions section of this Contract.
3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.
4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.
5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.
6. The Vendor shall fully complete the Project under this Contract on or before  
    DECEMBER 1, 2024  
    (DATE)
7. INDEMNIFICATION FROM THIRD PARTY CLAIMS. To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Vendor, or anyone directly or indirectly employed by Vendor or anyone for whose acts Vendor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
8. Unless otherwise specified in the Contract Documents, prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule attached to this Contract and listed in the Special Conditions section.
9. The Vendor agrees that no work under this Contract shall commence on the Project until the City has issued a written "Notice to Proceed" to the Vendor. Any work started by the Vendor prior the issuance of the Notice to Proceed shall be considered unauthorized and done at the sole risk to the Vendor.
10. The City of Dubuque in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it

will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

**THE CITY AGREES:**

Upon the completion of this Contract, and the acceptance of the Project by the City Manager, the City agrees to pay the Vendor as full compensation for the complete performance of this Contract, the amount determined for the total work completed at the prices stated in the Vendor's Proposal and less any liquidated damages provided for in the Contract Documents. The work as stated in the Contract Documents is approximate only, and the final payment shall be made for the actual work completed as listed below in this Contract.

CONTRACT AMOUNT \$ 435.00 / RING & COVER ~ \$ 65,250

THE MAXIMUM CONTRACT AMOUNT SHALL BE LIMITED TO AN INCREASE OF 10 % OF THE ABOVE LISTED ESTIMATED AMOUNT

**CITY OF DUBUQUE, IOWA**

By: Michael Van Milligen 03/20/2024  
Michael C. Van Milligen Date  
City Manager

**VENDOR:**

J&R SUPPLY, INC.  
Company Name  
By: Edward C. Erschen 3/12/24  
Signature Date  
EDWARD C. ERSCHEN  
Printed Name  
V.P.  
Title

**VENDOR ACKNOWLEDGEMENT OF ATTACHED SPECIAL CONDITIONS:**

By: Edward C. Erschen 3/12/24  
Signature Date  
EDWARD C. ERSCHEN  
Printed Name  
V.P.  
Title

[illegible]

City of Dubuque  
City Council Meeting

Consent Items # 023.

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**ITEM TITLE:** Iowa Department of Transportation HMA Resurfacing and PCC Patching Projects Notifications

**SUMMARY:** Correspondence from Jesse Tibodeau, Assistant District Engineer for the Iowa Department of Transportation, providing notification of HMA resurfacing and PCC patching projects within the city.

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

**ATTACHMENTS:**

Description	Type
Correspondence	Supporting Documentation
Correspondence Part 2	Supporting Documentation
Correspondence Part 3	Supporting Documentation
Correspondence Part 4	Supporting Documentation



KIM REYNOLDS, GOVERNOR  
ADAM GREGG, LT. GOVERNOR

SCOTT MARLER, IOWA DOT DIRECTOR  
TROY JERMAN, IOWA DOT COO

IOWA DEPARTMENT OF TRANSPORTATION  
DIVISION/BUREAU  
5455 Kirkwood Blvd. SW  
Cedar Rapids, IA 52404  
319-364-0235  
[www.iowadot.gov](http://www.iowadot.gov)

March 28, 2024

Ref: MP-020-6(711)283--76-28

Dear City Council:

This is official notification to your City Council that the Iowa Department of Transportation (DOT) proposes to let a project as referenced above. This project, or a portion thereof, lies within your city. The project is proposed for construction during 2024 and will consist of HMA resurfacing.

The work will be done in accord with the current Form 810034 "Agreement for Primary Road Extension Maintenance and Operation". Project costs will be paid from the Primary Road Fund and no charges will be made against the city.

The contract will be administered by the Manchester Resident Construction Engineer's Office. If the City would like to be notified of the preconstruction meeting schedule, contractor's proposed work schedule, or has any other questions and/or concerns, please contact Hugh Holak, P.E., Resident Construction Engineer of the Manchester RCE Office by calling 563-927-2397, or by email at [hugh.holak@iowadot.us](mailto:hugh.holak@iowadot.us)

We would appreciate this project notification being included on your next City Council meeting agenda as a matter of information for the Council members. If you have any questions concerning the work involved, please contact this office as soon as possible to expedite any possible changes.

Sincerely yours,

Jesse Tibodeau, P.E.  
Assistant District Engineer

JLT:JWP

cc: Jim Schnoebelen, P.E., Iowa DOT District Engineer, District 6  
Jesse Tibodeau, P.E., Iowa DOT Assistant District Engineer, District 6  
Danielle Alvarez, P.E., Iowa DOT District Construction Engineer, District 6  
Hugh Holak P.E., Resident Construction Engineer, Manchester RCE Office  
Brian Stelken, Iowa DOT Engineering Tech Senior, Manchester RCE Office  
Diane Recker, Iowa DOT Engineering Office Assistant, Manchester RCE Office  
Anthony Bardgett, Iowa DOT Area Engineer, District 6 Office  
Adrienne Breitfelder, City Clerk, City of Dubuque, Iowa  
Lauren Manternach, City Clerk, City of Farley, Iowa



KIM REYNOLDS, GOVERNOR  
ADAM GREGG, LT. GOVERNOR

SCOTT MARLER, IOWA DOT DIRECTOR  
TROY JERMAN, IOWA DOT COO

IOWA DEPARTMENT OF TRANSPORTATION  
DIVISION/BUREAU  
5455 Kirkwood Blvd. SW  
Cedar Rapids, IA 52404  
319-364-0235  
[www.iowadot.gov](http://www.iowadot.gov)

March 28, 2024

Ref: MB-000-6(512)0--77-31

Dear City Council:

This is official notification to your City Council that the Iowa Department of Transportation (DOT) proposes to let a project as referenced above. This project, or a portion thereof, lies within your city. The project is proposed for construction during 2024 and will consist of HMA resurfacing with milling.

The work will be done in accord with the current Form 810034 "Agreement for Primary Road Extension Maintenance and Operation". Project costs will be paid from the Primary Road Fund and no charges will be made against the city.

The contract will be administered by the Manchester Resident Construction Engineer's Office. If the City would like to be notified of the preconstruction meeting schedule, contractor's proposed work schedule, or has any other questions and/or concerns, please contact Hugh Holak, P.E., Resident Construction Engineer of the Manchester RCE Office by calling 563-927-2397, or by email at [hugh.holak@iowadot.us](mailto:hugh.holak@iowadot.us)

We would appreciate this project notification being included on your next City Council meeting agenda as a matter of information for the Council members. If you have any questions concerning the work involved, please contact this office as soon as possible to expedite any possible changes.

Sincerely yours,

Jesse Tibodeau, P.E.  
Assistant District Engineer

JLT:JWP

cc: Jim Schnoebelen, P.E., Iowa DOT District Engineer, District 6  
Jesse Tibodeau, P.E., Iowa DOT Assistant District Engineer, District 6  
Danielle Alvarez, P.E., Iowa DOT District Construction Engineer, District 6  
Hugh Holak P.E., Resident Construction Engineer, Manchester RCE Office  
Brian Stelken, Iowa DOT Engineering Tech Senior, Manchester RCE Office  
Diane Recker, Iowa DOT Engineering Office Assistant, Manchester RCE Office  
Anthony Bardgett, Iowa DOT Area Engineer, District 6 Office  
Adrienne Breitfelder, City Clerk, City of Dubuque, IA  
Lauren Manternach, City Clerk, City of Farley, IA



KIM REYNOLDS, GOVERNOR  
ADAM GREGG, LT. GOVERNOR

SCOTT MARLER, IOWA DOT DIRECTOR  
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IOWA DEPARTMENT OF TRANSPORTATION  
DIVISION/BUREAU  
5455 Kirkwood Blvd. SW  
Cedar Rapids, IA 52404  
319-364-0235  
[www.iowadot.gov](http://www.iowadot.gov)

March 28, 2024

Ref: MP-020-6(712)283--76-28

Dear City Council:

This is official notification to your City Council that the Iowa Department of Transportation (DOT) proposes to let a project as referenced above. This project, or a portion thereof, lies within your city. The project is proposed for construction during 2024 and will consist of PCC patching.

The work will be done in accord with the current Form 810034 "Agreement for Primary Road Extension Maintenance and Operation". Project costs will be paid from the Primary Road Fund and no charges will be made against the city.

The contract will be administered by the Manchester Resident Construction Engineer's Office. If the City would like to be notified of the preconstruction meeting schedule, contractor's proposed work schedule, or has any other questions and/or concerns, please contact Hugh Holak, P.E., Resident Construction Engineer of the Manchester RCE Office by calling 563-927-2397, or by email at [hugh.holak@iowadot.us](mailto:hugh.holak@iowadot.us)

We would appreciate this project notification being included on your next City Council meeting agenda as a matter of information for the Council members. If you have any questions concerning the work involved, please contact this office as soon as possible to expedite any possible changes.

Sincerely yours,

Jesse Tibodeau, P.E.  
Assistant District Engineer

JLT:JWP

cc: Jim Schnoebelen, P.E., Iowa DOT District Engineer, District 6  
Jesse Tibodeau, P.E., Iowa DOT Assistant District Engineer, District 6  
Danielle Alvarez, P.E., Iowa DOT District Construction Engineer, District 6  
Hugh Holak P.E., Resident Construction Engineer, Manchester RCE Office  
Brian Stelken, Iowa DOT Engineering Tech Senior, Manchester RCE Office  
Diane Recker, Iowa DOT Engineering Office Assistant, Manchester RCE Office  
Anthony Bardgett, Iowa DOT Area Engineer, District 6 Office  
Adrienne Breitfelder, City Clerk, City of Dubuque, Iowa  
Lauren Manternach, City Clerk, City of Farley, Iowa



KIM REYNOLDS, GOVERNOR  
ADAM GREGG, LT. GOVERNOR

SCOTT MARLER, IOWA DOT DIRECTOR  
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Cedar Rapids, IA 52404  
319-364-0235  
[www.iowadot.gov](http://www.iowadot.gov)

March 28, 2024

Ref: MP-061-6(717)175--76-31

Dear City Council:

This is official notification to your City Council that the Iowa Department of Transportation (DOT) proposes to let a project as referenced above. This project, or a portion thereof, lies within your city. The project is proposed for construction during 2024 and will consist of PCC patching.

The work will be done in accord with the current Form 810034 "Agreement for Primary Road Extension Maintenance and Operation". Project costs will be paid from the Primary Road Fund and no charges will be made against the city.

The contract will be administered by the Manchester Resident Construction Engineer's Office. If the City would like to be notified of the preconstruction meeting schedule, contractor's proposed work schedule, or has any other questions and/or concerns, please contact Hugh Holak, P.E., Resident Construction Engineer of the Manchester RCE Office by calling 563-927-2397, or by email at [hugh.holak@iowadot.us](mailto:hugh.holak@iowadot.us)

We would appreciate this project notification being included on your next City Council meeting agenda as a matter of information for the Council members. If you have any questions concerning the work involved, please contact this office as soon as possible to expedite any possible changes.

Sincerely yours,

Jesse Tibodeau, P.E.  
Assistant District Engineer

JLT:JWP

cc: Jim Schnoebelen, P.E., Iowa DOT District Engineer, District 6  
Jesse Tibodeau, P.E., Iowa DOT Assistant District Engineer, District 6  
Danielle Alvarez, P.E., Iowa DOT District Construction Engineer, District 6  
Hugh Holak P.E., Resident Construction Engineer, Manchester RCE Office  
Brian Stelken, Iowa DOT Engineering Tech Senior, Manchester RCE Office  
Diane Recker, Iowa DOT Engineering Office Assistant, Manchester RCE Office  
Anthony Bardgett, Iowa DOT Area Engineer, District 6 Office  
Adrienne Breitfelder, City Clerk, City of Dubuque, Iowa  
Trisha Michels, City Clerk, City of Zwingle, Iowa

City of Dubuque  
City Council Meeting

Consent Items # 024.

---

**ITEM TITLE:** Civil Service Commission 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	Staff Memo



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

April 10, 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 below 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. Marcus Leitzen
5. Camerin McClain
6. John Michel – Transfer Score
7. Melissa Seaman – Transfer Score
8. Jaycob Thompson – Transfer Score

Respectfully Submitted,

  
\_\_\_\_\_  
Civil Service Commissioner

City of Dubuque  
City Council Meeting

Consent Items # 025.

**ITEM TITLE:** Approval of Retail Alcohol Licenses

**SUMMARY:** City Manager recommending City Council approval of retail alcohol licenses 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

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

**ATTACHMENTS:**

Description	Type
MVM Memo	City Manager Memo
Retail Liquor License	Staff Memo
Retail Alcohol License Approvals Memo	Staff Memo
Class E Memo	Staff Memo
Resolution	Resolutions

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

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

**SUBJECT:** **Retail Alcohol Licenses for the following:**

- Backpocket, 333 E 10<sup>th</sup> St. STE A
- Bunker Hill Golf Course, 2200 Bunker Hill Rd.
- Catfish Charlies, 1630 East 16<sup>th</sup> St.
- Clarke University, 1550 Clarke Dr.
- Dubuque Moose Lodge #355, 2635 Windsor Ave.
- Foodie Garage Eatery, 1046 Central Ave.
- Ichiban Habachi Steakhouse & Sushi Bar, 3187 University Ave.
- L. May Eatery, 1072 Main St.
- Loras College Campus Center, 1450 Alta Vista St.
- Marco's Italian American Food, 2022 Central Ave.
- Monks Kaffee Pub, 373 Bluff St.
- Old Chicago Pizza & Taproom, 3100 Dodge St.
- Olive Garden Italian Restaurant, 3350 Dodge St.
- Paro Food Mart, 3200 Central Ave.
- Stone Cliff Winery/DBQ Star Brewery, 600 Star Brewery Dr., STE 100
- The Hub, 253 Main St.
- Whiskey River, 1070 University Ave.

**New Applications**

- Posh Lounge, 900 Central Ave.

**Special Event(s) per Special Event Application Submittal**

- Area Residential Care – 7/11/24 to 7/15/24, 650 Bell St. Grassy Open Space
- Dubuque Jaycees – 5/5/24 to 5/9/24, 7th and Jackson Street to 9th and Jackson Street
- Dubuque Min Street - 6/10/24 to 6/14/24, 7/8/24 to 7/12/24, 8/12/24 to 8/16/24, 680 Main St. (Town Clock Plaza)
- Q Casino - 5/23/24 to 5/27/24, 5/30/24 to 6/3/24, 6/13/24 to 6/17/24, 6/27/24 to 7/1/24, 7/11/24 to 7/15/24, 7/18/24 to 7/22/24, 8/1/24 to 8/5/24, 8/8/24 to 8/12/24, 8/22/24 to 8/27/24, 8/27/24 to 8/31/24, 9/12/24 to 9/16/24, 9/19/24 to 9/23/24, 1855 Greyhound Park (Backwater Stage)

**DATE:** April 9, 2024

Chief of Police Jeremy Jensen is recommending approval of the Retail Alcohol License renewals for: Backpocket, 333 E 10<sup>th</sup> St STE A, Bunker Hill Golf Course, 2200 Bunker Hill Rd, Catfish Charlies, 1630 East 16<sup>th</sup> St, Clarke University, 1550 Clarke Dr, Dubuque Moose Lodge #355, 2635 Windsor Ave, Foodie Garage Eatery, 1046 Central Ave, Ichiban Habachi Steakhouse & Sushi Bar, 3187 University Ave, L. May Eatery, 1072 Main St, Loras College Campus Center, 1450 Alta Vista St, Marco's Italian American Food, 2022 Central Ave, Monks Kaffee Pub, 373 Bluff St, Old Chicago Pizza & Taproom, 3100 Dodge St, Olive Garden Italian Restaurant, 3350 Dodge St, Paro Food Mart, 3200 Central Ave, Stone Cliff Winery/DBQ Star Brewery, 600 Star Brewery Dr, STE 100, The Hub, 253 Main St, and Whiskey River, 1070 University Ave; and City Clerk Adrienne Breitfelder is recommending approval of the Retail Alcohol License New Applications for: Posh Lounge, 900 Central Ave; and Special Event(s) per Special Event Application Submittal: Area Residential Care – 7/11/24 to 7/15/24, 650 Bell St. Grassy Open Space; Dubuque Jaycees – 5/5/24 to 5/9/24, 7th and Jackson Street to 9th and Jackson Street; Dubuque Min Street - 6/10/24 to 6/14/24, 7/8/24 to 7/12/24, 8/12/24 to 8/16/24, 680 Main St. (Town Clock Plaza); Q Casino - 5/23/24 to 5/27/24, 5/30/24 to 6/3/24, 6/13/24 to 6/17/24, 6/27/24 to 7/1/24, 7/11/24 to 7/15/24, 7/18/24 to 7/22/24, 8/1/24 to 8/5/24, 8/8/24 to 8/12/24, 8/22/24 to 8/27/24, 8/27/24 to 8/31/24, 9/12/24 to 9/16/24, 9/19/24 to 9/23/24, 1855 Greyhound Park (Backwater Stage).

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

# MEMORANDUM

**DATE:** March 14, 2024

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

**FROM:** Jeremy R. Jensen  
Chief of Police

**RE:** Retail Alcohol Licenses for the following:

- Backpocket, 333 E 10<sup>th</sup> St. STE A
- Bunker Hill Golf Course, 2200 Bunker Hill Rd.
- Catfish Charlies, 1630 East 16<sup>th</sup> St.
- Clarke University, 1550 Clarke Dr.
- Dubuque Moose Lodge #355, 2635 Windsor Ave.
- Foodie Garage Eatery, 1046 Central Ave.
- Ichiban Habachi Steakhouse & Sushi Bar, 3187 University Ave.
- L. May Eatery, 1072 Main St.
- Loras College Campus Center, 1450 Alta Vista St.
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- Monks Kaffee Pub, 373 Bluff St.
- Old Chicago Pizza & Taproom, 3100 Dodge St.
- Olive Garden Italian Restaurant, 3350 Dodge St.
- Paro Food Mart, 3200 Central Ave.
- Stone Cliff Winery/DBQ Star Brewery, 600 Star Brewery Dr., STE 100
- The Hub, 253 Main St.
- Whiskey River, 1070 University Ave.

## 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

### Backpocket, 333 E 10th St. STE A

Since the last renewal date there have been 6 calls for service to the establishment. There were 0 disturbances, 2 crimes against persons, 2 crimes against property, and 2 public morals calls. Additionally, there were 3 individual violations and 0 violations against the business.

<b><i>DPD Case #</i></b>	<b><i>Type of Call/Circumstances</i></b>	<b><i>Disposition</i></b>
23046297	Harassment	Served Trespass papers, Report Taken
2023-003948	Assault, Public Intox	Arrest
2023-004240	Burglary	Report Taken-No Arrest
2023-006176	Public Intox	Arrest
2023-007615	Assault	Arrest
2024-001553	Burglary	Report Taken-No Arrest

### Bunker Hill Golf Course, 2200 Bunker Hill Rd

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.

### Catfish Charlies, 1630 East 16th 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.

### Clarke University, 1550 Clarke Dr

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.

Dubuque Moose Lodge #355, 2635 Windsor Ave

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.

Foodie Garage Eatery, 1046 Central 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.

Ichiban Habachi Steakhouse & Sushi Bar, 3187 University Ave

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbances, 0 crime against persons, 0 crimes against property, and 0 public morals call. Additionally, there were 0 individual violation and 0 violations against the business.

L. May Eatery, 1072 Main St

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbance, 0 crime against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violation and 0 violations against the business.

Loras College Campus Center, 1450 Alta Vista 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.

Marco's Italian American Food, 2022 Central Ave

Since the last renewal date there have been 0 call for service to the establishment. There were 0 disturbances, 0 crime against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violation and 0 violations against the business.

Monks Kaffee Pub, 373 Bluff St

Since the last renewal date there have been 0 call for service to the establishment. There were 0 disturbances, 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.

Old Chicago Pizza & Taproom, 3100 Dodge St

Since the last renewal date there have been 0 call for service to the establishment. There were 0 disturbances, 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.

Olive Garden Italian Restaurant, 3350 Dodge St

Since the last renewal date there have been 3 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.

23042122	Disturbance-Intoxicated person	Report Taken
2023-004776	Disturbance-Assault	Report Taken
23099933	Harassment	Report Taken

Paro Food Mart, 3200 Central Ave

Since the last renewal date there have been 0 call for service to the establishment. There were 0 disturbances, 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.

Stone Cliff Winery/DBQ Star Brewery, 600 Star Brewery Dr, STE 100

Since the last renewal date there have been 0 call for service to the establishment. There were 0 disturbances, 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.

The Hub, 253 Main St

Since the last renewal date there have been 4 calls for service to the establishment. There were 1 disturbance, 1 crime against persons, 0 crimes against property, and 2 public morals call. Additionally, there were 2 individual violation and 0 violations against the business.

<b><i>DPD Case #</i></b>	<b><i>Type of Call/Circumstances</i></b>	<b><i>Disposition</i></b>
2023-002134	Harassment	Report Taken
24010050	Disturbance	Report Taken
2024-001071	Public Intox, Disorderly Conduct	Arrest
2024-001258	Public Intox	Arrest

Whiskey River, 1070 University Ave

Since the last renewal date there have been 0 call for service to the establishment. There were 0 disturbances, 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.

## **RECOMMENDATION**

Based upon a review of the above businesses, we would recommend approval of the annual retail alcohol licenses for: Backpocket, 333 E 10<sup>th</sup> st STE A, Bunker Hill Golf Course, 2200 Bunker Hill Rd, Catfish Charlies, 1630 East 16<sup>th</sup> St, Clarke University, 1550 Clarke Dr, Dubuque Moose Lodge #355, 2635 Windsor Ave, Foodie Garage Eatery, 1046 Central Ave, Ichiban Habachi Steakhouse & Sushi Bar, 3187 University Ave, L. May Eatery, 1072 Main St, Loras College Campus Center, 1450 Alta Vista St, Marco's Italian American Food, 2022 Central Ave, Monks Kaffee Pub, 373 Bluff St, Old Chicago Pizza & Taproom, 3100 Dodge St, Olive Garden Italian Restaurant, 3350 Dodge St, Paro Food Mart, 3200 Central Ave, Stone Cliff Winery/DBQ Star Brewery, 600 Star Brewery Dr, STE 100, The Hub, 253 Main St, Whiskey River, 1070 University Ave

## **ACTION REQUESTED**

Action requested is for City Council consideration to approve the retail alcohol license renewals for: Backpocket, 333 E 10<sup>th</sup> st STE A, Bunker Hill Golf Course, 2200 Bunker Hill Rd, Catfish Charlies, 1630 East 16<sup>th</sup> St, Clarke University, 1550 Clarke Dr, Dubuque Moose Lodge #355, 2635 Windsor Ave, Foodie Garage Eatery, 1046 Central Ave, Ichiban Habachi Steakhouse & Sushi Bar, 3187 University Ave, L. May Eatery, 1072 Main St, Loras College Campus Center, 1450 Alta Vista St, Marco's Italian American Food, 2022 Central Ave, Monks Kaffee Pub, 373 Bluff St, Old Chicago Pizza & Taproom, 3100 Dodge St, Olive Garden Italian Restaurant, 3350 Dodge St, Paro Food Mart, 3200 Central Ave, Stone Cliff Winery/DBQ Star Brewery, 600 Star Brewery Dr, STE 100, The Hub, 253 Main St, Whiskey River, 1070 University Ave

cc: Crenna Brumwell, City Attorney  
Adrienne N. Breittfelder, City Clerk



City Clerk's Office  
City Hall  
50 W. 13<sup>th</sup> Street  
Dubuque, IA 52001-4864  
(563) 589-4100 office  
(563) 589-0890 fax  
ctyclerk@cityofdubuque.org  
www.cityofdubuque.org

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

**FROM:** Adrienne N. Breitfelder, City Clerk

**DATE:** April 10, 2024

**SUBJECT:** Retail Alcohol License Approvals for the following:  
**New Applications**  
Posh Lounge, 900 Central Ave.

**Special Event(s) per Special Event Application Submittal**

Area Residential Care – 7/11/24 to 7/15/24, 650 Bell St. Grassy Open Space  
Dubuque Jaycees – 5/5/24 to 5/9/24, 7th and Jackson Street to 9th and Jackson Street  
Dubuque Min Street - 6/10/24 to 6/14/24, 7/8/24 to 7/12/24, 8/12/24 to 8/16/24, 680 Main St. (Town Clock Plaza)  
Q Casino - 5/23/24 to 5/27/24, 5/30/24 to 6/3/24, 6/13/24 to 6/17/24, 6/27/24 to 7/1/24, 7/11/24 to 7/15/24, 7/18/24 to 7/22/24, 8/1/24 to 8/5/24, 8/8/24 to 8/12/24, 8/22/24 to 8/27/24, 8/27/24 to 8/31/24, 9/12/24 to 9/16/24, 9/19/24 to 9/23/24, 1855 Greyhound Park (Backwater Stage)

**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



City Clerk's Office  
City Hall  
50 W. 13<sup>th</sup> Street  
Dubuque, IA 52001-4864  
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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:** April 10, 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.

<b>Name of Business DBA</b>	<b>Premise Address</b>	<b>Effective Date</b>
Hy-Vee 3	400 Locust St.	4-18-24
Hartig Drug Co.	2255 John F. Kennedy Rd	5-1-24
Kwik Stop 16th Street 325	1210 East 16th St.	5-1-24
Liquor Tobacco & Gas	1401 Central Ave.	5-1-24
Bp Fuel	1450 Loras Blvd.	5-4-24
Liquor, Tobacco & Grocery	1998 Jackson St.	5-8-24

Prepared by: 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:

<b>New Applications</b>	
Posh Lounge	900 Central Ave.
<b>Renewals</b>	
Backpocket Dubuque	333 E 10th St. Suite A
Bunker Hill Golf Course	2200 Bunker Hill Rd.
Catfish Charlie's	1630 East 16th St.
Clarke University	1550 Clarke Dr.
Dubuque Lodge No. 355	2635 Windsor Ave.
Foodie Garage Eatery	1046 Central Ave.
Ichiban Habachi Steakhouse & Sushi Bar	3187 University Ave.
L. May Eatery	1072 Main St.
Loras College Campus Center	1450 Alta Vista St.
Marco's Italian American Food	2022 Central Ave.
Monks Kaffee Pub	373 Bluff St.
Old Chicago Pizza And Taproom	3100 Dodge St .
Olive Garden Italian Restaurant 1516, The	3350 Dodge St.
Paro Food Mart	3200 Central Ave.
Stone Cliff Winery/Dubuque Star Brewery	600 Star Brewery Dr. Suite 100
The Hub	253 Main St.
Whiskey River	1070 University Ave .

<b>Special Event(s) per Special Event Application Submittal</b>	
Area Residential Care – 7/11/24 to 7/15/24	650 Bell St. Grassy Open Space
Dubuque Jaycees – 5/5/24 to 5/9/24	7th and Jackson Street to 9th and Jackson Street
Dubuque Min Street - 6/10/24 to 6/14/24, 7/8/24 to 7/12/24, 8/12/24 to 8/16/24	680 Main St. (Town Clock Plaza)
Q Casino - 5/23/24 to 5/27/24, 5/30/24 to 6/3/24, 6/13/24 to 6/17/24, 6/27/24 to 7/1/24, 7/11/24 to 7/15/24, 7/18/24 to 7/22/24, 8/1/24 to 8/5/24, 8/8/24 to 8/12/24, 8/22/24 to 8/27/24, 8/27/24 to 8/31/24, 9/12/24 to 9/16/24, 9/19/24 to 9/23/24	1855 Greyhound Park (Backwater Stage)

Passed, approved, and adopted this 15<sup>th</sup> day of April 2024.

---

Brad M. Cavanagh, Mayor

Attest:

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Adrienne N. Breittfelder, City Clerk

**City of Dubuque  
City Council Meeting**

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

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<b>ITEM TITLE:</b>	Resolution Setting a Public Hearing on a Proposed Development Agreement by and among the City of Dubuque, Iowa, Woodward Communications, Inc., and WHKS & CO., Inc. Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement
<b>SUMMARY:</b>	City Manager recommending City Council adopt the attached resolution setting a public hearing for May 6, 2024, on a proposed Development Agreement by and among the City of Dubuque, Iowa, Woodward Communications, Inc., and WHKS & CO., Inc. providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.
	<b>RESOLUTION</b> Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on the Proposed Development Agreement by and among the City of Dubuque, Iowa, Woodward Communications, Inc., and WHKS & Co., Inc., including the proposed issuance of Urban Renewal Tax Increment Revenue Grant Obligations to Woodward Communications, Inc., and providing for the publication of notice thereof
<b>SUGGESTED DISPOSITION:</b>	Receive and File; Adopt Resolution(s), Set Public Hearing for May 6, 2024Suggested Disposition:
<b><u>ATTACHMENTS:</u></b>	
<b>Description</b>	<b>Type</b>
MVM Memo	City Manager Memo
Staff Memo	Staff Memo
Resolution	Resolutions
Development Agreement	Supporting Documentation
Notice of Public Hearing	Supporting Documentation

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

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

**SUBJECT:** Resolution Setting a Public Hearing on a Proposed Development Agreement by and among the City of Dubuque, Iowa, Woodward Communications, Inc., and WHKS & CO., Inc. Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

**DATE:** April 9, 2024

Economic Development Director Jill Connors is recommending City Council adopt the attached resolution setting a public hearing for May 6, 2024, on a proposed Development Agreement by and among the City of Dubuque, Iowa, Woodward Communications, Inc., and WHKS & CO., Inc. providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

WCI, as Developer, is utilizing state and federal historic tax credits to renovate the interior and exterior of the building at 801 Bluff Street. The renovation will cost approximately \$5.5 million resulting in the restoration of the architectural integrity of the structure and increased usable working space. WHKS, as Employer, has entered into a lease agreement for space in 801 Bluff Street once renovations are completed. WHKS will bring 10 new full-time jobs into the Dubuque city limits.

The key elements of the Development Agreement include the following:

1. The Developer must make a capital investment of approximately \$5.5 million to renovate the office facility located at 801 Bluff Street.
2. Employer must create and maintain 10 new full time equivalent jobs at the new facility by October 1, 2026. The 10 full time equivalent jobs must be maintained through the term of the Development Agreement.
3. Developer will receive 10 years of tax increment financing incentives in the form of semi-annual rebates. These incentives are calculated in relation to the number of jobs committed in the Development Agreement. Tax increment financing incentives are estimated to not exceed \$340,000.
4. City of Dubuque will amend the Greater Downtown Urban Renewal District Plan to accommodate the issuance of tax increment financing incentives.

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  
50 West 13<sup>th</sup> Street  
Dubuque, Iowa 52001-4864  
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 a Public Hearing on a Proposed Development Agreement by and among the City of Dubuque, Iowa, Woodward Communications, Inc., and WHKS & CO., Inc. Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

**DATE:** April 9, 2024

## INTRODUCTION

This memorandum is a request for the City Council to adopt the attached resolution setting a public hearing for May 6, 2024 on a proposed Development Agreement by and among the City of Dubuque, Iowa, Woodward Communications, Inc., and WHKS & CO., Inc. providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

## BACKGROUND

Woodward Communications, Inc. (WCI) began as the first newspaper in Iowa (the Dubuque Visitor in 1836). WCI's headquarters have been located at 801 Bluff Street since 1930. WCI is a leading investor in community media (newspapers, radio, niche publications, digital publishing, custom publishing, events, and entertainment). The organization continues to diversify and build upon its outreach by acquiring niche business-to-business publications and creating its own commercial printing facility. WCI currently employs over 300 individuals and has been 97% employee-owned since 2013.

Currently located in East Dubuque, WHKS & CO., Inc. (WHKS), is a civil engineering firm delivering successful projects in the areas of civil, transportation, municipal, structural, and environmental engineering. Since 1948, WHKS staff have participated in

the planning, survey, design, and construction of over 11,000 projects, shaping the horizon of the Midwest landscape.

## **DISCUSSION**

WCI, as Developer, is utilizing state and federal historic tax credits to renovate the interior and exterior of the building at 801 Bluff Street. The renovation will cost approximately \$5.5 million resulting in the restoration of the architectural integrity of the structure and increased usable working space. WHKS, as Employer, has entered into a lease agreement for space in 801 Bluff Street once renovations are completed. WHKS will bring 10 new full-time jobs into the Dubuque city limits.

The key elements of the Development Agreement include the following:

1. The Developer must make a capital investment of approximately \$5.5 million to renovate the office facility located at 801 Bluff Street.
2. Employer must create and maintain 10 new full time equivalent jobs at the new facility by October 1, 2026. The 10 full time equivalent jobs must be maintained through the term of the Development Agreement.
3. Developer will receive 10 years of years of tax increment financing incentives in the form of semi-annual rebates. These incentives are calculated in relation to the number of jobs committed in the Development Agreement. Tax increment financing incentives are estimated to not exceed \$340,000.
4. City of Dubuque will amend the Greater Downtown Urban Renewal District Plan to accommodate the issuance of tax increment financing incentives.

## **RECOMMENDATION/ ACTION STEP**

I recommend the City Council adopt the attached resolution setting an May 6, 2024 public hearing on the Development Agreement providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

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

**RESOLUTION NO. \_\_\_\_-24**

**FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON THE PROPOSED DEVELOPMENT AGREEMENT BY AND AMONG THE CITY OF DUBUQUE, IOWA, WOODWARD COMMUNICATIONS, INC., AND WHKS & CO., INC., INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE GRANT OBLIGATIONS TO WOODWARD COMMUNICATIONS, INC., AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF**

Whereas, Woodward Communications, Inc. (Developer) is the owner of the following described real property:

Parcel 1025201010:

Lot 4, Lot 2 of Lot 5, Lot 1 of Lot 1 of Lot 5, all in Lorimer's Subdivision, and Lot A of Vacated West Ninth Street, in the City of Dubuque, Iowa, according to the recorded plats thereof

Parcel 1025201012:

Lot 2 of Lot 1 of Lot 5, Lot 6, Lot 7, Lot 8 and the East 50 feet of Lot 9, all in Lorimer's Subdivision; Lot 1 of the Subdivision of Lots 654 and 688, in the City of Dubuque, Iowa, according to the recorded plats thereof

(the Property)

; and

Whereas, WHKS & CO., Inc (Employer) requires property for its operations and has entered into a Lease Agreement with Developer for a part of the Property; and

03282024bal

Whereas, City, Developer, and Employer have entered into a Development Agreement, subject to the approval of the City Council, pursuant to which Developer will renovate the Property including certain 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 Woodward Communications, Inc., referred to therein as Urban Renewal Tax Increment Revenue Grant Obligations, for Developer's obligations to construct the Minimum Improvements and Employer's obligations to create and maintain employees, payable from the tax increment revenues collected in respect of the Minimum Improvements to be constructed by Woodward Communications, Inc. 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 6<sup>th</sup> day of May, 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 Economic Development District, consisting of the funding of economic development grants to Woodward Communications, Inc., 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 \$340,000.

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 disposal of the City's interest in the Property 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 15th day of April, 2024.

---

Brad M. Cavanagh, Mayor

Attest:

---

Adrienne N. Breitfelder, City Clerk

**DEVELOPMENT AGREEMENT  
BY AND AMONG  
THE CITY OF DUBUQUE, IOWA,  
WOODWARD COMMUNICATIONS, INC. AND  
WHKS & CO., INC.**

This Agreement, dated for reference purposes the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and among 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), Woodward Communications, Inc., an Iowa corporation with its principal place of business at Dubuque, Iowa (Developer), and WHKS & CO., Inc., an Iowa corporation with its principal place of business in Mason City, Iowa (Employer).

**WITNESSETH:**

**WHEREAS**, Developer is the owner of the following described real estate (the "Property"):

Parcel 1025201010:

Lot 4, Lot 2 of Lot 5, Lot 1 of Lot 1 of Lot 5, all in Lorimer's Subdivision, and Lot A of Vacated West Ninth Street, in the City of Dubuque, Iowa, according to the recorded plats thereof

Parcel 1025201012:

Lot 2 of Lot 1 of Lot 5, Lot 6, Lot 7, Lot 8 and the East 50 feet of Lot 9, all in Lorimer's Subdivision; Lot 1 of the Subdivision of Lots 654 and 688, in the City of Dubuque, Iowa, according to the recorded plats thereof

locally known as 801 Bluff Street; and

**WHEREAS**, Developer has determined to expand the commercial building/facility (the Facility) located on the Property to accommodate Employer, and other possible tenants, to add new employment in the City and

**WHEREAS**, Developer or Employer 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**, Developer and Employer have entered into an agreement for the lease of space within the Facility (the Lease) with all easements, tenements, hereditaments, and appurtenances belonging thereto so that Developer may develop the Property, located in the Project Area, for the construction, use, and occupancy of the Facility in accordance with the uses specified in the Urban Renewal Plan and Developer agrees to comply with any amendments to the Urban Renewal Plan, in accordance with this Agreement; and

**WHEREAS**, Employer agrees to join in this Agreement and assume the rights and responsibilities provided herein; and

**WHEREAS**, the Project is located within the Greater Downtown Urban Renewal District (the District), approved by City Council Resolution 410-23 to be designated as a slum and blighted area (the Project Area), as defined by Iowa Code Chapter 403 (the Urban Renewal Law); and

**WHEREAS**, ~~as of the date of this Agreement there has been prepared and approved by City an Urban Renewal Plan for the Project Area consisting of the Urban Renewal Plan for the Greater Downtown Urban Renewal District, approved by the City Council of City on May 18, 1967, and as subsequently amended through and including the date hereof (the Urban Renewal Plan) attached hereto as Exhibit A; and~~

**WHEREAS**, a copy of the Urban Renewal Plan, as constituted on the date of this Agreement, is on file with the County Auditor and the City of Dubuque City Clerk; and

**WHEREAS**, City believes that the Project and the development of the 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 federal, state and local laws and the requirements under which the Project has been undertaken and is being assisted.

**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 and Employer to enter into this Agreement, City hereby represents and warrants to Developer and Employer 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) No ordinance or hearing is now before any local governmental body that either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property. To the best of City's knowledge, there are no plans or efforts by any government agency to widen, modify, or re-align any street or highway providing access to the Property and there are no pending or intended public improvements or special assessments affecting the Property which will result in any charge or lien be levied or assessed against the Property.

(7) The representations and warranties contained in this article shall be correct in all respects on and as of the Closing Date with the same force and effect as if

such representations and warranties had been made on and as of the Closing Date.

1.2 Representations and Warranties of Developer and Employer. Developer and Employer each make the following individual representations and warranties with respect to their own company (without making any warranties with respect to the other):

(1) Developer and Employer are duly organized and validly existing or authorized under the laws of the State of Iowa and have all requisite power and authority to own and operate their properties, to carry on their respective business as now conducted and as presently proposed to be conducted, and to enter into and perform their obligations under the Agreement.

(2) This Agreement has been duly authorized, executed and delivered by Developer and Employer, 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 and Employer 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 and Employer'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 and Exhibit D.

(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 Employer or any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer or Employer 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 or Employer 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 Employer or which affects the validity of the Agreement or Developer's or Employer's ability to perform its obligations under this Agreement.

(5) Developer and Employer will perform their 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 has commitments for permanent financing for the Development Project and all of their respective obligations under this Agreement in an amount sufficient, together with equity commitments, to successfully complete the requirements of this Agreement and shall provide evidence thereof to City prior to the Closing Date.

1.3 Conditions to Closing. The closing of the transaction (the Closing) contemplated by this Agreement and all the obligations of Developer and Employer 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 Development 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 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 acquisition of the Property by Developer, and 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, Employer, and City shall be in material compliance with all the terms and provisions of this Agreement.

(4) Developer shall have furnished City with evidence, in a form satisfactory to City (such as a letter of commitment from a bank or other lending institution), that Developer has firm financial commitments in an amount sufficient, together with equity commitments, to complete the Minimum Improvements (as defined herein) in conformance with the Construction Plans (as defined herein), or City shall have received such other evidence of such party's financial ability as in the reasonable judgment of City is required.

(5) Employer shall have furnished City with evidence in a form as required by Section 5.2 and satisfactory to City of Employer's fulltime equivalent employees (FTE) at 801 Bluff Street in the City of Dubuque, Iowa, as of January 1, 2024.

(6) Receipt of an opinion of counsel to Developer in the form attached hereto as Exhibit C.

(7) Receipt of an opinion of counsel to Employer in the form attached hereto as Exhibit D.

(8) Developer and Employer shall have the right to terminate this Agreement at any time prior to the consummation of the closing on the Closing Date if Developer or Employer 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.

(9) Developer and Employer shall have provided City with a copy of the executed Lease.

1.4 Closing. The closing shall take place on the Closing Date which shall be the 3<sup>rd</sup> day of April, 2024, or such other date as the parties shall agree in writing but in no event shall the Closing Date be later than the 30<sup>th</sup> day of April, 2024. 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 Required Minimum Improvements. City acknowledges that the Facility Developer is remodeling on the Property is a commercial building/facility. Developer agrees to remodel the building and to add certain internal systems thereto, including all interior improvements to the building (the Minimum Improvements); at an estimated cost of approximately Five Million Five Hundred Thousand Dollars (\$5,500,000).

2.2 Plans for Construction of Minimum Improvements. Developer agrees the construction of the Minimum Improvements shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable state and local laws and regulations. All work with respect to the Minimum Improvements shall be in substantial conformity with the Construction Plans approved by City.

2.3 Timing of Improvements. Developer hereby agrees that construction of the Minimum Improvements on the Property shall be commenced on or before March 1, 2024 and shall be substantially completed by December 31, 2024. The time frame for the performance of these obligations shall be suspended due to unavoidable delays, meaning delays outside the control of the party claiming its occurrence in good faith, which are the direct result of strikes, other labor troubles, shut down due to COVID-19, unusual shortages of materials or labor, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion directly results in delays, or acts of any federal, state or local government which directly result in extraordinary delays. The time for performance of such obligations shall be extended only for the period of such delay.

2.4 Certificate of Completion. Promptly following the request of Developer upon completion of the Minimum Improvements, the City Manager shall furnish Developer with

an appropriate instrument so certifying. Such certification (the Certificate of Completion) shall be in recordable form and shall be a conclusive determination of the satisfaction and termination of the agreements and covenants in this Agreement and in the Deed with respect to the obligations of Developer to construct the Minimum Improvements. The Certificate of Completion, in the form attached hereto as Exhibit F, shall waive all rights of re-vestment of title to the Property as provided in Section 6.3(1), and the Certificate of Completion shall so state.

### **SECTION 3. CITY PARTICIPATION.**

#### **3.1 Economic Development Grants.**

##### **(1) Employer Economic Development Grants**

(a) For and in consideration of Developer's and Employer'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 and Employer being and remaining in compliance with the terms of this Agreement, to make twenty (20) consecutive semi-annual payments (such payments being referred to collectively as the Economic Development Grants) to Developer, as follows:

November 1, 2026	May 1, 2027
November 1, 2027	May 1, 2028
November 1, 2028	May 1, 2029
November 1, 2029	May 1, 2030
November 1, 2030	May 1, 2031
November 1, 2031	May 1, 2032
November 1, 2032	May 1, 2033
November 1, 2033	May 1, 2034
November 1, 2034	May 1, 2035
November 1, 2035	May 1, 2036

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 3.1(1), the assessed value of the Property as of January 1, 2023 is \$889,000. Developer recognizes and agrees that the Developer Economic Development Grants shall be paid solely and only from the incremental taxes collected by City in respect to the Property and Minimum Improvements, which does not include property taxes collected for the payment of bonds and interest of each taxing district, and taxes for the regular and voter-approved physical plant and equipment levy, instructional support levy, and any other portion required to be excluded by Iowa law, and thus such incremental taxes will not include all amounts paid by Developer as regular property taxes.

(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 paid to Developer on November 1, 2026, and May 1, 2027.)

(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 Woodward 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 Woodward TIF Account to pay the Developer Economic Development Grants, as and to the extent set forth in Section 3.1(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 Woodward 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 3.1 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.

3.2 Other than the Economic Development Grants required by Section 3.1, City shall have no obligation to provide any other funds to Developer.

#### **SECTION 4. NON- APPROPRIATION / LIMITED SOURCE OF FUNDING.**

##### **4.1 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.

4.2 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 5. COVENANTS OF EMPLOYER.**

5.1 Job Creation and Maintenance. During the term of this Agreement, Employer shall comply with the following employment-related covenants for the Property:

(1) Employer represents that the number of fulltime equivalent (FTE) employees employed by Employer at 801 Bluff Street as of January 1, 2024 is Zero (0). Employer shall create and maintain 10 additional FTE employees employed by Employer whose primary place of employment is 801 Bluff Street by October 1, 2026 and during the remaining Term of this Agreement for a total of Ten (10) FTE employees whose primary place of employment is at 801 Bluff Street and the Facility. FTE employees shall be calculated by adding fulltime and part-time employees together using 2080 hours per year as a FTE employee.

(2) For the FTE positions that Employer fails to create and maintain for any year during the term of this Agreement, the semi-annual Developer Economic Development Grants for such year under Section 3.1(1) shall be reduced by the percentage that the number of positions Employer fails to create or maintain as required by this Section 5.1 bears to the total number of positions required to be created and maintained (10 FTEs) by this Section 5.1. (For example, if Employer has 8 FTE employees employed by Employer, the semi-annual Developer Economic Development Grants to be paid for that year would be reduced by 20%

(8/10 employees) of the Tax Increment Revenues received by City). The reduction of the semi-annual Developer Economic Development Grants shall be City's sole remedy for the failure of Employer to meet the job creation requirements of this subsection 5.1(2).

(3) Employer's job creation and maintenance obligation under Section 5.1(1) terminates after October 1, 2035.

5.2 Certification. To assist City in monitoring the performance of Employer hereunder, as of October 1, 2026, and again as of October 1 of each year thereafter during the term of this Agreement, a duly authorized officer of Employer shall certify to City in a form acceptable to City (a) the number of FTE positions employed by Employer at 801 Bluff Street and the Facility, and (b) to the effect that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Employer is not or was not in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such certificate shall be provided not later than October 15, 2026, and by October 15 of each year thereafter. Employer's certification obligations under this Section 5.2 terminate following the final certification on October 1, 2035 (due by October 15, 2035).

Employer is not liable to City or Developer nor is Employer subject to any sanction by City or Developer for a violation of the Agreement if Employer terminates its Lease with Developer as of March 31, 2031, or as of any other date. Employer remains liable to the Developer under and according to the terms of any lease between Employer and Developer.

5.3 Books and Records. During the term of this Agreement, Developer and Employer 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 and Employer in accordance with generally accepted accounting principles consistently applied throughout the period involved, and Developer and Employer shall provide reasonable protection against loss or damage to such books of record and account.

5.4 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.

5.5 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 or the Minimum Improvements located thereon that may now be, or hereafter become, available under state law or city ordinance during the term of this Agreement, including those that arise under Iowa Code Chapters 404 and 427, as amended.

5.6 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 (and, from time to time at the request of City, furnish City with proof of insurance in the form of a certificate of insurance for each insurance policy):

All risk builder's risk insurance, written on a Completed Value Form in an amount equal to one hundred percent (100%) of the replacement value when construction is completed Minimum Improvements, naming City as an additional insured and lender loss payable. Coverage shall include the "special perils" form.

(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 (and from time to time at the request of City shall furnish proof of insurance in the form of a certificate of insurance) all risk property insurance against loss and/or damage to the Minimum Improvements under an insurance policy written in an amount not less than the full insurable replacement value of Minimum Improvements naming City as lender loss payable. Coverage shall include the "special perils" form.

The term "replacement value" shall mean the actual replacement cost of 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.

(3) Developer agrees to notify City immediately in the case of damage

exceeding \$100,000.00 in amount to, or destruction of, the Minimum 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 Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer shall apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof, subject, however, to the terms of any mortgage encumbering title to the Property (as its interests may appear). Developer shall complete the repair, reconstruction and restoration of Minimum Improvements whether or not the Net Proceeds of insurance received by Developer for such Purposes are sufficient.

5.7 Preservation of Property. During the term of this Agreement, Developer shall maintain, preserve and keep, or cause others to maintain, preserve and keep, Minimum 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.

5.8 Non-Discrimination. In carrying out the project, Developer and Employer 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.

5.9 Conflict of Interest. Developer and Employer agree 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 and Employer 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.

5.10 Non-Transferability. During the Term of this Agreement, this Agreement may not be assigned by Developer or Employer 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.

5.11 Restrictions on Use. Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property or any part thereof that they, and their respective successors and assigns, shall:

(1) Devote the Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan (and City represents and agrees that use of the Property 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 race, religion, color, sex, sexual orientation, gender identity, national origin, age or disability in the sale, lease, rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same).

5.12 Release and Indemnification Covenants. Developer agrees to the following conditions of release and indemnification.

(1) Developer releases City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Section, the Indemnified Parties) from and covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements.

(2) Except for any gross negligence, willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit,

action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from (1) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against City based on an alleged breach of any representation, warranty or covenant of City under this Agreement and/or to enforce its rights under this Agreement); or (2) the acquisition, construction, installation, ownership, and operation of the Minimum Improvements or (3) the condition of the Property and any hazardous substance or environmental contamination located in or on the Property, caused and occurring after Developer takes possession of the Property.

(3) The Indemnified Parties shall not be liable to Developer or Employer for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be on, in or about the Minimum Improvements due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants or employees.

(4) All covenants, stipulations, promises, agreements and obligations of City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of City, and not of any governing body member, officer, agent, servant or employee of City in their individual capacity thereof.

(5) The provisions of this Section shall survive the termination of this Agreement.

5.13 Compliance with Laws. Developer and Employer 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 or Employer.

## **SECTION 6. EVENTS OF DEFAULT AND REMEDIES.**

6.1 Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

- (1) Failure by Developer to pay or cause to be paid, before delinquency, all real property taxes assessed with respect to the Minimum Improvements and the Property.
- (2) Failure by Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement.
- (3) Transfer of any interest by Developer in any portion of the Property or the Minimum Improvements in violation of the provisions of this Agreement.
- (4) Failure by Developer or Employer to substantially observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

6.2 Remedies on Default by Developer. Whenever any Event of Default referred to in Section 6.1 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 its default and continue its performance under this Agreement;
- (2) Until the Closing Date, City may cancel and rescind this Agreement;
- (3) City may withhold the Certificate of Completion; or
- (4) City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

6.3 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.

6.4 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.

6.5 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.

6.6 Remedies on Default by City. If City defaults in the performance of this Agreement, Developer or Employer 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 Employer, or to enforce performance and observance of any obligation, agreement, or covenant of City under this Agreement. Developer or Employer may suspend performance under this Agreement until it receives assurances from City, deemed adequate by Developer or Employer, that City will cure its default and continue its performance under this Agreement.

## **SECTION 7. GENERAL TERMS AND PROVISIONS.**

7.1 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:

(1) If to Developer:

Woodward Communications, Inc.  
801 Bluff Street

Dubuque, IA 52001

Phone:

Fax:

With Copy to:

Fuerste, Carew, Juergens & Sudmeier, P.C.

Attn: Mark Willing

890 Main Street, Suite 200

Dubuque, IA 52001

Phone: (563) 227-5650

(2) If to Employer:

WHKS & CO., Inc.

801 Bluff St, Suite 2C

Dubuque, IA 52002

Phone: (563) 239-9400

With copy to:

Laird Law Firm

11 4<sup>th</sup> St NE

P.O. Box 1567

Mason City, IA 50402-1567

Phone: (641) 423-5154

(3) 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.

7.2 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of City and Developer and Employer and their respective successors and assigns.

7.3 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, 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.

7.4 Termination Date. This Agreement and the rights and obligations of the parties hereunder shall terminate on June 1, 2036 (the Termination Date).

7.5 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.

7.6 Memorandum of Development Agreement. City shall promptly record a Memorandum of Development Agreement in the form attached hereto as Exhibit G 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 and Employer has caused this Agreement to be duly executed.

**CITY OF DUBUQUE, IOWA**

**WOODWARD COMMUNICATIONS,  
INC.**

**(DEVELOPER)**

By: \_\_\_\_\_  
Brad M. Cavanagh, Mayor

By: Thomas M. Woodward  
CEO/President

Attest:

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

**WHKS & CO., INC.**

**(EMPLOYER)**

By: William Angerman  
William Angerman, COO

## LIST OF EXHIBITS

Exhibit A	Urban Renewal Plan
Exhibit B	Opinion of Counsel to City
Exhibit C	Opinion of Counsel to Developer
Exhibit D	Opinion of Counsel to Employer
Exhibit E	City Certificate
Exhibit F	Certificate of Completion
Exhibit G	Memorandum of Development Agreement

**CITY OF DUBUQUE, IOWA  
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 6th day of May, 2024, at 6:30 p.m., in the Historic Federal Building, 350 W. 6<sup>th</sup> Street, 2<sup>nd</sup> floor, Dubuque, Iowa, at which meeting the City Council proposes to take action to approve a Development Agreement between the City of Dubuque, Iowa, Woodward Communications, Inc., and WHKS & CO., Inc., a copy of which is now on file at the Office of the City Clerk, City Hall, 50 W 13th Street, Dubuque, Iowa, providing for 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 Economic Development District, consisting of the funding of economic development grants for Woodward Communications, Inc., under the terms and conditions of the Urban Renewal Plan for the Greater Downtown Economic Development 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 \$340,000.

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. The official agenda will be posted the Friday before the meeting and will contain public input options. The City Council agenda can be accessed at <https://cityofdubquue.novusagenda.com/AgendaPublic/> or by contacting the City Clerk's Office at 563-589-4100, [ctyclerk@cityofdubquue.org](mailto:ctyclerk@cityofdubquue.org).

Written comments regarding the above public hearings may be submitted to the City Clerk's Office via email at [ctyclerk@cityofdubquue.org](mailto:ctyclerk@cityofdubquue.org) or by mail to City Clerk's Office, City Hall, 50 W. 13<sup>th</sup> St., Dubuque, IA 52001, before said time of public hearing. At said time and place of public hearings the City Council will receive any written comments.

Copies of supporting documents for the public hearings are on file in the City Clerk's Office and may be viewed Monday through Friday between 8:00 a.m. and 5:00 p.m.

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

Published by order of the City Council given on the 15th day of April 2024.

Adrienne N. Breitfelder, City Clerk

City of Dubuque  
City Council Meeting

Items to be set for Public Hearing #  
02.

**ITEM TITLE:** Set Public Hearing for Disposition of City-Owned Lot at 627 Rhomberg Avenue

**SUMMARY:** City Manager recommending City Council set a public hearing for May 6, 2024, for the purpose of disposing of City-owned real property located at 627 Rhomberg Ave to Karl Williams in the amount of \$10,768.68.

**RESOLUTION** Intent to dispose of an interest in City of Dubuque real estate to Karl Williams, setting a time and place for hearing, and providing for the publication of notice thereof

**SUGGESTED DISPOSITION:** Receive and File; Adopt Resolution(s), Set Public Hearing for May 6, 2024Suggested Disposition:

**ATTACHMENTS:**

Description	Type
MVM Memo	City Manager Memo
Set Hearing for Disposition of 627 Rhomberg - Staff Memo	Staff Memo
Set Hearing for Disposition of 627 Rhomberg - Resolution	Resolutions
Public Notice for Disposition of 627 Rhomberg Public Hearing	Supporting Documentation
627 Rhomberg Purchase Agreement	Supporting Documentation



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

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

**SUBJECT:** Set Public Hearing for Disposition of City-Owned Lot at 627 Rhomberg Ave.

**DATE:** April 10, 2024

Housing & Community Development Director Alexis Steger is recommending City Council set a public hearing for May 6, 2024, for the purpose of disposing of City-owned real property located at 627 Rhomberg Ave to Karl Williams in the amount of \$10,768.68.

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  
Alexis Steger, Housing & Community Development Director  
Maddy Haverland, Urban Development and Housing Rehabilitation Project Manager



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

**From:** Alexis M. Steger, Housing & Community Development Director

**Subject:** Set Public Hearing for Disposition of City-Owned Lot at 627 Rhomberg Ave.

**Date:** April 9, 2024

### **INTRODUCTION**

The purpose of this memorandum is to request that City Council set a Public Hearing for May 6, 2024, for the purpose of disposing of City-owned real property located at 627 Rhomberg Ave.

### **BACKGROUND**

The City of Dubuque acquired the property at 627 Rhomberg Avenue by petition for title of abandoned property in April 2019. When the property was acquired, there was a single-family dwelling on the lot that was deemed uninhabitable and not economically viable for rehabilitation. The structure was deconstructed shortly thereafter, and the lot has been vacant since that time. The Housing Department maintains the grass and snow removal for the property.

In 2023, the owner of the neighboring commercial structure located at 629 Rhomberg Ave., Karl Williams, approached the Housing Department, requesting to purchase the lot adjoining his building. The City of Dubuque entered a Purchase Agreement with Mr. Williams on April 9, 2024, to purchase the lot at 627 Rhomberg for \$10,768.68.

### **RECOMMENDED ACTION**

I respectfully request the City Council schedule a public hearing for May 6, 2024, approving the disposition of 627 Rhomberg Avenue to Karl Williams.

Prepared by: Maddy Haverland, Urban Development and Housing Rehabilitation Project Manager

**RESOLUTION NO. \_\_\_\_-2024**

**INTENT TO DISPOSE OF AN INTEREST IN CITY OF DUBUQUE REAL ESTATE TO  
KARL WILLIAMS, SETTING A TIME AND PLACE FOR HEARING, AND PROVIDING  
FOR THE PUBLICATION OF NOTICE THEREOF.**

Whereas, the City of Dubuque, Iowa (City) owns 627 Rhomberg Avenue (the Property) legally described as:

Lot 2 of Lot 1 of Lot 35 in Cook's Addition to the City of Dubuque, Iowa,  
according to the recorded plat thereof; and

Whereas, the City acquired the property through petition for title to abandoned  
property; and

Whereas, it is the recommendation of the Housing and Community Development  
Department to approve the purchase agreement for the sale to Karl Williams according  
to the terms and conditions set out in the purchase agreement 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 City of Dubuque, Iowa, proposes to approve the purchase  
agreement of the above-described real estate to Karl Williams.

Section 2. That the City Council shall conduct a public hearing on the proposed  
purchase agreement in the City Council Chambers at the Historic Federal Building, 350  
W. 6<sup>th</sup> Street, Dubuque, Iowa on the 6<sup>th</sup> day of May 2024, beginning at 6:30 PM.

Section 2. That the City Clerk be and is hereby authorized and directed to  
publish notice of the public hearing in the form attached hereto, according to law.

Passed, approved, and adopted this 15th day of April 2024.

Attest

\_\_\_\_\_  
Brad M. Cavanagh, Mayor

\_\_\_\_\_  
Adrienne Breitfelder, City Clerk

**CITY OF DUBUQUE, IOWA  
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the City Council of the City of Dubuque, Iowa, will hold a public hearing on the 6th day of May 2024, at 6:30 p.m. in the Historic Federal Building, 350 West Sixth Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council proposes to dispose of an interest in the following described real property by sale to Karl Williams:

**Lot 2 of Lot 1 of Lot 35 in Cook's Addition to the City of Dubuque, Iowa, according to the recorded plat thereof**

locally known as 627 Rhomberg Ave.

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. Written comments regarding the above public hearing may be submitted to the City Clerk's Office, City Hall, 50 W. 13<sup>th</sup> Street, on or before said time of public hearing.

Copies of supporting documents for the public hearings are on file in the City Clerk's Office and may be viewed during normal working hours.

Any visual or hearing-impaired persons needing special assistance or persons with special accessibility needs should contact the City Clerk's Office at (563) 589-4100 or TTY (563) 556-9948 at least 48 hours prior to the meeting.

Dated this \_\_\_\_ day of April 2024.

---

Adrienne N. Breitfelder, City Clerk

## OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: City of Dubuque, Iowa, a municipal corporation (Seller)

**SECTION 1. REAL ESTATE DESCRIPTION.** The undersigned BUYER hereby offers to buy and the undersigned SELLER by its acceptance agrees to sell the real estate (Real Estate) situated in Dubuque, Iowa, locally known as 627 Rhomberg Ave, Dubuque, IA 52001 and legally described as:

Lot 2 of Lot 1 of Lot 35 in Cook's Addition to the City of Dubuque, Iowa, according to the recorded plat thereof

legal description to be confirmed per continued abstract per Section 10, together with any easements and appurtenant servient estates, but subject to the following:

- a. any easements of record for public utilities or roads,
- b. any zoning restrictions and other ordinances, and
- c. any covenants of record.

**SECTION 2. PURCHASE PRICE.** The purchase price shall be ten thousand seven hundred sixty-eight dollars and sixty-eight cents (\$10,768.68).

**SECTION 3. REAL ESTATE TAXES.** Seller shall pay any unpaid real estate taxes payable for fiscal year July 1, 2022 to June 30, 2023 (payable September, 2023 and March, 2024), and real estate taxes, including any tax sale certificates, for prior years. Seller shall also pay prorated real estate taxes for the fiscal year July 1, 2023 to June 30, 2024, prorated, however, to the date of closing. Buyer shall pay all subsequent real estate taxes due and payable after the date of closing.

**SECTION 4. SPECIAL ASSESSMENTS.** Seller shall pay all special assessments which are a lien on the Real Estate as of the date of acceptance of this Offer. All other special assessments shall be paid by Buyer.

**SECTION 5. RISK OF LOSS AND INSURANCE.** Seller shall bear the risk of loss or damage to the Real Estate prior to closing or possession, whichever first occurs. Seller agrees to maintain existing insurance and Buyer may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this agreement shall be null and void; provided, however, Buyer shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

**SECTION 6. CARE AND MAINTENANCE.** The Real Estate shall be preserved in its present condition and delivered intact at the time of possession is delivered to Buyer, provided, however, if there is loss or destruction of all or any part of the Real Estate from causes covered by the insurance maintained by Seller, Buyer agrees to accept such damaged or destroyed Real Estate together with such insurance proceeds in lieu of the

Real Estate in its present condition and Seller shall not be required to repair or replace same.

## **SECTION 7. POSSESSION AND CLOSING.**

7.1 If Buyer timely performs all obligations, possession of the Real Estate shall be delivered to Buyer on or before May 30, 2024 or such earlier date as the parties may agree in writing, with any adjustments of rent, insurance, and interest to be made as of the date of transfer of possession.

7.2 Closing shall occur after the approval of title by Buyer and vacation of the Real Estate by Seller, but prior to possession by Buyer. Seller agrees to permit Buyer to inspect the Real Estate within seventy-two (72) hours prior to closing to assure that the premises are in the condition required by this agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession.

7.3 This transaction shall be considered closed upon the delivery of the title transfer documents to Buyer and receipt of all funds then due at closing from Buyer under the Agreement.

**SECTION 8. USE OF PURCHASE PRICE.** At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

**SECTION 9. FIXTURES.** Included with the Real Estate shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached. Also included shall be the following: N/A. The following items shall not be included: N/A.

**SECTION 10. ABSTRACT AND TITLE.** Seller, at its expense, shall promptly obtain an abstract of title to the Real Estate and deliver it to Buyer's attorney for examination. It shall show marketable title in Seller in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. Seller shall make every reasonable effort to promptly perfect title. If closing is delayed due to Seller's inability to provide marketable title, this agreement shall continue in force and effect until either party rescinds the Agreement after giving ten (10) days written notice to the other party. The abstract shall become the property of Buyer when the Purchase Price is paid in full. Seller shall pay the costs of any additional abstracting and title work due to any act or omission of Seller, including transfers by or the death of Seller or Seller's assignees. Unless stricken, the abstract shall be obtained from an abstracter qualified by the Guaranty Division of the Iowa Housing Finance Authority.

**SECTION 11. DEED.** Upon payment of the Purchase Price, Seller shall convey the Real Estate to Buyer by Special Warranty Deed, free and clear of all liens, restrictions, and encumbrances, except as provided in this agreement. General warranties of the title shall

extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by Buyer.

**SECTION 12. CONTRACT BINDING ON SUCCESSORS IN INTEREST.** This contract shall apply to and bind the successors in interest of the parties. This agreement shall survive the closing.

**SECTION 13. RIGHTS OF INSPECTION, ENVIRONMENTAL TESTING AND REVIEW.** Real Estate deeded herein is taken in "as is" condition with no guarantees or warranties express or implied.

**SECTION 14. ENCUMBRANCES.** Seller warrants that the Real Estate will as of the date of closing be free and clear of all liens, security interests, and encumbrances.

**SECTION 15. TENANTS.** The Real Estate is free and clear of any occupants, and no party has a lease to or other occupancy or contract right in the Real Estate which shall in anyway be binding upon the Real Estate. Seller shall hold harmless and indemnify the Buyer for and against any claims, which may arise or be based upon any alleged leasehold interest, tenancy, or other right of occupancy or use for any portion for the Real Estate. This covenant shall survive the closing.

**SECTION 16. NO REAL ESTATE AGENT OR BROKER.** Neither party has used the service of a real estate agent or broker in connection with this transaction.

**SECTION 17. CERTIFICATION.** Buyer and Seller each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to breach of the foregoing certification.

## **SECTION 18. REMEDIES OF THE PARTIES.**

18.1 If Buyer fails to timely perform this contract, Seller may forfeit it as provided in the Iowa Code, and all payments made shall be forfeited or, at Seller's option, upon thirty (30) days written notice of intention to accelerate the payment of the entire balance because of such failure (during which thirty (30) days such failure is not corrected) Seller may declare the entire balance immediately due and payable. Thereafter this contract may be foreclosed in equity and the Court may appoint a receiver.

18.2 If Seller fails to timely perform this contract, Buyer has the right to have all payments made returned to it.

18.3 Buyer and Seller also are entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

**SECTION 19. WAIVER.** Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default.

**SECTION 20. NOTICE.** Any notice under this agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

Karl Williams  
186 North Main Street  
Potosi, WI 53820

City of Dubuque  
Attn: Alexis Steger  
50 W. 13<sup>th</sup> Street  
Dubuque, IA 52001

**SECTION 21. TIME IS OF THE ESSENCE.** In the performance of each part of this agreement, time shall be of the essence.

**SECTION 22. TIME FOR ACCEPTANCE.** When accepted, this agreement shall become a binding contract. If this Offer is not accepted and delivered to Buyer on or before 5:00 p.m. on April 9, 2024, this agreement shall be null and void and all payments shall be returned immediately to the Buyer.

**SECTION 23. ENTIRE AGREEMENT.** This agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by Seller and Buyer.

**SECTION 24. PARAGRAPH HEADINGS AND CONSTRUCTION.** Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

**SECTION 25. OTHER PROVISIONS.**

25.1 This agreement is subject to the final approval of the City Council of the City of Dubuque, Iowa in its sole discretion. If the City Council of the City of Dubuque, Iowa does not approve this Offer, it shall become automatically void and neither party shall be bound by the terms and conditions set forth herein.

25.2 The terms of Section 25 shall in all respects survive the closing.

**SELLER**  
**CITY OF DUBUQUE, IOWA**

By:    
Alexis Steger, Housing Director

Dated: 04/09/2024

**BUYER**  
**KARL WILLIAMS**

By:    
Karl Williams

Dated: 04/09/2024

City of Dubuque  
City Council Meeting

Public Hearings # 01.

**ITEM TITLE:** Request to Rezone 2529 Marywood Drive

**SUMMARY:** Proof of publication on notice of public hearing to consider a request from the Pregnancy Center to rezone 2529 Marywood Drive from R-1 Single-Family Residential to R-2 Two-Family Residential, 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 R-1 Single-Family Residential to R-2 Two-Family Residential

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

**ATTACHMENTS:**

**Description**

ZAC Memo to CC  
Planning Application  
Vicinity Map  
Staff Report  
Zoning Districts  
Ordinance

**Type**

Supporting Documentation  
Staff Memo  
Supporting Documentation  
Staff Memo  
Supporting Documentation  
Ordinance

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



April 5, 2024

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

Applicant: The Pregnancy Center  
Location: 2529 Marywood Drive  
Description: To rezone property from R-1 Single-Family Residential to R-2 Two-Family Residential

Dear Mayor and City Council Members:

The City of Dubuque Zoning Advisory Commission has reviewed the above-cited request at their meeting on April 3, 2024. The application, staff report, and related materials are attached for your review.

### **Discussion**

Dakota Schilling, 12346 Swiss Valley Road, spoke on behalf of the request, stating that they're looking to rezone the property in order to create two residential rental units on the property.

The Commission asked if Schilling owned the subject property, and he stated not yet and that that the sale was contingent on approval of the rezoning request.

There was no public input.

Staff detailed the staff report noting that the property was annexed around 1960 to 1963, that the dwelling was built in 1963 and the church in 1973, and that the property was zoned as R-2 in 1975 and was downzoned to R-1 by 1985. Staff noted that the existing site contains two structures which share utilities, which make it difficult to reuse the existing structures as anything other than another church or one single-family residence. Staff explained how rezoning to R-2 would allow both buildings to be utilized as residences on a single lot, and that without the rezoning the owner would have to subdivide and separate utilities which is cost prohibitive. Staff noted that without rezoning it could continue to be used as a church and rectory, that the property would have a parking credit given its former use as a church, and that one letter of opposition was submitted. Staff noted that it appeared the author of the submitted letter may have misunderstood the request as it mentions they are opposed to the use of a property as a medical clinic. Staff clarified that the proposal is not to establish a clinic, and that a clinic is not a permitted use in the R-2 Zoning district.

The Commission sought to clarify whether a clinic would be allowed in an R-2 zone. Staff stated that a clinic would not be a permitted use in the R-2 zoning district. The Commission clarified that according to the application, The Clarity Clinic is the current owner and is seeking to sell the property. Staff concurred, stating that the concerns outlined in the letter of opposition likely stemmed from the property being owned by The Clarity Clinic.

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

## 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: 2529 Marywood Drive  
Legal Description/Parcel ID#/Subdivision: 1015354036  
Existing Zoning: R-1 Proposed Zoning: R-2 Site Area (square feet/acres): 0.2 acres  
Historic District: n/a andmark: ☐ Yes ☒ No

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

To rezone property from R-1 Single Family to R-2 Two Family Residential.

#### C. Applicant/Agent Information

Name: Mary Ellen Parron or John Herrig Phone: 563-543-3366  
Address: 3365 Hillcrest City: Dubuque  
State: IA Zip: 52001 Email: Medical@clarityclinic.com  
John Herrig realty @ live . com

#### D. Property Owner(s) Information

Name(s): The Pregnancy Center dba The Clarity Clinic Phone: (563) 556-5250  
Address: 3365 Hillcrest Road City: Dubuque  
State: IA Zip: 52002 Email: medical@clarityclinic.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.

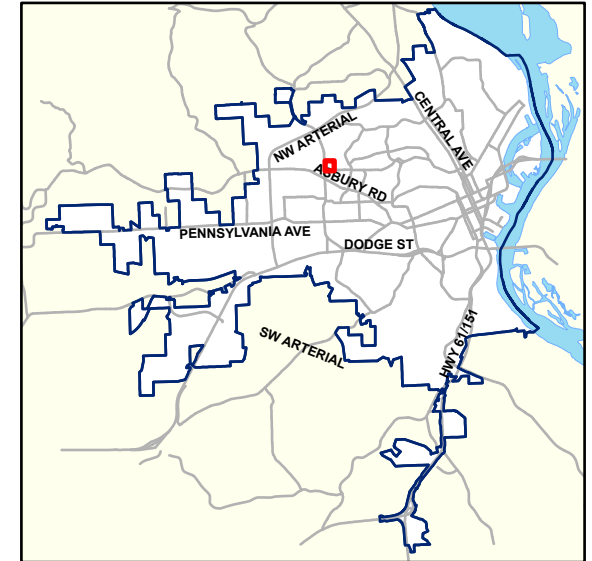
Applicant/Agent: John Herrig Date: 3/14/24  
Property Owner(s): X John Herrig Date: 3/14/24

#### FOR OFFICE USE ONLY

Fee \$ 706 Ck# 2072 ☐ CC ☐ Cash Received by Shu Date 3-14-24



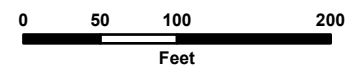
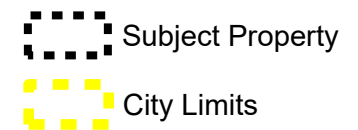
## Vicinity Map



Applicant: The Pregnancy Center Dbba The Clarity Clinic

Location: 2529 Marywood Drive

Description: To rezone property from R-1 Single-Family Residential to R-2 Two-Family Residential.



1:1,500

**Property Address:** 2529 Marywood Drive

**Property Owner:** The Pregnancy Center DbA The Clarity Clinic

**Applicant:** The Pregnancy Center DbA The Clarity Clinic

**Description:** To rezone property from R-1 Single-Family Residential to R-2 Two Family Residential.

**Proposed Land Use:** Residential

**Proposed Zoning:** R-2

**Existing Land Use:** Residential/Place of Religious Exercise

**Existing Zoning:** R-1

**Adjacent Land Use:**

North – Residential  
East – Residential  
South – Residential  
West – Residential

**Adjacent Zoning:**

North – R-1  
East – R-1  
South – R-1  
West – R-1

**Former Zoning:** Prior to 1975 – SF  
1975 – R-2 Two-Family Residential  
1985 – R-1 Single-Family Residential

**Total Area:** .2 acres / 9,430 sq. ft.

**Property History:** The subject property is comprised of one lot and is improved with a split foyer single-family residential dwelling built in 1963 and a walkout church building built in 1973. The dwelling was utilized as the rectory, and the church building was used for religious assembly and gatherings. The property is considered legally non-conforming<sup>1</sup> with respect to off-street parking. The property was originally annexed between 1960 and 1963. It was zoned as SF ('single-family' prior to 1975), was later zoned R-2 in the 1975 zoning map and has been zoned as R-1 since 1985.

**Physical Characteristics:** The subject property is approximately .2 acres (9,430 sq. ft) in area. The property is a corner lot and has frontage along both Crissy Drive and Marywood Drive. The site provides three off-street parking spaces. The site slopes downhill from the highpoint along the north side of the property toward the Marywood right-of-way to the south. There is a drainage catchment system on the north side of the property. The surrounding development consists of low-density residential uses on all sides.

<sup>1</sup> **NONCONFORMING CHARACTERISTICS OF USE:** Whenever, due to the adoption or amendment of this title, off street parking, paving of parking area, landscaping, screening, and similar site improvements do not conform to the requirements of this title, the deficiencies shall be considered lawful nonconforming characteristics of such use.



**Impact of Request on:**

**Traffic Patterns/Counts:** The area has not had a recent traffic count. In 1975 the Iowa Department of Transportation (IDOT) categorized Marywood Drive as 'local' with 240 vehicle trips and Crissy Drive as 'local' with 720 vehicle trips per day. The proposed rezoning could, at maximum development, provide four total units. Given a dwelling is less impactful to the neighborhood than a church, rezoning from R-1 to R-2 should have little impact on traffic patterns or counts in the neighborhood.

**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 one lot which is improved with a dwelling and a church. The property would be limited to 40% lot coverage with structures and any redevelopment of the site would be subject to review by the city's Development Review Team (DRT) which ensures the work is compliant with city codes and that any potential effects on the environment would be mitigated. Therefore, the proposed rezoning is not anticipated to have any adverse impacts on the environment.

**Adjacent Properties:** The subject property is surrounded by residential development. The proposed rezoning would allow a dwelling unit within the existing dwelling and within a former church building. Given a dwelling is less impactful to the neighborhood than a church, rezoning should have little negative impact on adjacent properties.

**CIP Investments:** None proposed.

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**Staff Analysis:** The applicant proposes to rezone the subject property located at 2525 Marywood Drive from R-1 Single-Family Residential to R-2 Two-Family Residential in order to create a dwelling unit within the existing church building. The subject property is comprised of one 9,430 sq. ft. corner lot and is improved with a split foyer dwelling to the south and an attached walkout church-building to the north. The dwelling was constructed in 1963 and the church building was constructed in 1973. The dwelling was utilized as the rectory and the church building was used for religious assembly and gatherings. The property was originally annexed between 1960 and 1963. It was zoned as SF ('single-family' prior to 1975), was later zoned as R-2 in the 1975 zoning map and has been zoned as R-1 since 1985. The site is considered legally non-conforming with respect to off-street parking but does provide two off-street spaces. The site slopes downhill from the highpoint to the north to the Marywood right-of-way to the south. There is a drainage catchment system on the north side of the property. The surrounding development consists of low-density residential uses on all sides.

The R-2 zoning district permits the same uses as the R-1 zoning district and adds two-unit townhomes and duplexes to the list of 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.

*Chart provided on the following page.*

Principal Permitted Uses	
R-1 Zoning District	R-2 Zoning District
Cemetery, mausoleum, or columbarium.	Cemetery, mausoleum, or columbarium.
Community gardens.	Community gardens.
Golf course.	Golf course.
Parks, public or private, and similar natural recreation areas.	Parks, public or private, and similar natural recreation areas.
Place of religious exercise or assembly.	Place of religious exercise or assembly.
Public, private or parochial school approved by the state of Iowa (K - 12).	Public, private, or parochial school, approved by the state of Iowa (K - 12).
Railroad or public or quasi-public utility, including substation.	Railroad or public or quasi-public utility, including substation.
Single-family detached dwelling.	Single-family detached dwelling.
	Townhouse (maximum 2 dwelling units).
	Two-family dwelling (duplex).

The area has not had a recent traffic count. In 1975 the Iowa Department of Transportation (IDOT) categorized Marywood Drive as 'local' with 240 vehicle trips and Crissy Drive as 'local' with 720 vehicle trips per day. The proposed rezoning could, at maximum development, provide four total units. Given a dwelling is less impactful to the neighborhood than a church, rezoning from R-1 to R-2 should have little impact on traffic patterns or counts in the neighborhood.

The subject property consists of one lot which is improved with a dwelling and a church. The property would be limited to 40% lot coverage with structures and any redevelopment of the site would be subject to review by the city's Development Review Team (DRT) which ensures the work is compliant with city codes and that any potential effects on the environment would be mitigated. Therefore, the proposed rezoning is not anticipated to have any adverse impacts on the environment.

The Comprehensive Plan encourages a mix of housing affordable for all segments of Dubuque's population throughout the community. The City's Future Land Use Map identifies the subject property as Single-Family Residential.

The subject property is surrounded by residential development. The proposed rezoning would allow a dwelling unit within the existing dwelling and within a former church building. Given a dwelling is less impactful to the neighborhood than a church, rezoning should have little negative impact on adjacent properties.

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:  Reviewed by:  Date: 3/27/2024

**16-5-2: R-1 SINGLE-FAMILY RESIDENTIAL:**

The R-1 district is the most restrictive residential district and is intended to protect low density residential areas from the encroachment of incompatible uses. The principal use of land in this district is for low density single-family dwellings and related recreational, religious and educational facilities. (Ord. 52-09, 10-19-2009)

**16-5-2-1: PRINCIPAL PERMITTED USES:**

The following uses are permitted in the R-1 district:

- Cemetery, mausoleum, or columbarium.
- Community gardens.
- Golf course.
- Parks, public or private, and similar natural recreation areas.
- Place of religious exercise or assembly.
- Public, private or parochial school approved by the state of Iowa (K - 12).
- Railroad or public or quasi-public utility, including substation.
- Single-family detached dwelling. (Ord. 52-09, 10-19-2009; amd. Ord. 17-13, 3-18-2013; Ord. 19-20, 5-18-2020)

**16-5-2-2: CONDITIONAL USES:**

The following conditional uses may be permitted in the R-1 district, subject to the provisions of section 16-8-5 of this title:

- Accessory dwelling unit.
- Bed and breakfast home.
- Keeping of horses or ponies.
- Licensed adult day services.
- Licensed childcare center.
- Mortuary, funeral home, or crematorium.
- Off street parking.
- Tour home.
- Tourist home.
- Wind energy conversion system. (Ord. 52-09, 10-19-2009; amd. Ord. 66-14, 11-17-2014)

**16-5-3: R-2 TWO-FAMILY RESIDENTIAL:**

The R-2 district is intended to provide residential areas characterized by single-family and two-family dwellings. Increased densities and the introduction of two-family housing types are intended to provide greater housing options while maintaining the basic qualities of a low density residential neighborhood. The principal use of land in this district is for low density single- and two-family dwellings and related recreational, religious and educational facilities. (Ord. 52-09, 10-19-2009)

**16-5-3-1: PRINCIPAL PERMITTED USES:**

The following uses are permitted in the R-2 district:

- Cemetery, mausoleum, or columbarium.
- Community gardens.
- Golf course.
- Parks, public or private, and similar natural recreation areas.
- Place of religious exercise or assembly.
- Public, private, or parochial school, approved by the state of Iowa (K - 12).
- Railroad or public or quasi-public utility, including substation.
- Single-family detached dwelling.
- Townhouse (maximum 2 dwelling units).
- Two-family dwelling (duplex). (Ord. 52-09, 10-19-2009; amd. Ord. 17-13, 3-18-2013; Ord. 19-20, 5-18-2020)

**16-5-3-2: CONDITIONAL USES:**

The following conditional uses may be permitted in the R-2 district, subject to the provisions of section 16-8-5 of this title:

- Accessory dwelling unit.
- Bed and breakfast home.
- Hospice.

Licensed adult day services.

Licensed childcare center.

Mortuary, funeral home, or crematorium.

Off street parking.

Tour home.

Tourist home.

Wind energy conversion system. (Ord. 52-09, 10-19-2009; amd. Ord. 66-14, 11-17-2014; Ord. 20-22, 5-20-2022)

Prepared by: Wally Wernimont, City Planner Address: City Hall, 50 W. 13th St Telephone: 563-589-4210  
Return to: Adrienne N. Breittfelder, City Clerk Address: City Hall, 50 W. 13<sup>th</sup> 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 R-1 SINGLE-FAMILY RESIDENTIAL TO R-2 TWO-FAMILY RESIDENTIAL.**

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 R-1 Single-Family Residential to R-2 Two-Family Residential, to wit:

LOT 7 Block 21 Clover Hills Subdivision, and to the centerline of the adjacent right-of-way, 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. Breittfelder, City Clerk

## City of Dubuque City Council Meeting

## Public Hearings # 02.

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**ITEM TITLE:** Unified Development Code Amendment Removing Off-Street Parking Requirements in the Jackson Park and Cathedral Historic Districts

**SUMMARY:** Proof of publication on notice of public hearing to consider a request from the City of Dubuque to amend the Unified Development Code to remove the off-street parking requirements for properties located within the Jackson Park and Cathedral Historic Districts, and Zoning Advisory Commission recommending approval.

**ORDINANCE** Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by Amending Articles 16-5-3-5 (R-1), 16-5-4-5 (R-2a), 16-5-5-5 (R-3), 16-5-6-5 (R-4), 16-5-7-5 (Or), 16-5-8-5 (OS), 16-5-9-5 (OC, 16-5-10-5 (C-1), 16-5-11-2 (C-2), And 16-5-13-5 (C-3) by Removing the Off-Street Parking Requirement for properties located within the Jackson Park and Cathedral Historic Districts

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

**ATTACHMENTS:**

Description	Type
ZAC Letter to CC	Supporting Documentation
Planning Application	Supporting Documentation
ZAC Staff Memo to CC	Supporting Documentation
HPC Letter of Support	Supporting Documentation
Maps	Supporting Documentation
Draft Ordinance	Staff Memo
PowerPoint Presentation	Supporting Documentation

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



April 5, 2024

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

Applicant: City of Dubuque

Description: To amend the Unified Development Code to remove the off-street parking requirements for properties located within the Jackson Park and Cathedral Historic Districts.

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**

Planning Staff reviewed the proposed text amendment to the Unified Development Code to remove the off-street parking requirements for properties located within the Jackson Park and Cathedral Historic Districts. Staff noted the proposed text amendment would help to preserve historic neighborhoods, structures, and sites in these districts and explained that occasionally a property owner's desire to develop is affected by parking requirements, and the proposed text amendment alleviates that potential barrier to redevelopment or adaptive reuse of a property.

Staff explained the meaning of off-street parking requirements and that many properties within the Jackson Park and Cathedral Historic Districts are legally non-conforming with respect to parking. If a property sought to make improvements to their property which would increase their required parking, then this amendment would provide relief from that additional off-street parking requirements. Staff displayed multiple maps which showed the zoning districts in the downtown area that are already exempt from providing off-street, zoning districts within the subject historic districts, public and private parking areas in the historic districts, and transit routes and stops in the districts. Staff also explained that over the last 20 years, the Zoning Board of Adjustment has reviewed a total of 18 parking variance requests for properties located in the Jackson Park and Cathedral Historic Districts.

Staff noted the office had received thirteen phone calls inquiring about this amendment, and explained that one caller, Daniel Teply, 1573 Main Street expressed opposition to the

text amendment siting concerns with increased density and parking demand in the Jackson Park Historic District. Staff concluded by noting that generally these districts are walkable and have numerous on-street parking spaces. She explained that this change is in keeping with the goals of the comprehensive plan and City Council goals and priorities.

There was no public comments.

The Zoning Advisory Commission discussed the request finding it appropriate.

**Recommendation**

By a vote of 5 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

## 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: Jackson Park and Cathedral Historic Districts  
Legal Description/Parcel ID#/Subdivision: N/A  
Existing Zoning: Varies Proposed Zoning: Varies Site Area (square feet/acres): \_\_\_\_\_  
Historic District: Jackson Park and Cathedral Historic Districts Landmark: ☒ Yes ☐ No

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

To amend the UDC to remove off-street parking requirements for properties located in the Jackson Park and Cathedral Historic Districts.

### C. Applicant/Agent Information

Name: Michael Van Milligen - City Manager Phone: 563-589-4110  
Address: 51 West 13th Street City: Dubuque  
State: IA Zip: 52001 Email: \_\_\_\_\_

### D. Property Owner(s) Information

Name(s): N/A Phone: N/A  
Address: N/A City: \_\_\_\_\_  
State: N/A Zip: N/A Email: N/A

### 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: Michael Van Milligen Date: 04/01/2024  
Property Owner(s): N/A Date: \_\_\_\_\_

### FOR OFFICE USE ONLY

Fee \$ 0 Ck# \_\_\_\_\_ ☐ CC ☐ Cash Received by \_\_\_\_\_ Date \_\_\_\_\_

March 27, 2024

**TO:** Zoning Advisory Commission

**FROM:** Shena Moon, Associate Planner

**SUBJECT:** To amend the Unified Development Code to remove the off-street parking requirements for properties located within the Jackson Park and Cathedral Historic Districts.

## **INTRODUCTION**

This memo transmits an ordinance for a proposed Text Amendment to multiple sections of the Unified Development Code (UDC) zoning regulations to omit the off-street parking requirements for properties located within the Jackson Park and Cathedral Historic Districts.

The UDC notes: "Text amendments are intended for wholesale changes to the zoning regulations, as a means for the City to respond to changing conditions and emerging trends in the community. Text amendments are not property specific."

## **BACKGROUND**

The City of Dubuque has a strong commitment to identifying and conserving its cultural resources through historic preservation. The City recognizes that historic preservation is a key sustainability initiative that has economic, environmental, and cultural benefits. As such, the City seeks to foster sound historic preservation practices, while also promoting revitalization and adaptive reuse of properties located within designated historic and conservation districts.

The Jackson Park and Cathedral Historic Districts are located in the downtown area and contain architecturally and historically significant buildings and sites. Structures in these districts are generally two- or three-stories in height and were historically residential in nature. Many structures occupy a large majority of the lot on which they are located and, consequently, have limited space for redevelopment. As such, revitalization or adaptive reuse of these properties can be challenging and, in many instances, has prompted a requirement to provide additional off-street parking on the site. Because open space is generally limited on sites in these districts, providing off-street parking is often a challenge that may not be physically possible for a project. In some instances, an applicant or owner may be required to seek approval for a parking variance to move forward with a project. In other instances, property owners may consider partial or complete demolition of existing structure(s) in order to find space for the required parking. The demolition or partial demolition of a structure(s) would be in direct conflict

with the City's strong commitment to historic preservation, which includes many structures and sites in the Jackson Park and Cathedral Historic Districts.

The proposed text amendment would eliminate the off-street parking requirements for properties located within the Jackson Park and Cathedral Historic Districts. The intent of this text amendment is to remove a potential barrier, the off-street parking requirement, to revitalization or adaptive reuse of buildings and sites located within these historic districts. Some of the properties within these districts are currently located within and/or adjacent to the C-4 Downtown Commercial and C-5 Central Business zoning districts. In these districts, off-street parking is not required. The proposed text amendment would afford all properties located within the Jackson Park and Cathedral Historic Districts the same relief from the off-street parking requirements as those properties currently in the C-4 and C-5 zoning districts.

## DISCUSSION

The proposed text amendment would remove the off-street parking requirements for properties specifically located within the Jackson Park and Cathedral Historic Districts. The amendment would modify the UDC parking requirements in the R-2, R-2A, R-3, R-4, OR, OS, C-1, C-2, and C-3 zoning districts as follows:

*"Minimum parking requirement shall be regulated in conformance with the provisions of **Chapter 14** of this title, except for properties located within the Jackson Park and Cathedral Historic Districts where off-street parking is not required."*

In the OC zoning district, the parking requirements would be amended as follows:

*"Minimum parking requirement shall be regulated in conformance with the provisions of **Chapter 14** of this title, except that a 25 percent reduction shall be allowed in the OC District for both permitted and conditional uses, and except for properties located within the Jackson Park and Cathedral Historic Districts where off-street parking is not required."*

The proposed amendments would update the following code sections with the revised language provided above:

- 16-5-3-5 Parking (R-2)
- 16-5-4-5 Parking (R-2A)
- 16-5-5-5 Parking (R-3)
- 16-5-6-5 Parking (R-4)
- 16-5-7-5 Parking (OR)
- 16-5-8-5 Parking (OS)
- 16-5-9-5 Parking (OC)
- 16-5-10-5 Parking (C-1)
- 16-5-11-5 Parking (C-2)
- 16-5-13-5 Parking (C-3)

The Jackson Park and Cathedral Historic Districts are located in walkable, pedestrian oriented downtown neighborhoods. Both districts contain numerous on-street parking spaces, access to public parking lots and ramps, and access to transit lines and transit stops.

The City's Future Land Use Map identifies the Jackson Park and Cathedral Historic districts as mixed-use areas. The proposed text amendment is in keeping with the goals of the Imagine Dubuque Comprehensive Plan which include the following:

- *Recognizing the importance of historic preservation and adaptive reuse.*
- *Illustrate the tangible economic and sustainability of benefits – direct, indirect, and induced – to Dubuque's economy and community from the work done by the City's historic preservation program.*
- *When properties redevelop, as appropriate, work to re-orient development to the street level, rather than separated from the street by parking lots.*
- *Create a vibrant environment where residents can live, work, and play within walking and biking distance of their home and opportunity sites throughout the community.*
- *Encourage a mix of housing affordable for all segments of Dubuque's population throughout the community.*
- *Work with property owners and developers to encourage and create walkable, mixed-use developments in locations identified by the Future Land Use Map.*

The proposed text amendment is in keeping with the City Council's Goals and priorities of promoting livable neighborhoods and supporting opportunities for the creation of new housing within the city.

## **RECOMMENDATION**

Planning staff recommends that the Zoning Advisory Commission review the information in this packet, and then make a recommendation to the City Council on the proposed text amendment.

Enclosures

April 1, 2024

Members of the Zoning Advisory Commission, and  
The Honorable Mayor and City Council Members  
City of Dubuque  
City Hall – 50 W. 13th Street  
Dubuque IA 52001

To Members of the Zoning Advisory Commission, and Mayor and City Council Members:


We as members of the Historic Preservation Commission support the upcoming request to the Zoning Advisory Commission and City Council to remove off-street parking requirements from the Cathedral and Jackson Park locally designated historic districts.

Parking requirements can inhibit the reuse of historic structures by making redevelopment of underutilized structures infeasible. Our 19<sup>th</sup> century neighborhoods were built for citizens living in walking distance to schools, places of worship, and goods and services. Streetcars and trains helped citizens move longer distances. We live differently now than when our neighborhoods were built, but these areas remain desirable, livable, walkable and sustainable.

We understand the importance of encouraging redevelopment of upper story housing and other vacant properties to meet Dubuque's acute housing need and make the best use of existing historic neighborhoods. We believe the current parking requirements may encourage demolition of historic structures in order to create parking lots as these developments move forward. We are in support of the removal of off-street parking requirements to encourage the continued redevelopment of Dubuque's downtown.

Thank you for your consideration of this important issue and your continued support of a viable, livable and equitable Dubuque.

Sincerely,

  
Melissa Daykin Cassill  
Chairperson

  
Thea Dement  
Vice-Chairperson

  
William Doyle  
Commissioner

*Continued on page 2*

  
Janice Esser  
Commissioner

  
Tim Gau  
Commissioner

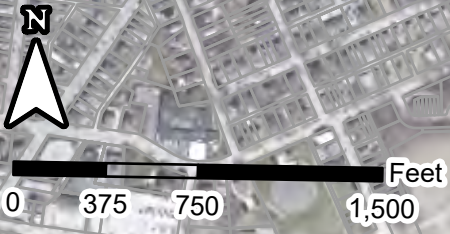
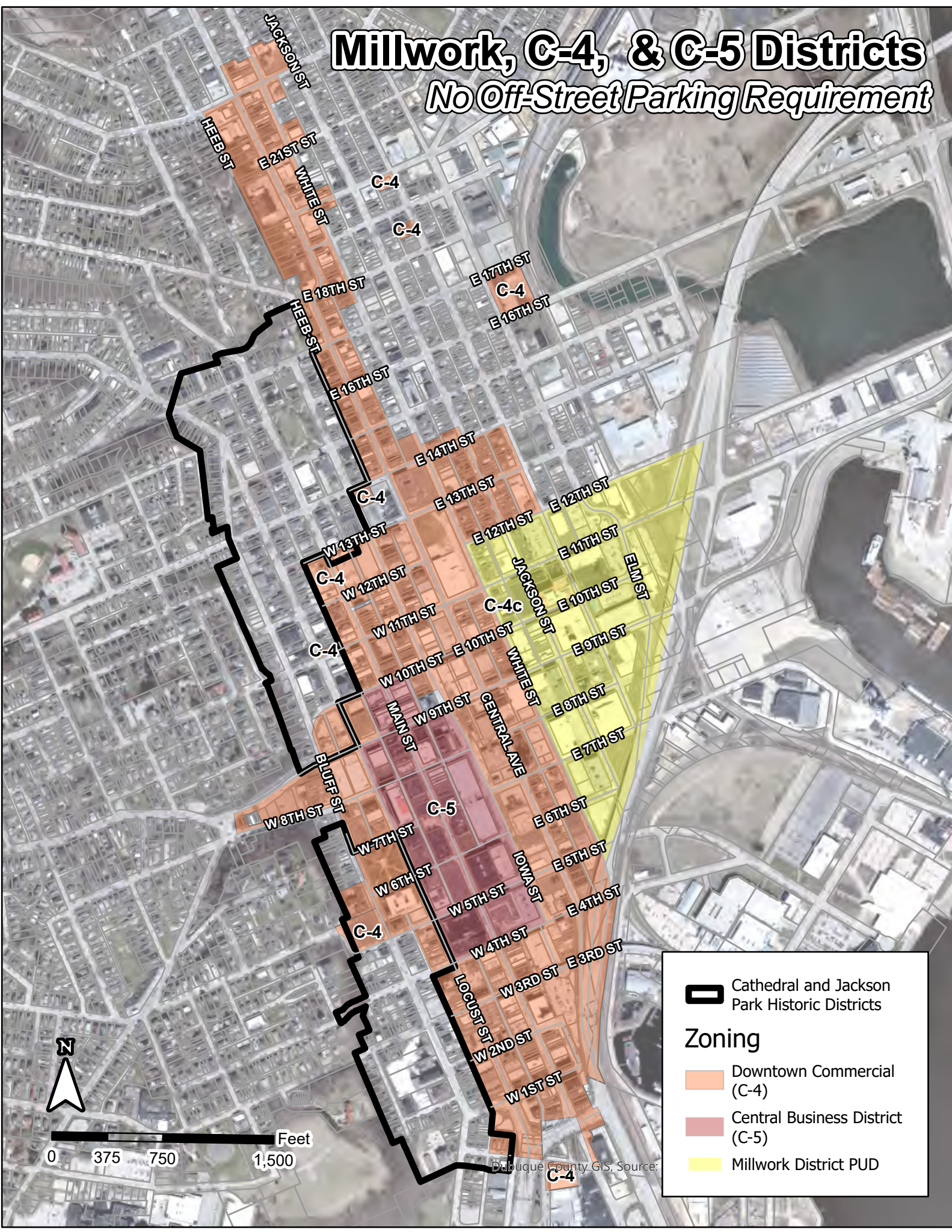
  
Christina Monk  
Commissioner

  
Richard Stuter  
Commissioner

  
Heidi Pettitt  
Commissioner

# Millwork, C-4, & C-5 Districts

## No Off-Street Parking Requirement



Dubuque County GIS, Source:

Cathedral and Jackson Park Historic Districts





**Zoning**

Downtown Commercial (C-4)

Central Business District (C-5)

Millwork District PUD

# Cathedral Historic District

-  Cathedral Historic District
-  Parking Meters
-  Residential Restricted Parking Areas
-  Unmetered Street Parking

0 150 300 600 Feet



# Cathedral Historic District

-  Cathedral Historic District
-  Transit Routes
-  Transit Stops

0 150 300 600 Feet






Dubuque County GIS, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

# Cathedral & Jackson Park Historic Districts

*Community Parking Areas - Public & Private*



# Jackson Park Historic District




-  Jackson Park Historic District
-  Parking Meters
-  Unmetered Street Parking

0 175 350 700 Feet



Dubuque County GIS, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

# Jackson Park Historic District

-  Jackson Park Historic District
-  Transit Routes
-  Transit Stops





# Cathedral & Jackson Park Historic Districts

## *Public Lots and Ramps*



# Cathedral & Jackson Park Historic Districts

## Parking Variance Cases

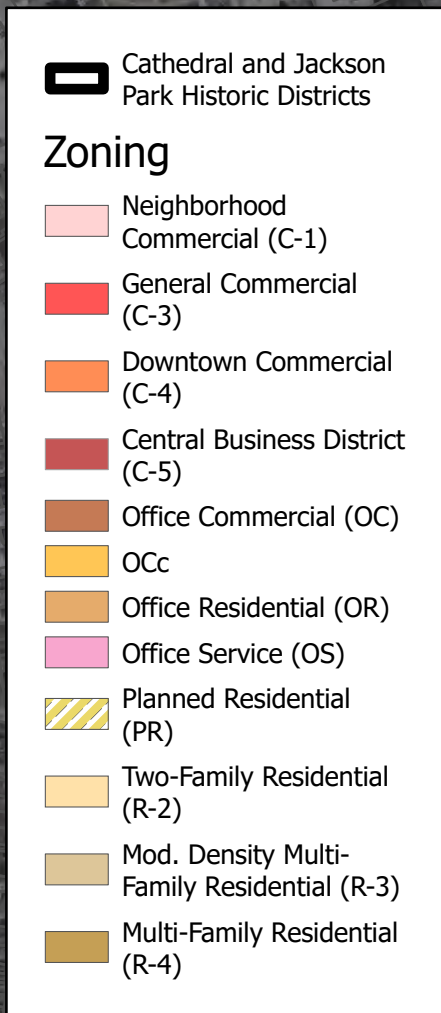
-  Cathedral and Jackson Park Historic Districts
-  Parking Variance Cases

0 375 750 1,500 Feet



Dubuque County GIS, Source: Esri, Maxar, Earthstar Geographics, and the GIS Community

# Cathedral & Jackson Park Historic Districts



0 375 750 1,500 Feet



Dubuque County GIS, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Prepared by: Wally Wernimont, City Planner Address: City Hall, 50 W. 13th St Telephone: 563-589-4210  
Return to: Adrienne Breitfelder, City Clerk Address: City Hall, 50 W. 13<sup>th</sup> 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 AMENDING ARTICLES 16-5-3-5 (R-1), 16-5-4-5 (R-2A), 16-5-5-5 (R-3), 16-5-6-5 (R-4), 16-5-7-5 (OR), 16-5-8-5 (OS), 16-5-9-5 (OC), 16-5-10-5 (C-1), 16-5-11-2 (C-2), AND 16-5-13-5 (C-3) BY REMOVING THE OFF-STREET PARKING REQUIREMENT FOR PROPERTIES LOCATED WITHIN THE JACKSON PARK AND CATHEDRAL HISTORIC DISTRICTS.

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 Chapters 16-5-3-5 (R-2), 16-5-4-5 (R-2A), 16-5-5-5 (R-3), 16-5-6-5 (R-4), 16-5-7-5 (OR), 16-5-8-5 (OS), 16-5-9-5 (OC), 16-5-10-5 (C-1), 16-5-11-5 (C-2), and 16-5-13-5 (C-3), are hereby amended as follows:

16-5-3-5 Parking

Minimum parking requirement shall be regulated in conformance with the provisions of Chapter 14 of this title, **except for properties located within the Jackson Park and Cathedral Historic Districts where off-street parking is not required.**

16-5-4-5 Parking

Minimum parking requirement shall be regulated in conformance with the provisions of Chapter 14 of this title, **except for properties located within the Jackson Park and Cathedral Historic Districts where off-street parking is not required.**

#### 16-5-5-5 Parking

Minimum parking requirement shall be regulated in conformance with the provisions of Chapter 14 of this title, **except for properties located within the Jackson Park and Cathedral Historic Districts where off-street parking is not required.**

#### 16-5-6-5 Parking

Minimum parking requirement shall be regulated in conformance with the provisions of Chapter 14 of this title, **except for properties located within the Jackson Park and Cathedral Historic Districts where off-street parking is not required.**

#### 16-5-7-5 Parking

Minimum parking requirement shall be regulated in conformance with the provisions of Chapter 14 of this title, **except for properties located within the Jackson Park and Cathedral Historic Districts where off-street parking is not required.**

#### 16-5-8-5 Parking

Minimum parking requirement shall be regulated in conformance with the provisions of Chapter 14 of this title, **except for properties located within the Jackson Park and Cathedral Historic Districts where off-street parking is not required.**

#### 16-5-9-5 Parking

Minimum parking requirement shall be regulated in conformance with the provisions of Chapter 14 of this title, except that a 25 percent reduction shall be allowed in the OC District for both permitted and conditional uses, **and except for properties located within the Jackson Park and Cathedral Historic Districts where off-street parking is not required.**

#### 16-5-10-5 Parking

Minimum parking requirement shall be regulated in conformance with the provisions of Chapter 14 of this title, **except for properties located within the Jackson Park and Cathedral Historic Districts where off-street parking is not required.**

16-5-11-5 Parking

Minimum parking requirement shall be regulated in conformance with the provisions of Chapter 14 of this title, **except for properties located within the Jackson Park and Cathedral Historic Districts where off-street parking is not required.**

16-5-13-5 Parking

Minimum parking requirement shall be regulated in conformance with the provisions of Chapter 14 of this title, **except for properties located within the Jackson Park and Cathedral Historic Districts where off-street parking is not required.**

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 immediately upon publication, as provided by law.

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

---

Brad M. Cavanagh, Mayor

Attest:

---

Adrienne N. Breittfelder, City Clerk

# Text Amendment: Parking in Jackson Park & Cathedral Historic Districts

To amend the Unified Development Code to removed the off-street parking requirements for properties located within the Jackson Park and Cathedral Historic Districts.

City Council  
April 3, 2024

## Background

- City of Dubuque has a strong commitment to identifying and conserving cultural resources through historic preservations.
  - The City seeks to foster historic preservation while also promoting revitalization and adaptive reuse of historic properties.
  
- Jackson Park & Cathedral Historic Districts are located in the downtown area and contain architecturally and historically significant buildings and sites.
  - Structures are generally two- or three-stories in height and historically residential in nature.
  - The structures generally cover majority of the site leaving limited space for redevelopment.
  - Properties face challenges with providing off-street parking on sites prompting owners to seek variance approvals or consider partial or complete demolition of structures.

## Proposed Text Amendment

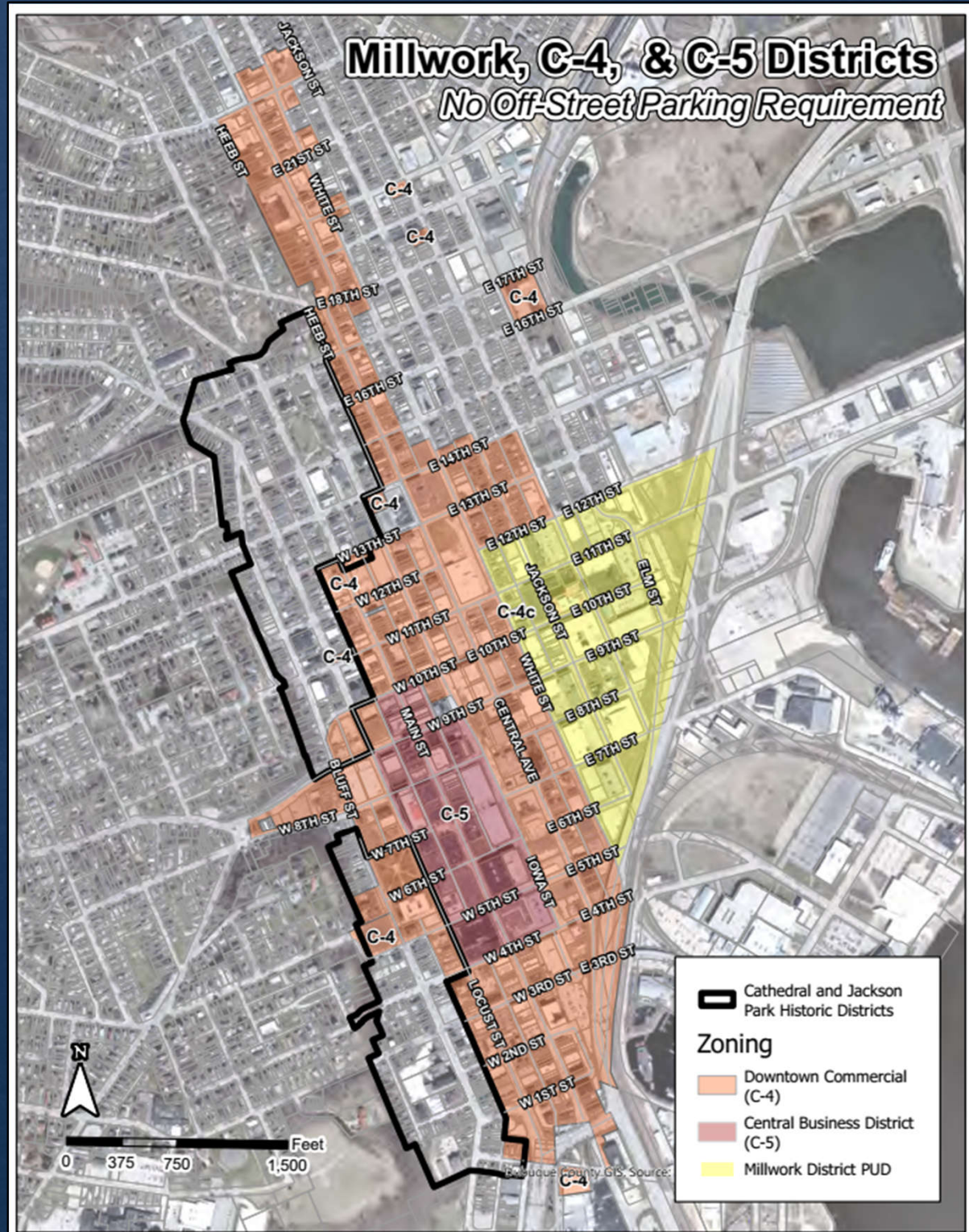
- Proposed amendment would eliminate the off-street parking requirements for properties located within the Jackson Park & Cathedral Historic Districts.
  - The intent is to remove a potential barrier to the revitalization or adaptive reuse of historic buildings and sites located in the districts.
- Currently the C-4 Downtown Commercial and C-5 Central Business zoning districts, both located in the downtown area, do not require off-street parking.
  - The text amendment would provide the same relief from parking requirements for properties in the Jackson Park & Cathedral Historic Districts.
- The amendment would remove off-street parking requirements for properties in the Jackson Park & Cathedral Historic Districts by amending the parking requires in the R-2, R-2A, R-3, R-4, OR, OC, OS, C-1, C-2, and C-3 zoning districts.

## Public Outreach & Input

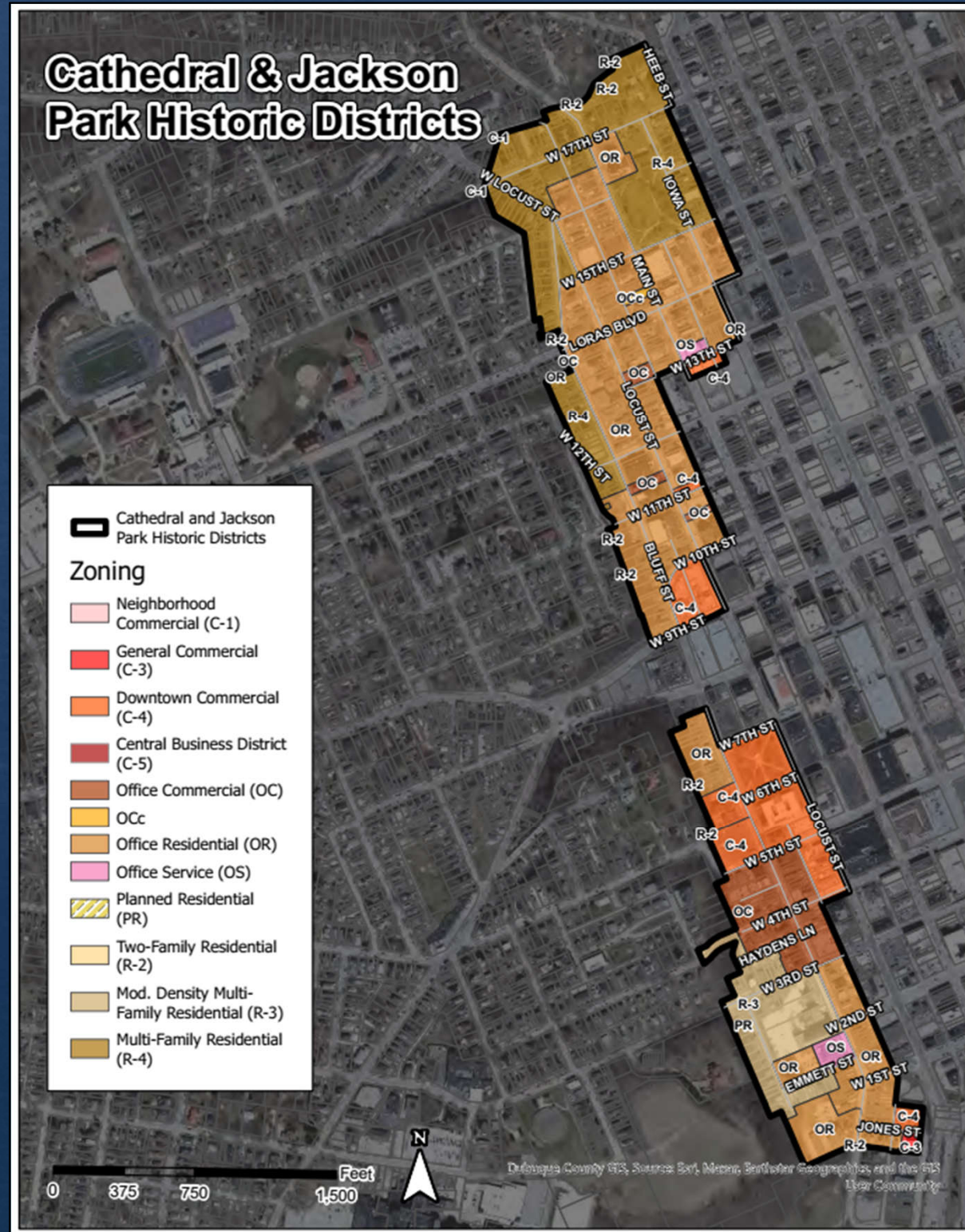
- Mailed 250 postcards to all property owners within the Jackson Park and Cathedral Historic Districts
  - Staff fielded 13 phone calls
  - One person in opposition
- Informational Meeting held on April 1, 2024 at the Carnegie Stout Public Library
  - Three citizens added
- Historic Preservation Commission (HPC) Support
  - The HPC submitted a letter of support

## Map of Millwork, C-4, & C-5 districts in downtown

- Off-street parking is not required in these districts



# Zoning Districts in the Jackson Park & Cathedral Historic Districts



# Cathedral Historic District

## Cathedral Historic District

-  Cathedral Historic District
-  Parking Meters
-  Residential Restricted Parking Areas
-  Unmetered Street Parking

0 150 300 600 Feet



Delaware County GIS, Source Esri, Microsoft, GeoEye, Geoportals and the GIS User Community

## Cathedral Historic District

-  Cathedral Historic District
-  Transit Routes
-  Transit Stops




0 150 300 600 Feet



Delaware County GIS, Source Esri, Microsoft, GeoEye, Geoportals and the GIS User Community

# Jackson Parking Historic District

## Jackson Park Historic District

-  Jackson Park Historic District
-  Parking Meters
-  Unmetered Street Parking



Delaware County GIS, Source: Bart Mearns, Sentinel Geographics and the GIS User Community

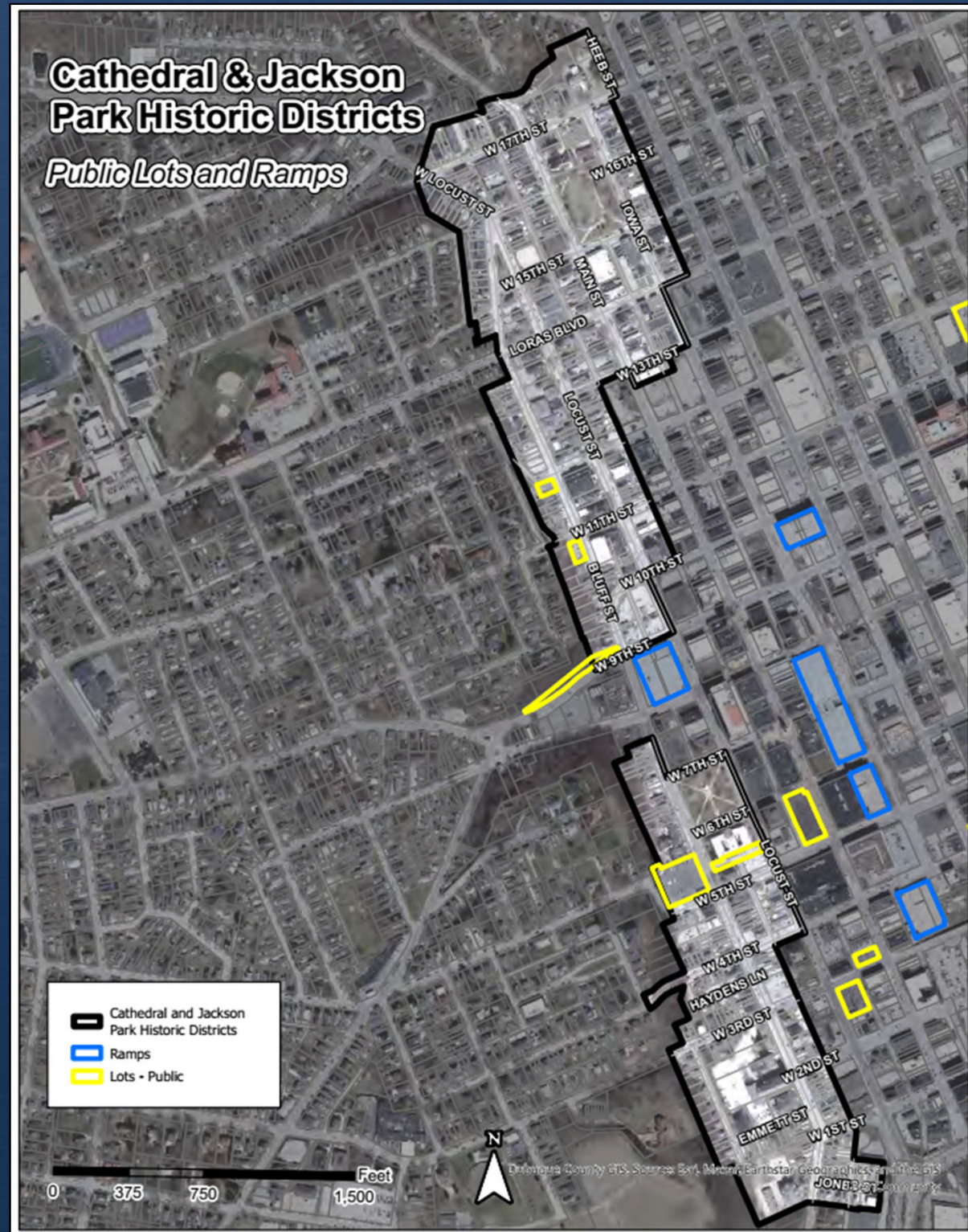
## Jackson Park Historic District

-  Jackson Park Historic District
-  Transit Routes
-  Transit Stops

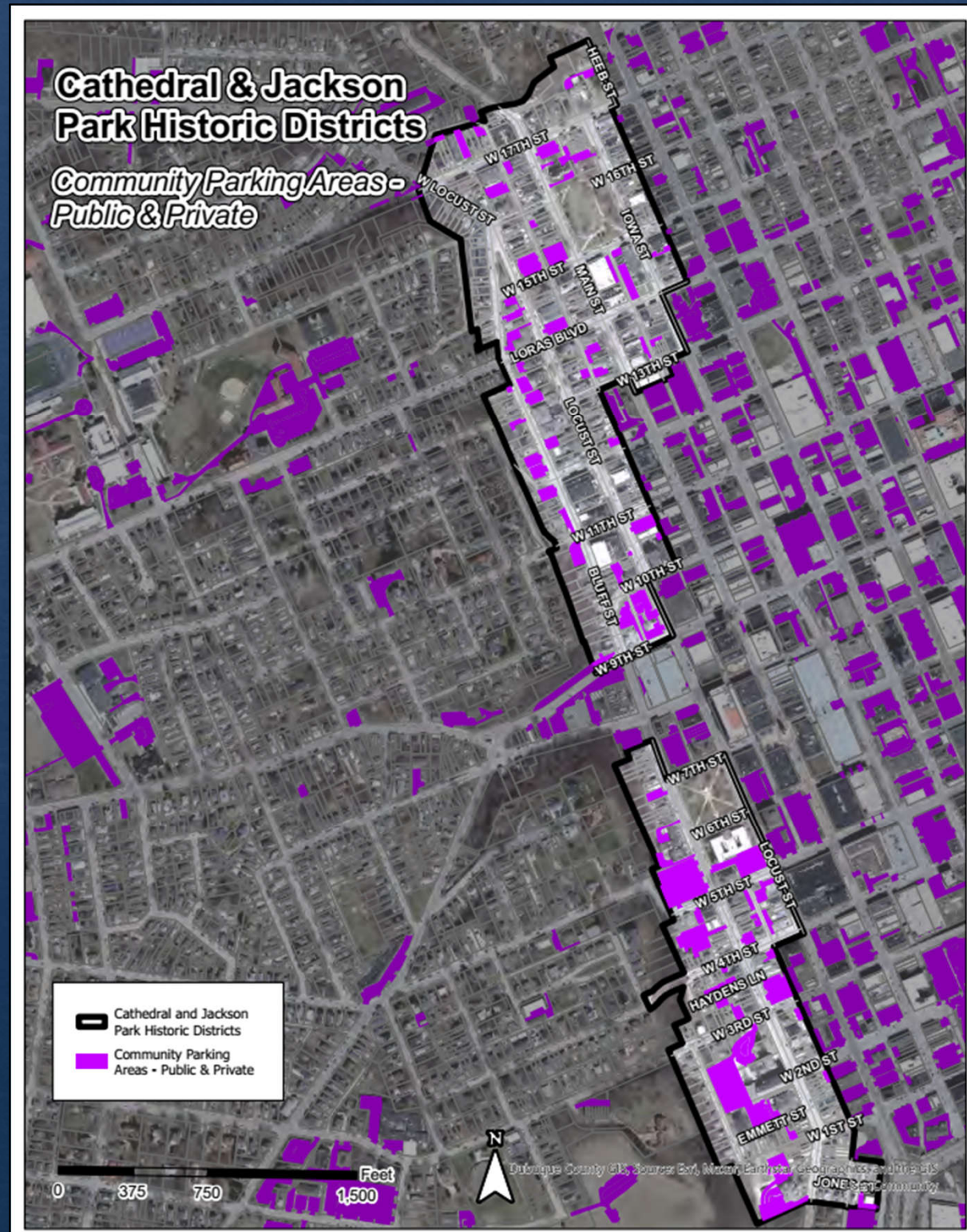


Delaware County GIS, Source: Bart Mearns, Sentinel Geographics and the GIS User Community

# Public Parking Lots and Ramps in the Jackson Park & Cathedral Historic Districts



## Community Parking Areas – Public & Private



QUESTIONS?

City of Dubuque  
City Council Meeting

Public Hearings # 03.

ITEM TITLE:	2024 Maintenance Dredging Project No. 1 Public Hearing		
SUMMARY:	Proof of publication on notice of public hearing to consider City Council approve the plans, specifications, form of contract, and estimated cost of \$317,500 for the 2024 Maintenance Dredging Project No. 1 through adoption of the attached resolution, and City Manager recommending approval.		
	<b>RESOLUTION</b> Approval of plans, specifications, form of contract, and estimated cost for the 2024 Maintenance Dredging Project No. 1		
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



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

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

**SUBJECT:** 2024 Maintenance Dredging Project No. 1  
Public Hearing  
Project Number: 5546000001-304-67990 Harbor Area Dredging

**DATE:** April 10, 2024

Assistant City Engineer Robert Schiesl is recommending City Council approve the plans, specifications, form of contract, and estimated cost of \$317,500 for the 2024 Maintenance Dredging Project No. 1 through 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  
Robert Schiesl, Assistant City Engineer

**TO:** Michael C. Van Milligen, City Manager  
Gus Psihoyos, City Engineer

**FROM:** Robert Schiesl, Assistant City Engineer

**DATE:** April 9, 2024

**RE:** 2024 Maintenance Dredging Project No. 1  
Public Hearing  
Project Number: 5546000001-304-67990 Harbor Area Dredging

### **INTRODUCTION**

The attached resolution is in reference to the public hearing for the 2024 Maintenance Dredging Project No. 1.

### **BACKGROUND**

In the fall of 2022, Dubuque Marina submitted a Boating Infrastructure Grant (BIG Tier 1) application to the Iowa DNR for dredging the marina to provide transient boaters, and boaters who operate vessels 26 feet or larger, access to docking and safe harbor facilities, including fueling, pump-out, bathroom and shower facilities, access to clean water, electricity, and other utilities.

In February 2023, Dubuque Marina was notified by the Iowa DNR that they were awarded \$200,000 in BIG Tier 1 grant funding. During the grant development process, it became apparent that it would be challenging for Dubuque Marina to administer and comply with all the federal grant requirements.

Based on the potential challenges for Dubuque Marina to successfully administer a federal BIG Tier 1 grant funded project, the Iowa DNR approached the City to inquire if the City would be interested in becoming the BIG Tier 1 Grant Recipient and be the responsible lead agency for administering the federal grant.

Since the City regularly performs maintenance dredging projects and has successfully completed two (2) previous BIG grant funded project, City staff supported assuming the lead agency role for the 2022 BIG Tier 1 grant to perform maintenance dredging at Dubuque Marina.

Since the Dubuque Marina was the original grant applicant, for the City to become the Grant Recipient, the City was required to submit a new, separate application to the U.S. Fish and Wildlife Service (USFWS) and Iowa DNR for the 2022 Boating Infrastructure Tier 1 Grant. In August 2023, per Resolution 248-23, the City Council authorized staff to submit the 2022 Boating Infrastructure Tier 1 Grant application.

In November 2023, the City received the Notice of Award from the Iowa DNR / USFWS for the BIG Tier 1 Grant, and per Resolution 379-23, the City Council authorized the execution of the BIG Tier 1 Subrecipient Grant Agreement.

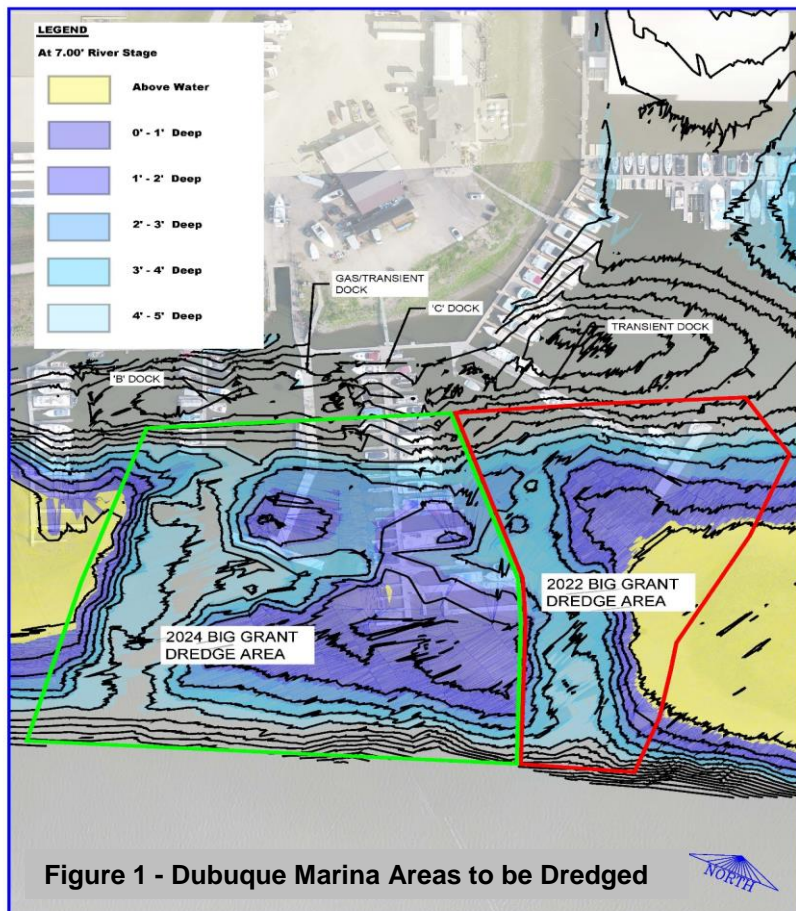
### **DUBUQUE MARINA FUNDING AGREEMENT**

In November 2023, per Resolution 380-23, the City Council authorized the execution of a Funding Agreement between the City and Dubuque Marina, Inc. for the partnership agreement to provide the required local match funding (\$117,500) for the 2022 BIG Tier 1 Grant to perform maintenance dredging at Dubuque Marina

### **BIG TIER 1 GRANTS - DREDGING PLAN**

Upon reviewing the BIG grant eligible scope of work for maintenance dredging, and after discussions with Dubuque Marina and Iowa DNR staff, City staff is proposing a 2-phase dredging project to support the local and regional transient boating at the marina.

The objective and scope of work for the 2024 Maintenance Dredging Project No. 1, utilizing the 2022 BIG TIER 1 Grant funding that was awarded is to perform maintenance dredging within the approximate area shown in Figure 1, to an approximate river bottom elevation of 586-Ft., which will provide adequate depth for transient boats 26 feet in length or greater and will create a safe open water for navigating vessels from the Peosta Channel to and from the marina transient docks.



#### **2024 Maintenance Dredging Project No. 1**

2022 BIG Tier 1 Grant Funding will be used to perform dredging within the area outlined in **RED**.

#### **2024 Maintenance Dredging Project No. 2**

City of Dubuque submitted a 2024 BIG Tier 1 Grant Application to assist in funding to perform dredging within the area outlined in **GREEN**.

In September 2023, per Resolution 284-23, the City Council authorized staff to submit the 2024 Boating Infrastructure Tier 1 Grant application. The objective and scope of work for the proposed 2024 Maintenance Dredging Project No. 2, utilizing the 2024 BIG Grant funding is to continue with the completion of maintenance dredging within the area shown in Figure 1, to an approximate river bottom elevation of 586-Ft. This will create a larger open waterway for navigating transient vessels from the Peosta Channel to and from the marina transient docks and provide safe access to the existing transient dock for fuel, water, and holding tank pump-out. The City is still waiting to receive the Notice of Award from the Iowa DNR / USFWS for the 2024 BIG Tier 1 Grant.

The proposed 2-phase dredging project will provide adequate depth and an improved open waterway for safely navigating transient vessels. By dredging and creating the open waterway from the Peosta Channel to the marina transient docks, this will create improved water flow and water circulation which will reduce the potential for future sediment siltation within the proposed dredge location. The proposed dredged open waterway will be more sustainable long-term and will maximize the return on the investment of federal BIG funding with a long-term solution in providing safe harbor access for daily and overnight transient boaters.

### **PROJECT SCHEDULE**

The schedule for the project will be as follows:

Initiate Bidding	April 1, 2024
Publish Notice to Bidders, Advertisement for Bids	April 5, 2024
Publish Notice of Hearing on Plans & Specifications	April 5, 2024
Public Hearing	April 15, 2024
Receipt of Bids	April 25, 2024
Award of Contract	May 6, 2024
Completion Date	June 28, 2024

### **RECOMMENDATION**

I recommend that the City Council approve the plans, specifications, form of contract and construction cost estimate for the for the 2024 Maintenance Dredging Project No. 1.

### **BUDGET IMPACT**

The estimate of probable cost for the 2024 Maintenance Dredging Project No. 1 is summarized in the following table:

<b>Description</b>	<b>Cost Estimate</b>
Dredge Construction - Dubuque Marina	\$ 287,500.00
Contingency (Over Dredge Depth)	30,000.00
<b>Total Construction Cost Estimate</b>	<b>\$ 317,500.00</b>

The proposed project funding is summarized as follows:

<b>Project Number</b>	<b>Fund Description</b>	<b>Fund Amount</b>
5546000001-304-67990	Harbor Area Dredging (BIG TIER 1 Grant)	\$ 200,000.00
	Private Participation - Dubuque Marina	117,500.00
<b>Total Project Funding</b>		<b>\$ 317,500.00</b>

### **REQUESTED ACTION**

The City Council is requested to approve the plans, specifications, form of contract and estimated cost for the 2024 Maintenance Dredging Project No. 1 through adoption of the attached resolution.

cc: Jenny Larson, Chief Financial Officer  
Nathan Steffen, Civil Engineer  
Dubuque Marina

F:\PROJECTS\DREDGING PROJECTS\2024 Maintenance Dredge\Council & Staff Documents\Project #1\Public Hearing

**RESOLUTION NO. -24**

**APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND  
ESTIMATED COST FOR THE 2024 MAINTENANCE DREDGING PROJECT NO. 1**

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

That the attached plans, specifications, form of contract and estimate of total cost for the 2024 Maintenance Dredging Project No. 1 in the estimated amount \$287,500.00, are hereby approved.

Passed, approved, and adopted this 15<sup>th</sup> day of April 2024.

Attest:

\_\_\_\_\_  
Brad M. Cavanagh, Mayor

\_\_\_\_\_  
Adrienne Breittfelder, CMC City Clerk

## City of Dubuque City Council Meeting

## Public Hearings # 04.

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**ITEM TITLE:** Fiscal Year 2025 Budget Adoption

**SUMMARY:** Proof of publication on notice of public hearing to consider Mayor and City Council approval of the amended Fiscal Year 2025 budget recommendation with a property tax rate of \$9.92638, a 0.25% increase from Fiscal Year 2024, and City Manager recommending approval.

**RESOLUTION** Adoption of Budget and Certification of City Taxes

**RESOLUTION** Adopting the City of Dubuque Fiscal Year 2025 Annual Budget

**RESOLUTION** Adopting the City of Dubuque Five Year Capital Improvement Program

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

### ATTACHMENTS:

Description	Type
MVM Memo_Updated 4.15.24	Supporting Documentation
MVM Memo	City Manager Memo
FY25 Revised Budget Recommendation_Staff Memo_Updated 4.15.24	Staff Memo
FY25 Revised Budget Recommendation_Staff Memo	Staff Memo
FY25 State Budget Forms	Supporting Documentation
Resolution	Resolutions
FY25 Operating Budget Resolution	Resolutions
FY25 Capital Budget Resolution	Resolutions
Public Input on FY2025 Budget	Supporting Documentation



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

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

**SUBJECT:** Amended Fiscal Year 2025 Budget Recommendation

**DATE:** April 11, 2024

Chief Financial Officer Jennifer Larson is recommending adoption of the Fiscal Year 2025 City budget.

The Fiscal Year 2025 Budget Recommendation was presented to City Council on March 25, 2024. There have been changes that have resulted in an Amended Fiscal Year 2025 Budget Recommendation.

### **Fiscal Year 2025 Proposed Property Tax Levy**

The City Council approved a maximum property tax levy in FY25 of \$9.92637 and maximum property tax dollars of \$27,530,253 on March 25, 2024. The maximum levy that can be adopted by City Council is \$9.92637.

The Fiscal Year 2025 Budget Recommendation and the Amended Fiscal Year 2025 Budget Recommendation proposes the recommended property tax rate of \$9.92637 or \$27,530,253 in total property tax dollars. This is the same as the original recommendation.

### **Fiscal Year 2025 Amended Budget Recommendation**

The following changes occurred after the Fiscal Year 2025 Budget Recommendation was presented to the Mayor and City Council on March 25, 2024.

### **Road Use Tax Fund**

#### **Public Works Department**

During goal setting sessions in August 2023, City Council identified street maintenance and rehabilitation programming as a top priority for the 2023-2025 policy agenda.

With the conclusion of winter operations, a re-evaluation was conducted to maximize the outcomes of this top-priority. Public Works evaluated current and historical salt inventory, impact to salt partners, creatively adjusting summer project staffing, and reviewing nonannual revenues.

I am now recommending that the Public Works Asphalt Overlay Program for calendar year 2024 be increased from the originally recommended 5 miles to a total of 8 miles. There is no impact on the property tax rate.

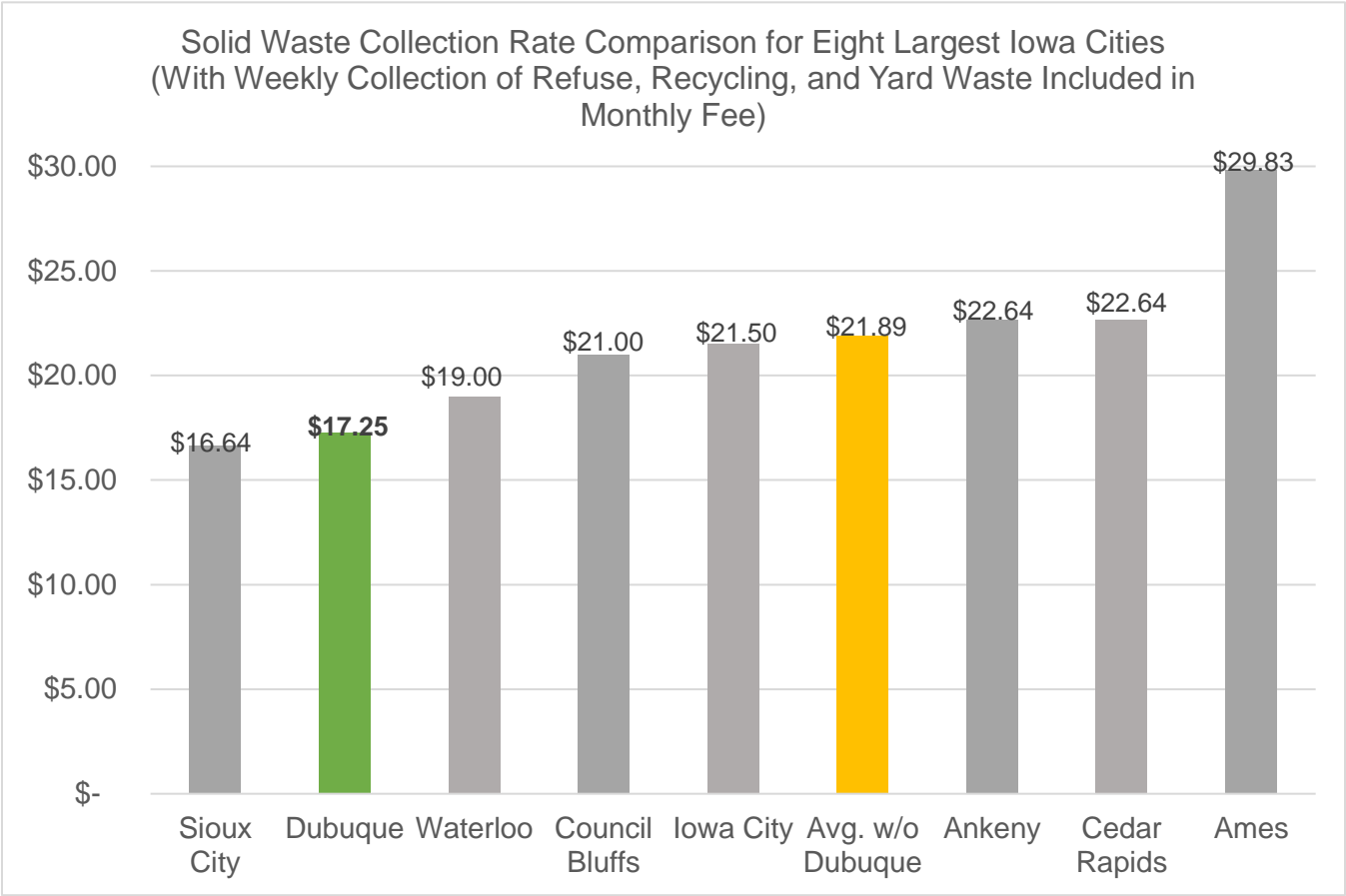
**Police Department**

During the Fiscal Year 2025 budget process, an improvement package to conduct a building and space study was requested for a non-recurring cost of \$50,000. This improvement package was not recommended as it was not available in the budget at that time. With the numerous vacancies in the Police Department a source of funds has been identified for this one-time expense. There is no impact on the property tax rate.

**Enterprise Funds**

**Solid Waste Collection**

The Fiscal Year 2025 Budget Recommendation includes an 8.97% increase in the refuse fee. This is the same as the original recommendation.

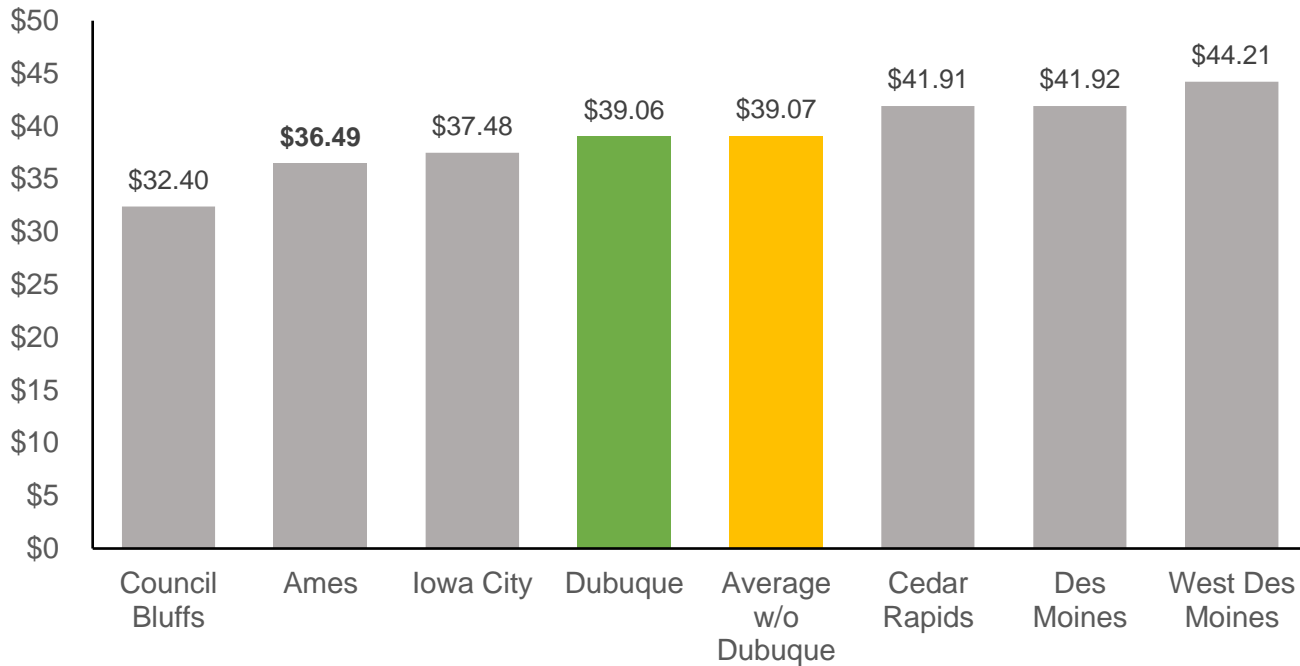


The highest rate (Ames) is 73% higher than Dubuque’s rate, and the average is 27% higher than Dubuque.

## Water

The Fiscal Year 2025 Budget Recommendation includes a 12.00% increase in the water user fee. This is the same as the original recommendation.

Water Rate Comparison  
Seven Largest Iowa Cities  
With Water Softening

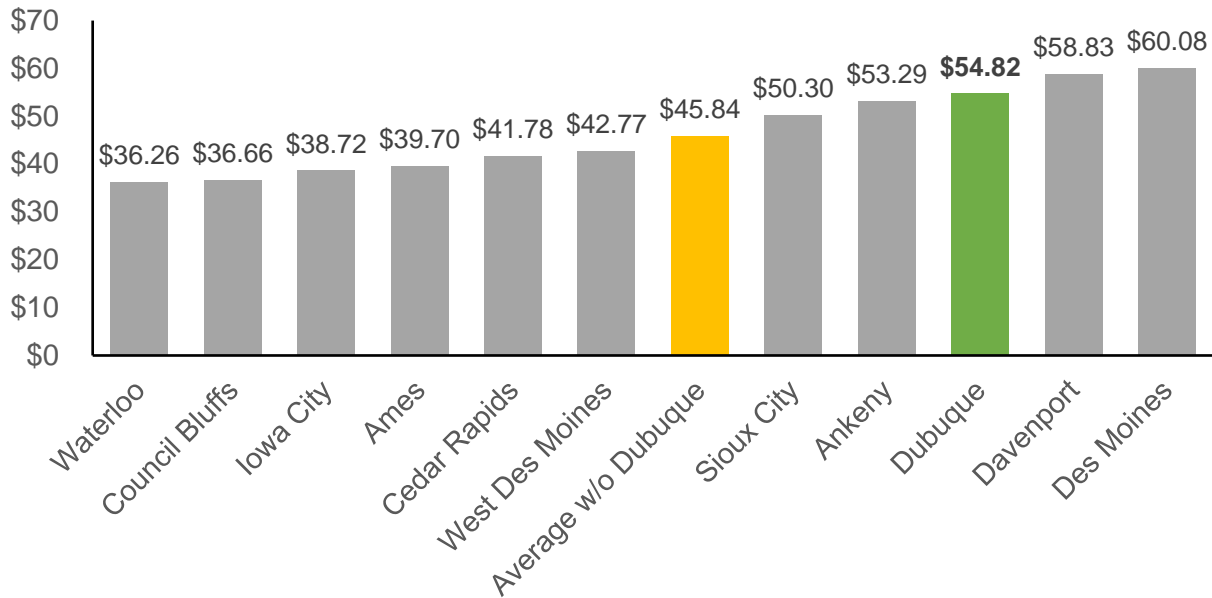


Dubuque's water is some of the best in the world! The highest rate (West Des Moines) is 13% higher than Dubuque's rate, and the average is 0.02% higher than Dubuque.

## Sanitary Sewer

The Fiscal Year 2025 Budget Recommendation includes a 9.00% increase in the sanitary sewer user fee. This is the same as the original recommendation.

## Sanitary Sewer Rate Comparison Eleven Largest Cities in Iowa



The highest rate (Des Moines) is 7% higher than Dubuque's rate, and the average is 16% lower than Dubuque.

### Stormwater

The Fiscal Year 2025 Budget Recommendation included a 15% increase in the stormwater user fee from \$10.00 to \$11.50. **This revised budget recommendation reduces the increase in the stormwater user fee to a 5% increase, from \$10.00 to \$10.50. An additional \$8 million Federal Emergency Management - Homeland Security—Community Project Funding/Congressionally Directed Spending Grant has been received for the Bee Branch Gate & Pump Replacement project, increasing the grant total to \$28.2 million for the project. In addition, in Fiscal Year 2025, Dubuque Racing Association Distribution funds are being redirected from the Bee Branch Gate & Pump Replacement project to pay debt service of existing stormwater general obligation bonds in the amount of \$385,747. The State Revolving Loan Fund debt to be issued for the project has been reduced from \$6,547,357 to \$820,000.**

## Stormwater Rate Comparison Ten Largest Cities in Iowa



The highest rate (Des Moines) is 67% higher than Dubuque's rate, and the average is 33% lower than Dubuque.

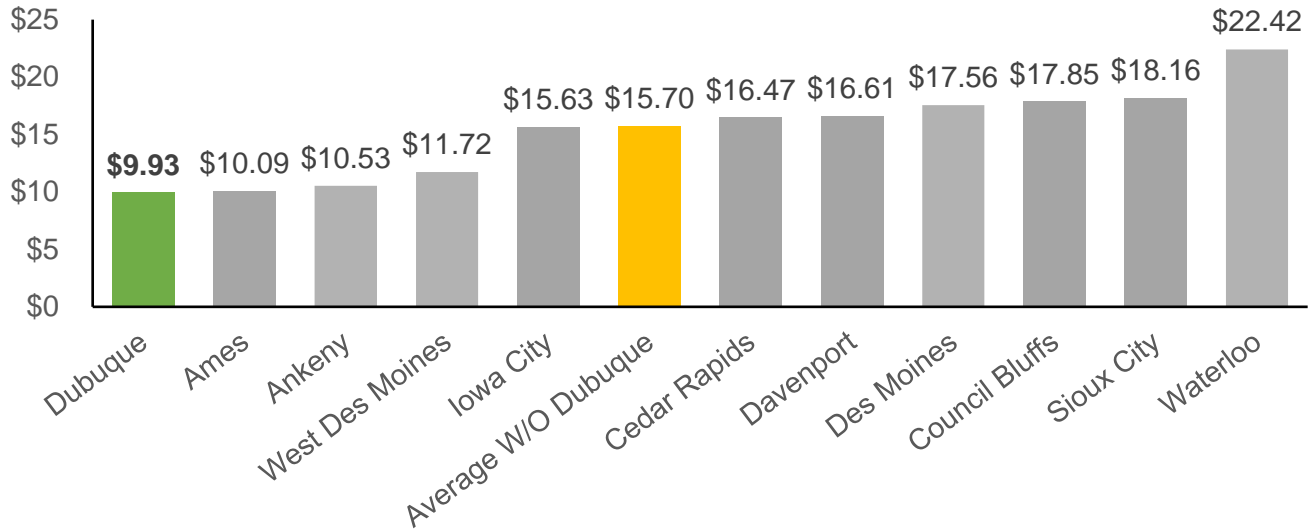
**The amended Fiscal Year 2025 budget recommendation includes a reduction of the recommended stormwater user fee from \$11.50 to \$10.50, which is a 5% (\$0.50) increase from FY2024, the current fiscal year.**

### **Recommendation**

If this amended Fiscal Year 2025 budget recommendation is approved with a property tax rate of \$9.92637, we will have met the Fiscal Year 2025 budget guidelines adopted by the City Council at the March 25, 2024, City Council meeting.

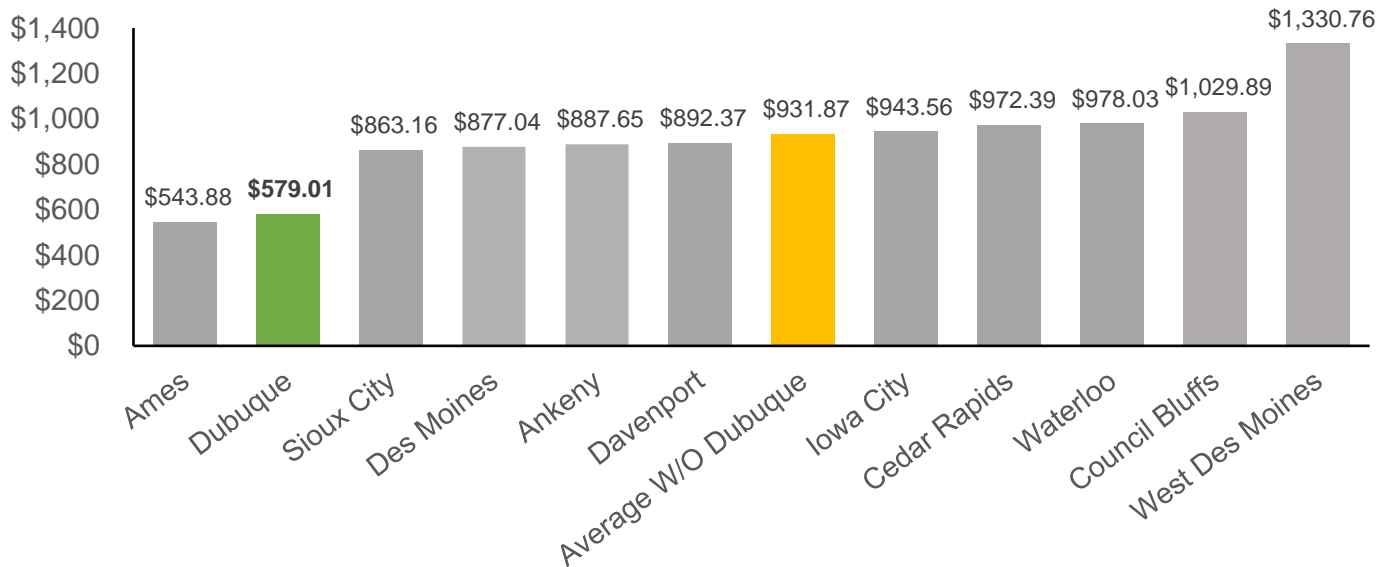
The City Council adopted a guideline of a property tax increase for the average residential property owner of 5.00%. The recommended property tax increase for the average residential property owner is 5.00%.

### Property Tax Rate Comparison Eleven Largest Iowa Cities



Dubuque has the **LOWEST** property tax rate as compared to the eleven largest cities in the state. The highest rate (Waterloo) is 126% higher than Dubuque's rate, and the average is 58% higher than Dubuque's rate. Dubuque's recommended FY 2025 property tax is \$9.9264 (increase of +0.25 from FY 2024).

### Comparison for Eleven Largest Iowa Cities Taxable Value Per Capita



Dubuque is the **SECOND LOWEST** taxes per capita as compared to the eleven largest cities in the state. The highest (West Des Moines) is 130% higher than Dubuque's taxes per capita, and the average is 71% higher than Dubuque.

The Fiscal Year 2025 Amended Budget Recommendation as compared to the adopted Fiscal Year 2024 Budget is as follows:

	Adopted FY24	Amended FY25	\$ Difference	% Difference
Property Tax Rate	\$9.90135	\$9.92638	+\$0.02503	+0.25%
Property Tax Asking	\$26,623,300	\$28,223,481	+\$1,600,181	+6.01%
Taxable Valuation (in Millions)	\$2,684,507	\$2,837,887	+153,380	+5.71%
Average Residential Payment	\$815.07	\$885.82	+\$40.75	+5.00%
Average Commercial Payment	\$3,328.86	\$4,179.49	+\$850.63	+25.55%
Average Industrial Property	\$4,817.26	\$5,004.59	+\$187.33	+3.89%

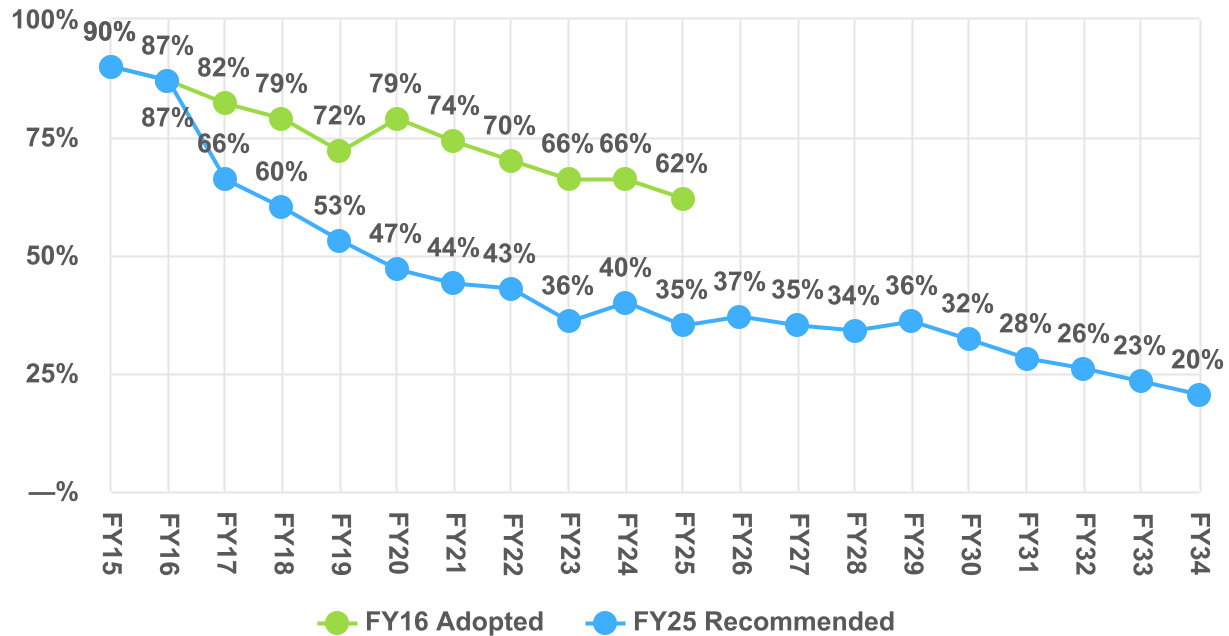
The Fiscal Year 2025 Amended Budget Recommendation has not changed the property tax impact from when first presented to City Council on March 25, 2024.

### **Debt**

The five-year debt schedule has changed from what was originally submitted to City Council because of the stormwater debt reduction with the City receiving an \$8 million Federal Emergency Management - Homeland Security—Community Project Funding/Congressionally Directed Spending Grant. **The State Revolving Loan Fund debt to be issued for the project has been reduced from \$6,547,357 to \$820,000.**

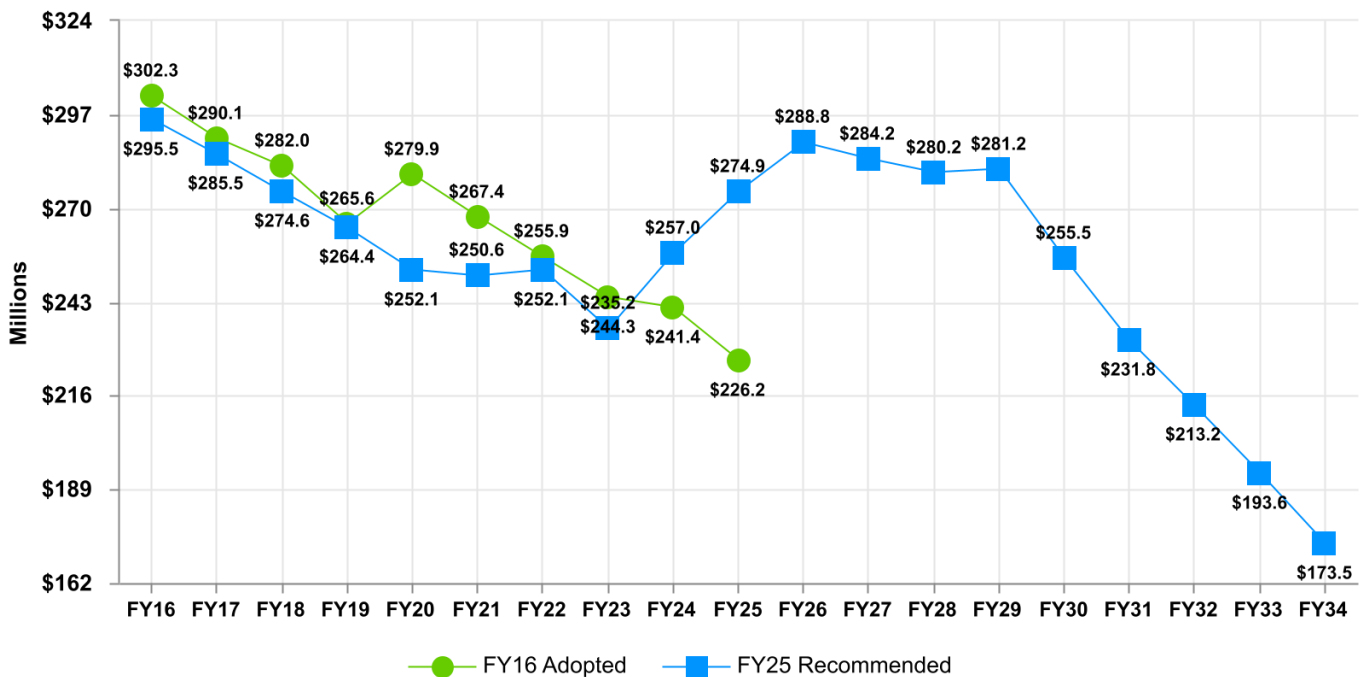
In August 2015, the Mayor and City Council adopted a debt reduction strategy which targeted retiring more debt each year than was issued by the City. The recommended FY 2025 budget will achieve that target in FY 2027, FY 2028, and FY 2029. However, Fiscal Year 2025 and Fiscal Year 2026 will exceed the target due to issuing necessary debt for Five Flags, Water Lead Lines, PFAS, Chaplain Schmitt Island Iowa Amphitheater and other important projects leveraging grants and forgivable State Revolving Fund loans. **You can see that the Mayor and City Council have significantly impacted the City's use of the statutory debt limit established by the State of Iowa. In Fiscal Year 2015, the City of Dubuque used 90% of the statutory debt limit. In this budget recommendation, the Mayor and City Council are currently reviewing for Fiscal Year 2025, the use of the statutory debt limit would be 34.85%, and by the end of the recommended 5-Year Capital Improvement Program (CIP) budget in Fiscal Year 2029, the City of Dubuque would be at 35.65% of the statutory debt limit. The 5-Year CIP includes \$3.285 in FY2025 and \$5.5M in FY2026 for the Chaplain Schmitt Island - Iowa Amphitheater which will be paid by the DRA. Projections out 10 years to Fiscal Year 2034 show the City of Dubuque at 20.47% of the statutory debt limit. This is an improvement on the debt reduction plan adopted in August 2015, that first began implementation in Fiscal Year 2016.**

### Statutory Debt Limit Used (as of June 30th)



By the end of the Recommended 5- Year Capital Improvement Program (CIP) budget, the total amount of debt for the City of Dubuque would be \$281.17 million (35.65% of the statutory debt limit), **which includes \$285,000 in FY2025 and \$5.5M in FY2026 for the Chaplain Schmitt Island - Iowa Amphitheater which will be paid by the DRA. Projections out 10 years to Fiscal Year 2034 show the City of Dubuque at 20.47% of the statutory debt limit, and the projection is to be at \$173.45 million (20.47% of statutory debt limit) within 10 years.**

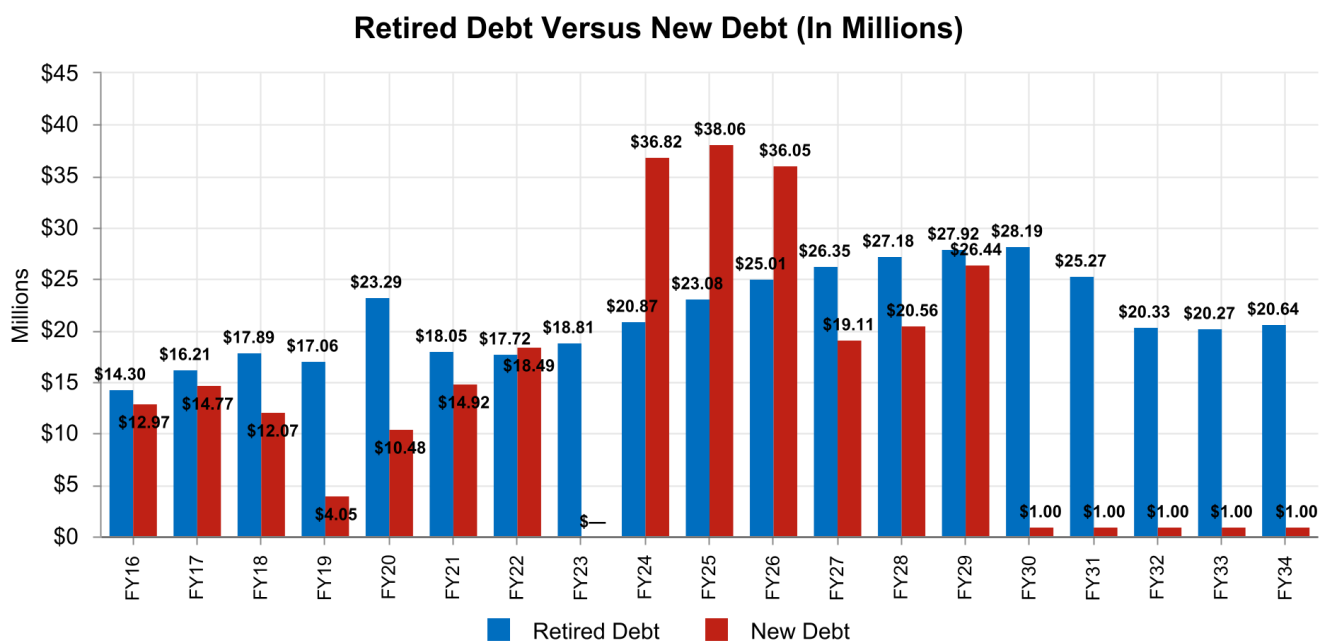
### Total Debt (In Millions)



### Retired Debt Versus New Debt

The total City indebtedness as of June 30, 2024, is projected to be \$254,734,006 (40.67% of statutory debt limit). The total City indebtedness as of June 30, 2015, was \$295,561,181 (69.45% of statutory debt limit). **The City is projected to have \$2,805,882 more in debt as of June 30, 2024. This amount includes \$3 million issued for the Chaplain Schmitt Island - Iowa Amphitheater project which will be paid by the DRA.**

The following chart shows the amount of retired debt as compared to new debt. The new debt includes new debt issuances as well as draw downs on existing state revolving fund loans:



\*In Fiscal Year 2020, the City had \$5,908,200 forgiven of the Bee Branch Upper Bee Branch Loan on June 30, 2020 which increased principal payments reflected.

\*\*In Fiscal Year 2026, it is projected \$2,494,896 of SRF debt will be forgiven as part of the Private Lead Service Line Replacement project

### General Fund Reserves

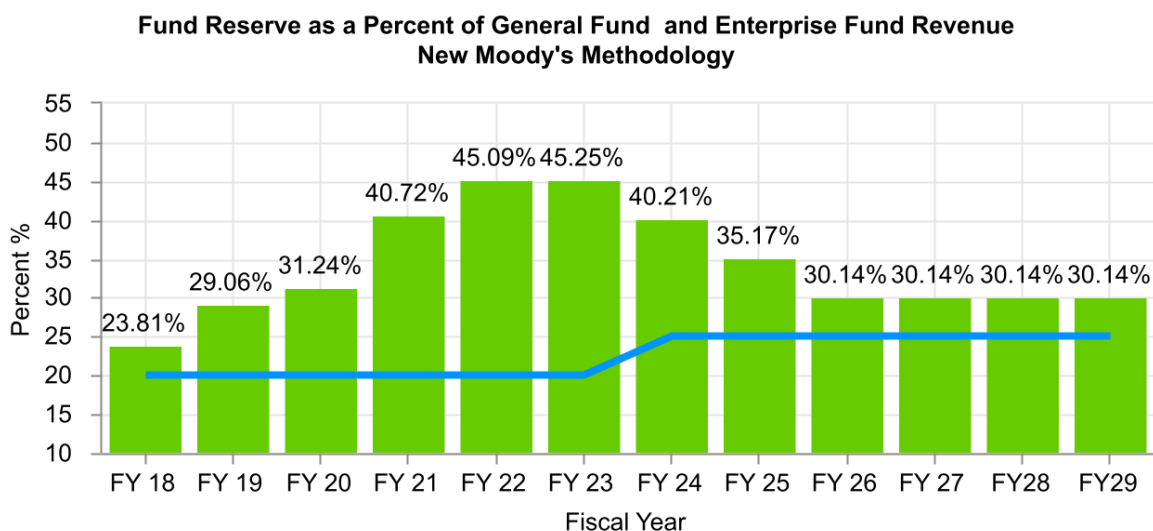
The City maintains a general fund reserve, or working balance, to allow for unforeseen expenses that may occur. Moody's Investor Service recommends a 30% General Fund Operating Reserve for "AA" rated cities.

**In July 2023, Moody's Investor Service upgraded the City's outstanding general obligation bonds from Aa3 to Aa2, as well as the outstanding Sales Tax Increment Revenue bonds from A2 to A1. Notable credit factors include strong financial operations and ample revenue-raising flexibility, which has resulted in steadily improved available fund balance and cash. The City serves as a regional**

**economic center and its regional economic growth rate has outpaced the nation over the past five years.**

In May 2021, Moody's Investor Service upgraded the City's Water Enterprise's outstanding revenue bonds from A1 to A2 and affirmed the Aa3 credit rating on general obligation bonds. Notable credit factors include a sizable tax base, a wealth and income profile that is slightly below similarly rated peers, and increased financial position that will decline in fiscal years 2021 and 2022 and somewhat elevated debt and pension liabilities.

These credit ratings are affirmation of the sound fiscal management of the mayor and city council, put Dubuque in a strong position to capitalize on favorable financial markets, borrow at low interest rate when necessary, and make critical investments in the community.



The City of Dubuque has historically adopted a general fund reserve policy as part of the Fiscal and Budget Policy Guidelines which is adopted each year as part of the budget process. During Fiscal Year 2013, the City adopted a formal Fund Reserve Policy which states the City may continue to add to the General Fund minimum balance of 10% when additional funds are available until 20% of Net General Fund Operating Cost is reached. During Fiscal Year 2024, the General Fund minimum balance was increased to 25%.

After all planned expenditures in FY 2024, the City of Dubuque will have a general fund reserve of 41.97% of general fund revenues as a percent of general fund revenues computed by the accrual basis or 40.21% of general fund, debt service, and enterprise fund revenues as computed by the accrual basis methodology now used by Moody's

Investors Service. The general fund reserve cash balance is projected to be \$46,304,790 on June 30, 2024, as compared to the general fund reserve balance on an accrual basis of \$29,659,518. The general fund reserve balance on an accrual basis exceeds 27% in FY 2024, which is the margin of error used to ensure the City always has a general fund reserve of at least 25% as computed by Moody's Investors Service.

In Fiscal Year 2017, the City had projected reaching this consistent and sustainable 20% reserve level in Fiscal Year 2022. **In fact, the City met the 20% reserve requirement in FY 2017, five years ahead of schedule and has sustained a greater than 20% reserve.**

	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029
Contribution	\$—	\$—	\$—	\$—	\$—	\$—	\$—	\$—
City's Spendable General Fund Cash Reserve Fund Balance	\$41,259,518	\$35,459,518	\$29,659,518	\$23,859,518	\$18,059,518	\$18,059,518	\$18,059,518	\$18,059,518
% of Projected Revenue	49.16%	50.18%	41.97%	33.76%	25.56%	25.56%	25.56%	25.56%

### Recommendation

This recommendation would have the following impact on the different classes of property:

## Comparison of Impact of Proposed Property Tax Rate



Property Classification Breakdown	FY24 Property Tax Payment	FY25 Property Tax Payment	Difference	Number of Properties
Residential*: Avg. value = \$196,508	\$815.07	\$855.82	+\$40.75	—
Commercial: \$150,000 value	\$649.33	\$690.02	+\$40.69	648
Commercial: \$300,000 value	\$1,613.67	\$2,030.08	+\$416.41	265
Commercial: \$450,000 value	\$2,683.02	\$3,370.14	+\$687.12	149
Commercial: Avg. value = \$540,594*	\$3,328.86	\$4,179.41	+\$850.63	66
Industrial: Avg. value = \$632,952	\$4,817.26	\$5,004.59	+\$187.33	—

*\*There are 541 commercial properties over the average value of \$540,594.*

There were seven City Council special meetings held prior to the adoption of the FY 2025 budget before the state-mandated deadline of April 15, 2024. I want to thank Chief Financial Officer Jennifer Larson, Assistant City Manager Cori Burbach, Public Information Officer Randy Gehl, Budget Manager Laura Bendorf, Budget/Financial Analyst Nathan Kelleher, Budget/Financial Analyst Robyn Hosch, Budget/Financial Analyst Joe Link, and Executive Assistant Stephanie Valentine for all their hard work and dedication in preparation of this budget recommendation.

I respectfully recommend Mayor and City Council approval of the amended Fiscal Year 2025 budget recommendation with a property tax rate of \$9.92638, a 0.25% increase from Fiscal Year 2024.

  
Michael C. Van Milligen

MCVM:sv

Attachment

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



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

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

**SUBJECT:** Amended Fiscal Year 2025 Budget Recommendation

**DATE:** April 11, 2024

Chief Financial Officer Jennifer Larson is recommending adoption of the Fiscal Year 2025 City budget.

The Fiscal Year 2025 Budget Recommendation was presented to City Council on March 25, 2024. There have been changes that have resulted in an Amended Fiscal Year 2025 Budget Recommendation.

### **Fiscal Year 2025 Proposed Property Tax Levy**

The City Council approved a maximum property tax levy in FY25 of \$9.92637 and maximum property tax dollars of \$27,530,253 on March 25, 2024. The maximum levy that can be adopted by City Council is \$9.92637.

The Fiscal Year 2025 Budget Recommendation and the Amended Fiscal Year 2025 Budget Recommendation proposes the recommended property tax rate of \$9.92637 or \$27,530,253 in total property tax dollars. This is the same as the original recommendation.

### **Fiscal Year 2025 Amended Budget Recommendation**

The following changes occurred after the Fiscal Year 2025 Budget Recommendation was presented to the Mayor and City Council on March 25, 2024.

### **Road Use Tax Fund**

#### **Public Works Department**

During goal setting sessions in August 2023, City Council identified street maintenance and rehabilitation programming as a top priority for the 2023-2025 policy agenda.

With the conclusion of winter operations, a re-evaluation was conducted to maximize the outcomes of this top-priority. Public Works evaluated current and historical salt inventory, impact to salt partners, creatively adjusting summer project staffing, and reviewing nonannual revenues.

I am now recommending that the Public Works Asphalt Overlay Program for calendar year 2024 be increased from the originally recommended 5 miles to a total of 8 miles. There is no impact on the property tax rate.

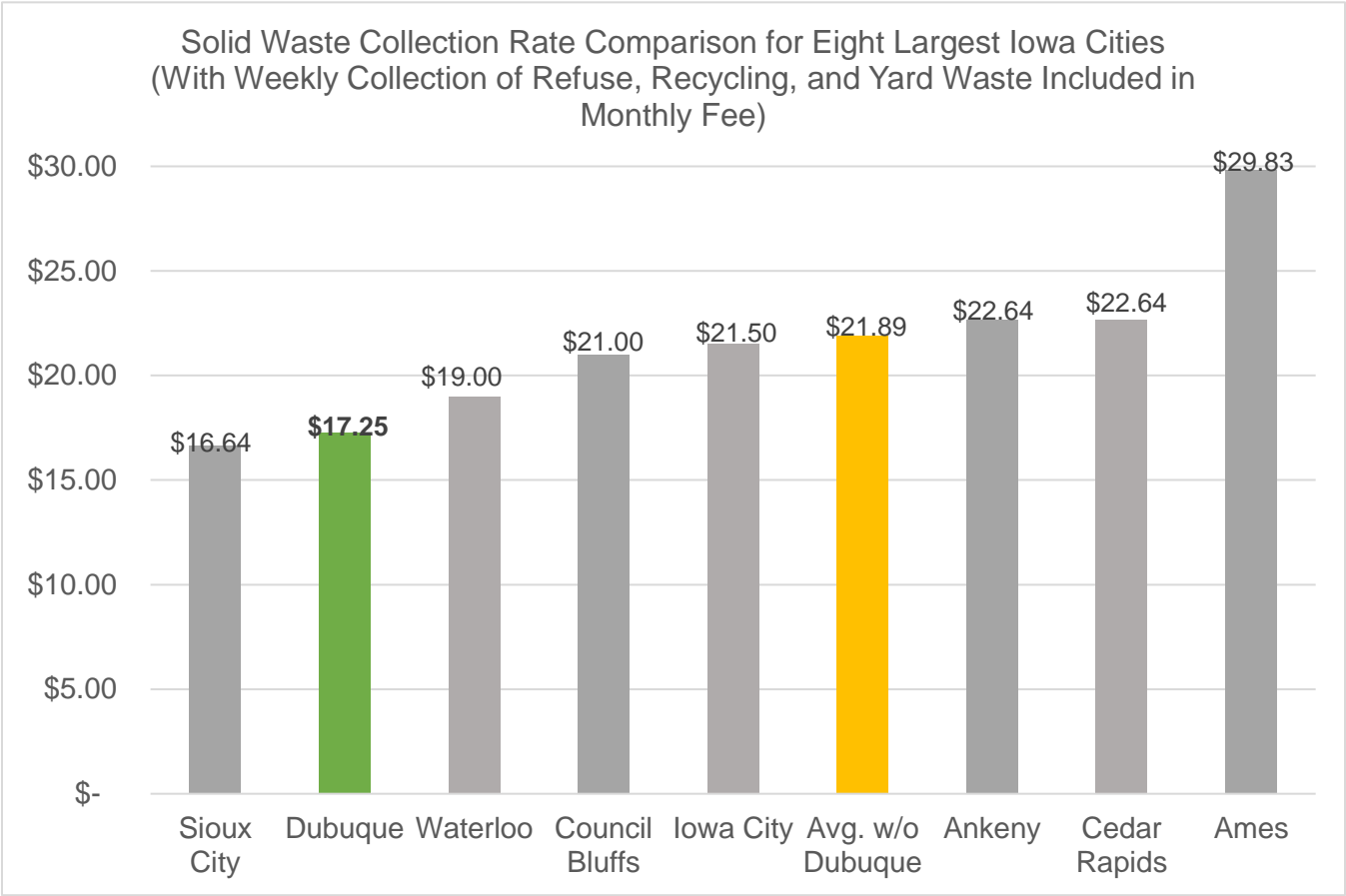
**Police Department**

During the Fiscal Year 2025 budget process, an improvement package to conduct a building and space study was requested for a non-recurring cost of \$50,000. This improvement package was not recommended as it was not available in the budget at that time. With the numerous vacancies in the Police Department a source of funds has been identified for this one-time expense. There is no impact on the property tax rate.

**Enterprise Funds**

**Solid Waste Collection**

The Fiscal Year 2025 Budget Recommendation includes an 8.97% increase in the refuse fee. This is the same as the original recommendation.

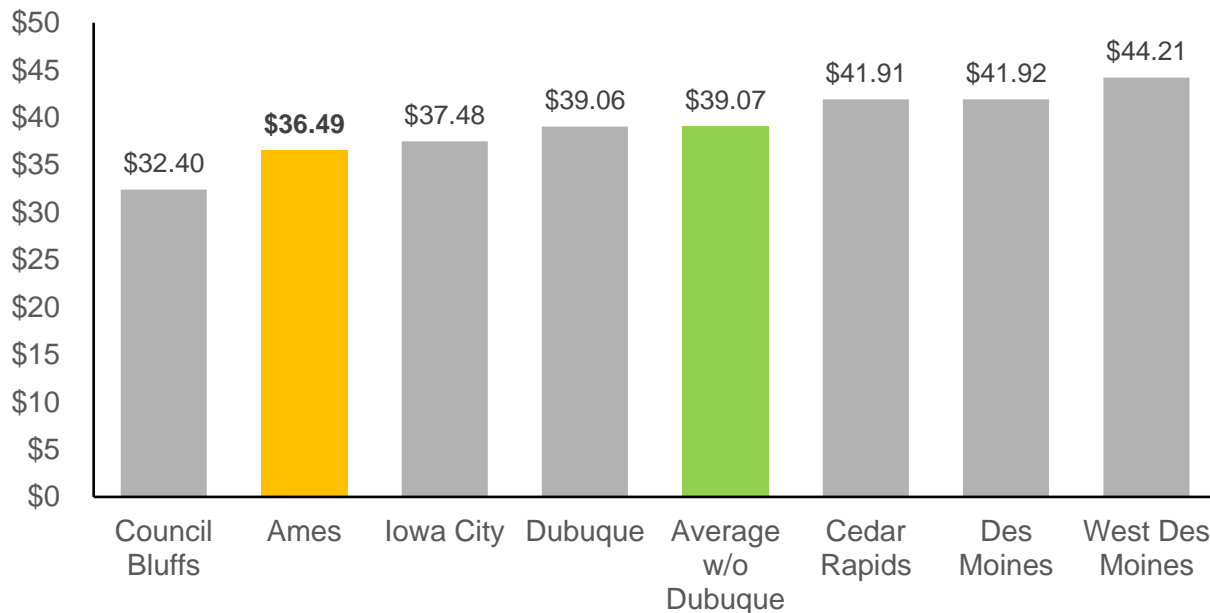


The highest rate (Ames) is 73% higher than Dubuque’s rate, and the average is 27% higher than Dubuque.

## Water

The Fiscal Year 2025 Budget Recommendation includes a 12.00% increase in the water user fee. This is the same as the original recommendation.

Water Rate Comparison  
Seven Largest Iowa Cities  
With Water Softening

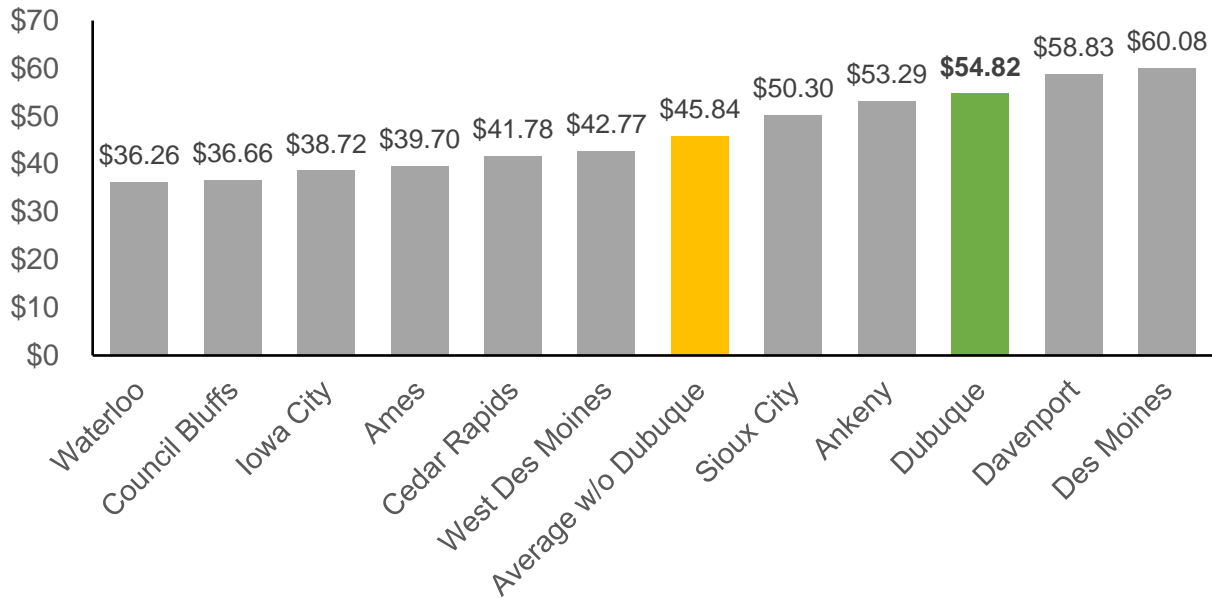


Dubuque's water is some of the best in the world! The highest rate (West Des Moines) is 13% higher than Dubuque's rate, and the average is 0.02% higher than Dubuque.

## Sanitary Sewer

The Fiscal Year 2025 Budget Recommendation includes a 9.00% increase in the sanitary sewer user fee. This is the same as the original recommendation.

## Sanitary Sewer Rate Comparison Eleven Largest Cities in Iowa



The highest rate (Des Moines) is 7% higher than Dubuque's rate, and the average is 16% lower than Dubuque.

### Stormwater

The Fiscal Year 2025 Budget Recommendation included a 15% increase in the stormwater user fee from \$10.00 to \$11.50. **This revised budget recommendation reduces the increase in the stormwater user fee to a 5% increase, from \$10.00 to \$10.50. An additional \$8 million Federal Emergency Management - Homeland Security—Community Project Funding/Congressionally Directed Spending Grant has been received for the Bee Branch Gate & Pump Replacement project, increasing the grant total to \$28.2 million for the project. In addition, in Fiscal Year 2025, Dubuque Racing Association Distribution funds are being redirected from the Bee Branch Gate & Pump Replacement project to pay debt service of existing stormwater general obligation bonds in the amount of \$385,747. The State Revolving Loan Fund debt to be issued for the project has been reduced from \$6,547,357 to \$820,000.**

## Stormwater Rate Comparison Ten Largest Cities in Iowa



The highest rate (Des Moines) is 67% higher than Dubuque's rate, and the average is 33% lower than Dubuque.

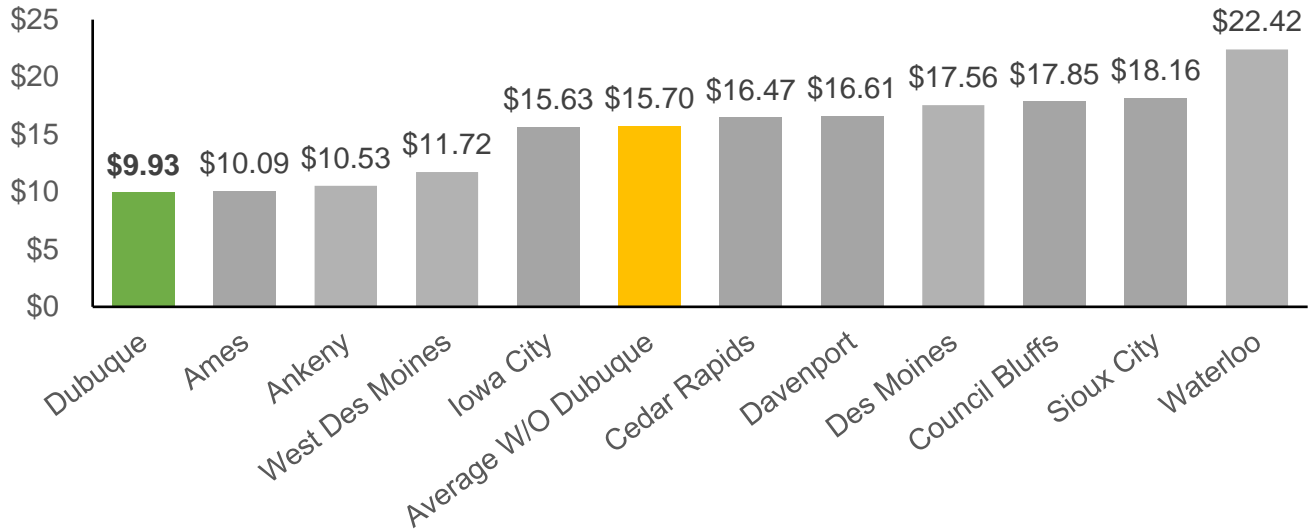
**The amended Fiscal Year 2025 budget recommendation includes a reduction of the recommended stormwater user fee from \$11.50 to \$10.50, which is a 5% (\$0.50) increase from FY2024, the current fiscal year.**

### **Recommendation**

If this amended Fiscal Year 2025 budget recommendation is approved with a property tax rate of \$9.92637, we will have met the Fiscal Year 2025 budget guidelines adopted by the City Council at the March 25, 2024, City Council meeting.

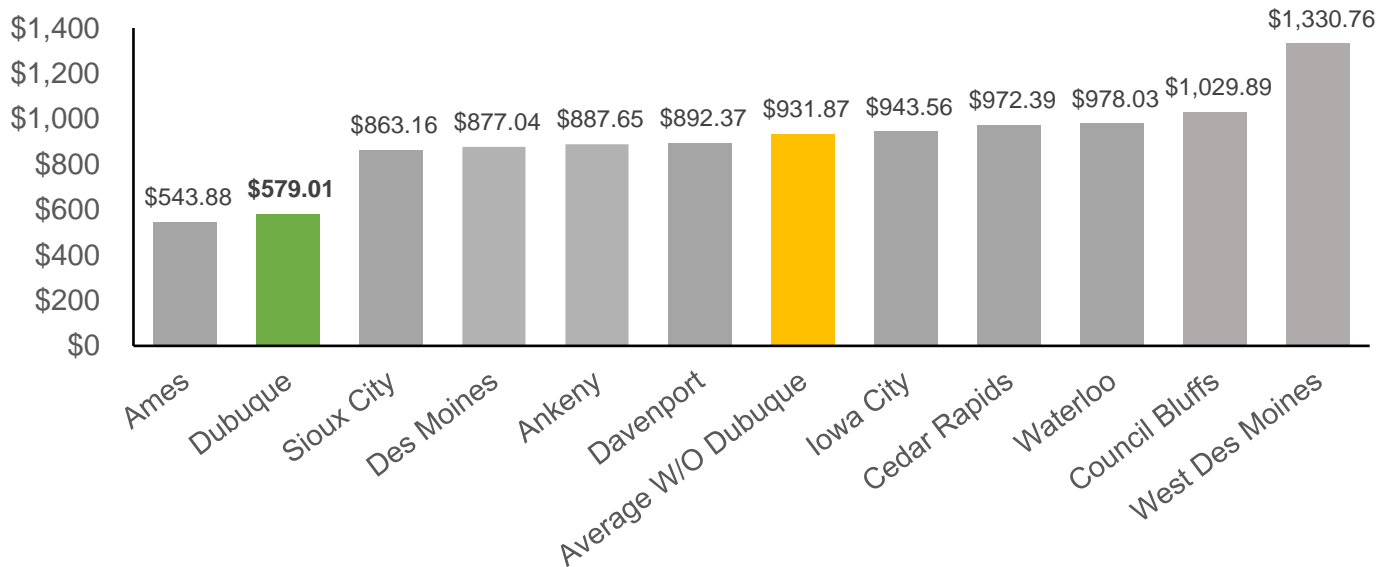
The City Council adopted a guideline of a property tax increase for the average residential property owner of 5.00%. The recommended property tax increase for the average residential property owner is 5.00%.

### Property Tax Rate Comparison Eleven Largest Iowa Cities



Dubuque has the **LOWEST** property tax rate as compared to the eleven largest cities in the state. The highest rate (Waterloo) is 126% higher than Dubuque's rate, and the average is 58% higher than Dubuque's rate. Dubuque's recommended FY 2025 property tax is \$9.9264 (increase of +0.25 from FY 2024).

### Comparison for Eleven Largest Iowa Cities Taxable Value Per Capita



Dubuque is the **SECOND LOWEST** taxes per capita as compared to the eleven largest cities in the state. The highest (West Des Moines) is 130% higher than Dubuque's taxes per capita, and the average is 71% higher than Dubuque.

The Fiscal Year 2025 Amended Budget Recommendation as compared to the adopted Fiscal Year 2024 Budget is as follows:

	Adopted FY24	Amended FY25	\$ Difference	% Difference
Property Tax Rate	\$9.90135	\$9.92638	+\$0.02503	+0.25%
Property Tax Asking	\$26,623,300	\$28,223,481	+\$1,600,181	+6.01%
Taxable Valuation (in Millions)	\$2,684,507	\$2,837,887	+153,380	+5.71%
Average Residential Payment	\$815.07	\$885.82	+\$40.75	+5.00%
Average Commercial Payment	\$3,328.86	\$4,179.49	+\$850.63	+25.55%
Average Industrial Property	\$4,817.26	\$5,004.59	+\$187.33	+3.89%

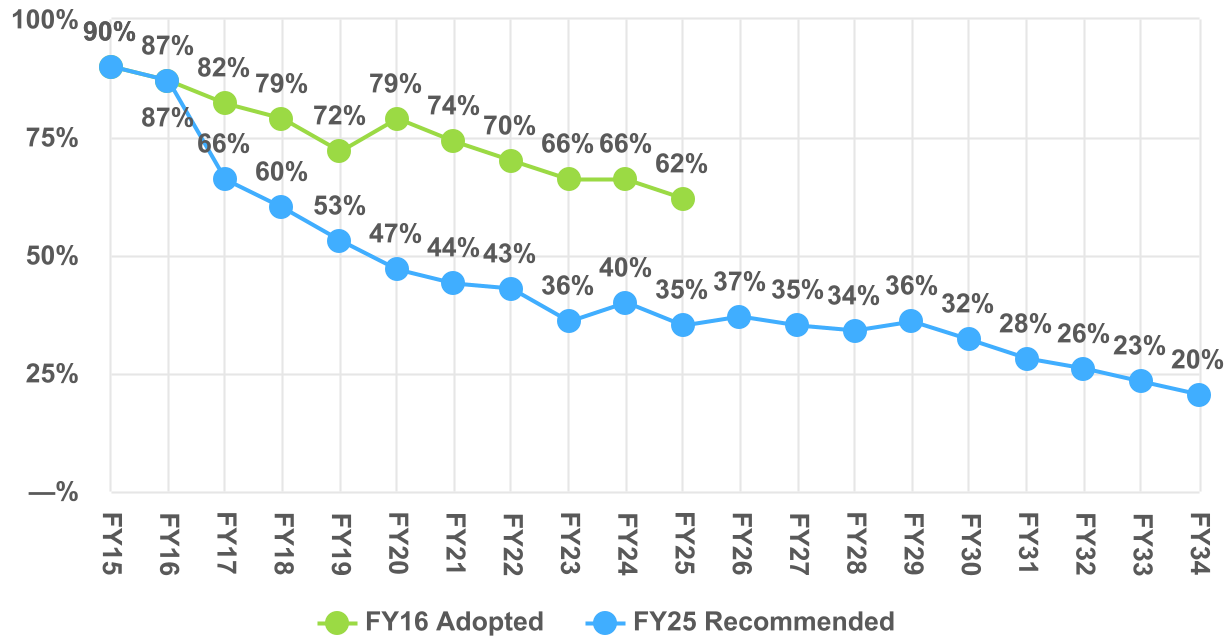
The Fiscal Year 2025 Amended Budget Recommendation has not changed the property tax impact from when first presented to City Council on March 25, 2024.

### **Debt**

The five-year debt schedule has changed from what was originally submitted to City Council because of the stormwater debt reduction with the City receiving an \$8 million Federal Emergency Management - Homeland Security—Community Project Funding/Congressionally Directed Spending Grant. **The State Revolving Loan Fund debt to be issued for the project has been reduced from \$6,547,357 to \$820,000.**

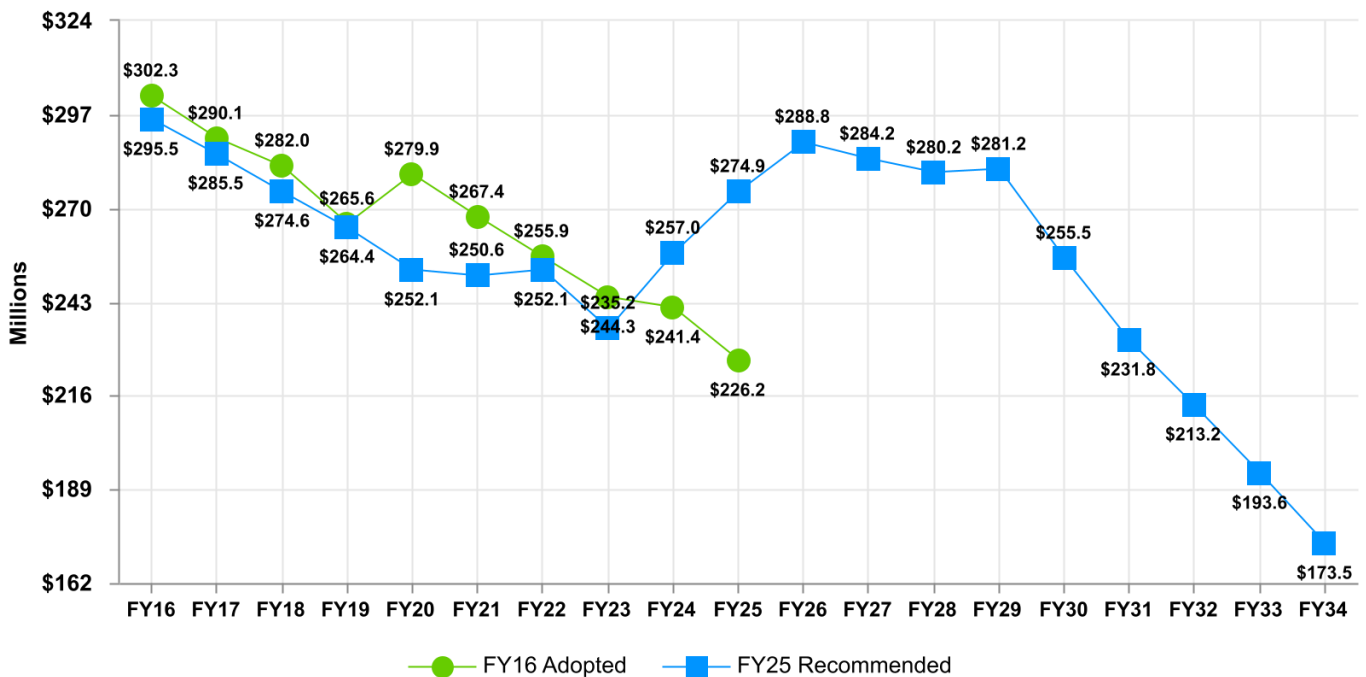
In August 2015, the Mayor and City Council adopted a debt reduction strategy which targeted retiring more debt each year than was issued by the City. The recommended FY 2025 budget will achieve that target in FY 2027, FY 2028, and FY 2029. However, Fiscal Year 2025 and Fiscal Year 2026 will exceed the target due to issuing necessary debt for Five Flags, Water Lead Lines, PFAS, Chaplain Schmitt Island Iowa Amphitheater and other important projects leveraging grants and forgivable State Revolving Fund loans. **You can see that the Mayor and City Council have significantly impacted the City's use of the statutory debt limit established by the State of Iowa. In Fiscal Year 2015, the City of Dubuque used 90% of the statutory debt limit. In this budget recommendation, the Mayor and City Council are currently reviewing for Fiscal Year 2025, the use of the statutory debt limit would be 34.85%, and by the end of the recommended 5-Year Capital Improvement Program (CIP) budget in Fiscal Year 2029, the City of Dubuque would be at 35.65% of the statutory debt limit. The 5-Year CIP includes \$3.285 in FY2025 and \$5.5M in FY2026 for the Chaplain Schmitt Island - Iowa Amphitheater which will be paid by the DRA. Projections out 10 years to Fiscal Year 2034 show the City of Dubuque at 20.47% of the statutory debt limit.** This is an improvement on the debt reduction plan adopted in August 2015, that first began implementation in Fiscal Year 2016.

### Statutory Debt Limit Used (as of June 30th)



By the end of the Recommended 5- Year Capital Improvement Program (CIP) budget, the total amount of debt for the City of Dubuque would be \$281.17 million (35.65% of the statutory debt limit), **which includes \$285,000 in FY2025 and \$5.5M in FY2026 for the Chaplain Schmitt Island - Iowa Amphitheater which will be paid by the DRA. Projections out 10 years to Fiscal Year 2034 show the City of Dubuque at 20.47% of the statutory debt limit, and the projection is to be at \$173.45 million (20.47% of statutory debt limit) within 10 years.**

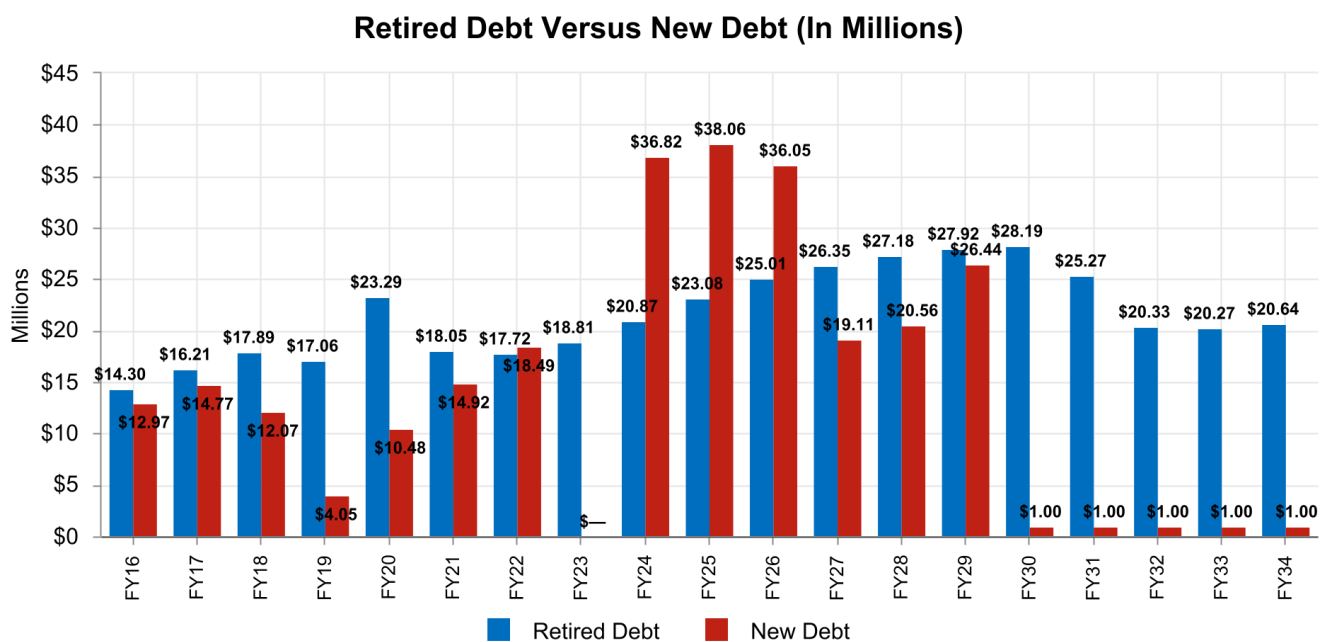
### Total Debt (In Millions)



### Retired Debt Versus New Debt

The total City indebtedness as of June 30, 2024, is projected to be \$254,734,006 (40.67% of statutory debt limit). The total City indebtedness as of June 30, 2015, was \$295,561,181 (69.45% of statutory debt limit). **The City is projected to have \$2,805,882 more in debt as of June 30, 2024. This amount includes \$3 million issued for the Chaplain Schmitt Island - Iowa Amphitheater project which will be paid by the DRA.**

The following chart shows the amount of retired debt as compared to new debt. The new debt includes new debt issuances as well as draw downs on existing state revolving fund loans:



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### General Fund Reserves

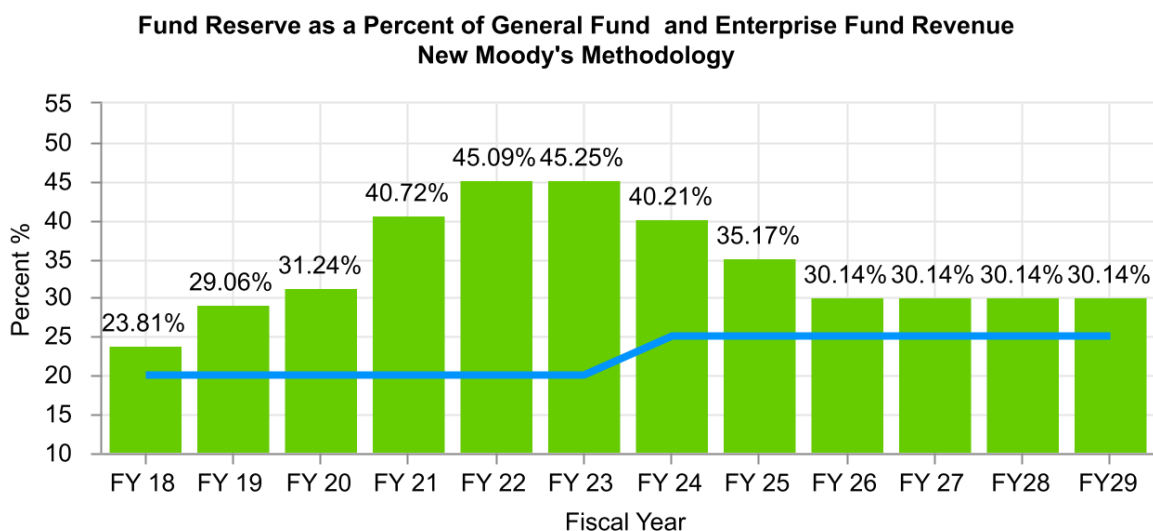
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The City of Dubuque has historically adopted a general fund reserve policy as part of the Fiscal and Budget Policy Guidelines which is adopted each year as part of the budget process. During Fiscal Year 2013, the City adopted a formal Fund Reserve Policy which states the City may continue to add to the General Fund minimum balance of 10% when additional funds are available until 20% of Net General Fund Operating Cost is reached. During Fiscal Year 2024, the General Fund minimum balance was increased to 25%.

After all planned expenditures in FY 2024, the City of Dubuque will have a general fund reserve of 41.97% of general fund revenues as a percent of general fund revenues computed by the accrual basis or 40.21% of general fund, debt service, and enterprise fund revenues as computed by the accrual basis methodology now used by Moody's

Investors Service. The general fund reserve cash balance is projected to be \$46,304,790 on June 30, 2024, as compared to the general fund reserve balance on an accrual basis of \$29,659,518. The general fund reserve balance on an accrual basis exceeds 27% in FY 2024, which is the margin of error used to ensure the City always has a general fund reserve of at least 25% as computed by Moody's Investors Service.

In Fiscal Year 2017, the City had projected reaching this consistent and sustainable 20% reserve level in Fiscal Year 2022. **In fact, the City met the 20% reserve requirement in FY 2017, five years ahead of schedule and has sustained a greater than 20% reserve.**

	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029
Contribution	\$—	\$—	\$—	\$—	\$—	\$—	\$—	\$—
City's Spendable General Fund Cash Reserve Fund Balance	\$41,259,518	\$35,459,518	\$29,659,518	\$23,859,518	\$18,059,518	\$18,059,518	\$18,059,518	\$18,059,518
% of Projected Revenue	49.16%	50.18%	41.97%	33.76%	25.56%	25.56%	25.56%	25.56%

### Recommendation

This recommendation would have the following impact on the different classes of property:

## Comparison of Impact of Proposed Property Tax Rate



Property Classification Breakdown	FY24 Property Tax Payment	FY25 Property Tax Payment	Difference	Number of Properties
Residential*: Avg. value = \$196,508	\$815.07	\$855.82	+\$40.75	—
Commercial: \$150,000 value	\$649.33	\$690.02	+\$40.69	648
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*\*There are 541 commercial properties over the average value of \$540,594.*

There were seven City Council special meetings held prior to the adoption of the FY 2025 budget before the state-mandated deadline of April 15, 2024. I want to thank Chief Financial Officer Jennifer Larson, Assistant City Manager Cori Burbach, Public Information Officer Randy Gehl, Budget Manager Laura Bendorf, Budget/Financial Analyst Nathan Kelleher, Budget/Financial Analyst Robyn Hosch, Budget/Financial Analyst Joe Link, and Executive Assistant Stephanie Valentine for all their hard work and dedication in preparation of this budget recommendation.

I respectfully recommend Mayor and City Council approval of the amended Fiscal Year 2025 budget recommendation with a property tax rate of \$9.92638, a 0.25% increase from Fiscal Year 2024.

  
Michael C. Van Milligen

MCVM:sv

Attachment

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



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

**FROM:** Jennifer Larson, Chief Financial Officer

**SUBJECT:** Amended Fiscal Year 2025 Budget Recommendation

**DATE:** April 11, 2024

The Fiscal Year 2025 Budget Recommendation was presented to City Council on March 25, 2024. There have been changes that have resulted in an Amended Fiscal Year 2025 Budget Recommendation.

### **Fiscal Year 2025 Proposed Property Tax Levy**

The City Council approved a maximum property tax levy in FY25 of \$9.92637 and maximum property tax dollars of \$27,530,253 on March 25, 2024. The maximum levy that can be adopted by City Council is \$9.92637.

The Fiscal Year 2025 Budget Recommendation and the Amended Fiscal Year 2025 Budget Recommendation proposes the recommended property tax rate of \$9.92637 or \$27,530,253 in total property tax dollars.

### **Fiscal Year 2025 Amended Budget Recommendation**

The following changes occurred after the Fiscal Year 2025 Budget Recommendation was presented to the Mayor and City Council on March 25, 2024.

### **Road Use Tax Fund**

#### **Public Works Department**

During goal setting sessions in August 2023, City Council identified street maintenance and rehabilitation programming as a top priority for the 2023-2025 policy agenda.

With the conclusion of winter operations, a re-evaluation was conducted to maximize the outcomes of this top-priority. Public Works evaluated current and historical salt inventory, impact to salt partners, creatively adjusting summer project staffing, and reviewing nonannual revenues (Attachment I). The following adjustments are recommended:

1. Decrease FY 2025 road deicer salt budget from 5,000 tons to 1,500 tons.
  - a. 2023-2024 winter operations utilized less salt this year than the past. There are currently 8,334 tons at the Purina Drive Fabric Salt Depot.
  - b. Reduction in FY25 Road Use Tax expense of \$273,874.

2. Increase in Fiscal Year 2024 revenues related to two Federal Emergency Management Agency (FEMA) events totaling \$119,549.
  - a. FY24 Reimbursement for COVID-19 event revenue increase \$18,000.
  - b. FY24 Reimbursement for 2023 Flood event revenue Increase \$101,637.
3. Increase the Fiscal Year 2025 five-mile Asphalt Overlay Program to an eight-mile Asphalt Overlay Program. FY25 Operating Budget increase of \$396,783.
  - a. FY25 Tac oil expense increased \$6,300.
  - b. FY25 Hot mix asphalt (HMA) expense increased \$345,870.
  - c. FY25 Outsourced expense increased \$17,313.
  - d. FY25 Manhole ring & lid components expense increased \$27,300.
4. Increase the Fiscal Year 2025 five-mile Asphalt Overlay Program related ADA curb ramp replacement from five-mile Asphalt Overlay Program to eight-mile Asphalt Overlay Program. No FY25 Capital Improvement Budget impact.
  - a. No impact to FY2025 expenses due to reallocation of staffing to complete the additional mileage internally.
  - b. Concrete for this project will come from non-street related concrete projects staff will be reallocated from this summer.
5. Recommending approval of improvement package five to purchase street assessment software, \$17,000 non-recurring and \$3,500 recurring funded by Road Use Tax Funds.
  - a. This will allow a comprehensive analysis of the type of pavement as well as pavement condition index (PCI). Historically staff have completed subjective PCIs and formulated the Asphalt Overlay Program from that listing. This software identifies defect types and street types which would determine streets for the Asphalt Overlay Program.
6. Decrease Fiscal Year 2025 Concrete Section Repair Capital Improvement Project.
  - a. FY25 Concrete Section Repair expense decreased \$10,000.
  - b. The concrete section repair capital budget does not impact internal work completed by Public Works employees.

**The amended Fiscal Year 2025 budget recommendation includes an increase of \$116,049 in non-recurring Road Use Tax Expense and \$3,500 in recurring Road Use Tax Expense.**

Unbudgeted Fiscal Year 2024 Federal Emergency Management Agency revenue totaling \$119,637 is recommended to fund the amended Fiscal Year 2025 Road Use Tax non-recurring and recurring expense of \$119,549. The recurring expense of \$3,500 will need to be budgeted in future years.

### **Police Department**

During the Fiscal Year 2025 budget process, an improvement package to conduct a building and space study was requested for a non-recurring cost of \$50,000. This improvement package was not recommended as it was not available in the budget at that time (Attachment II).

Historically, 100% of a budget is not spent by the end of the fiscal year and a small, unencumbered balance remains on June 30th. In addition, income sometimes exceeds revenue estimates or there are cost savings resulting in some unanticipated balances at the end of the year. These amounts of unobligated, year-end balances are "carried over" into the new fiscal year to help finance it. The carryover General Fund balance is generally used to help finance the next

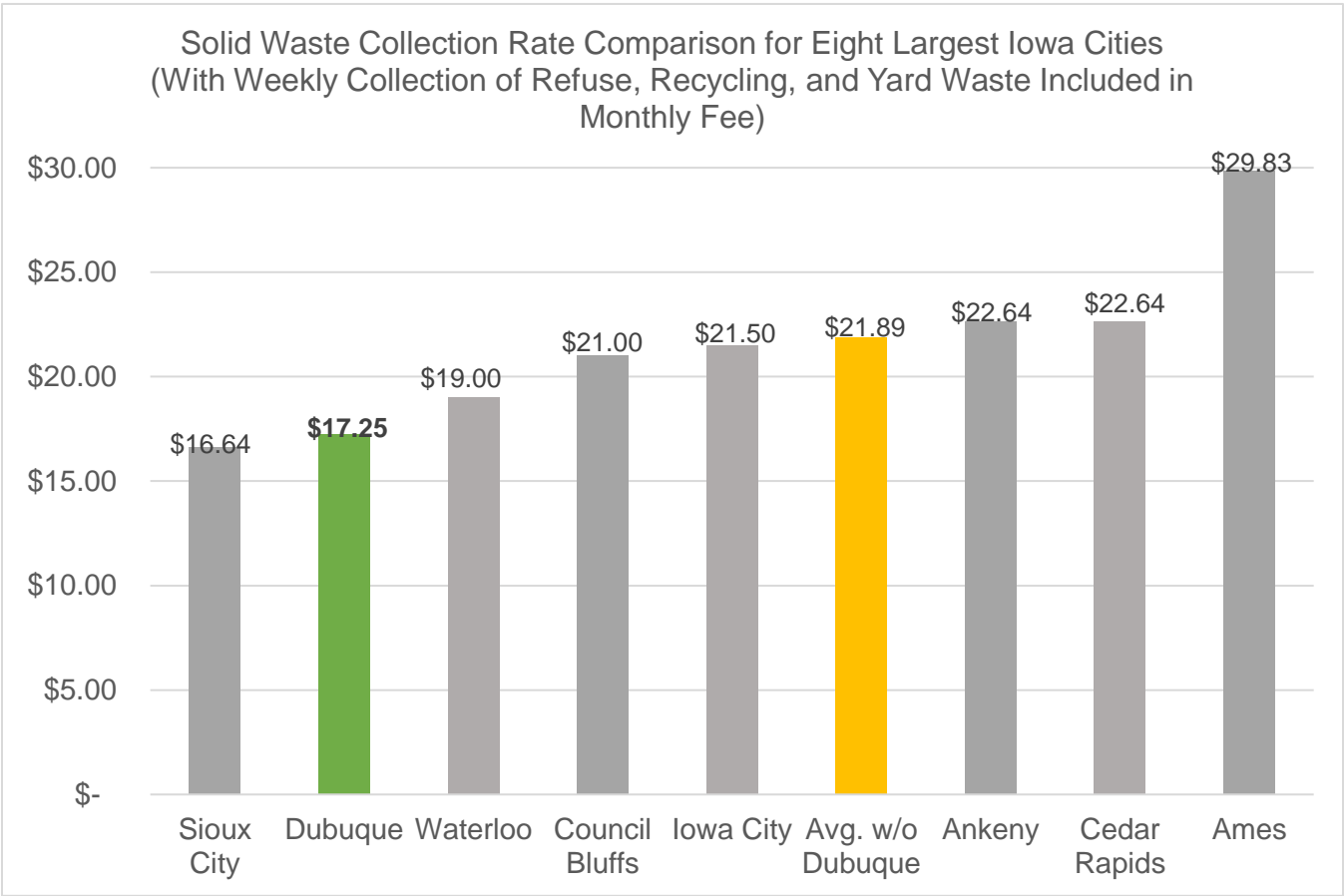
fiscal year budget and reduce the demand for increased taxation. The available carryover General Fund balance that has normally been budgeted is \$200,000. Due to the continued vacancies in the Police Department, the available carryover General Fund balance is recommended to be increased to \$250,000 in Fiscal Year 2025.

**The amended Fiscal Year 2025 budget recommendation includes the non-recurring cost of \$50,000 for the Police Space Study. There is no impact to the property tax rate due to available carryover General Fund balance recommended to fund this request.**

### Enterprise Funds

#### Solid Waste Collection

The Fiscal Year 2025 Budget Recommendation includes an 8.97% increase in the refuse fee.



The highest rate (Ames) is 73% higher than Dubuque’s rate, and the average is 27% higher than Dubuque.

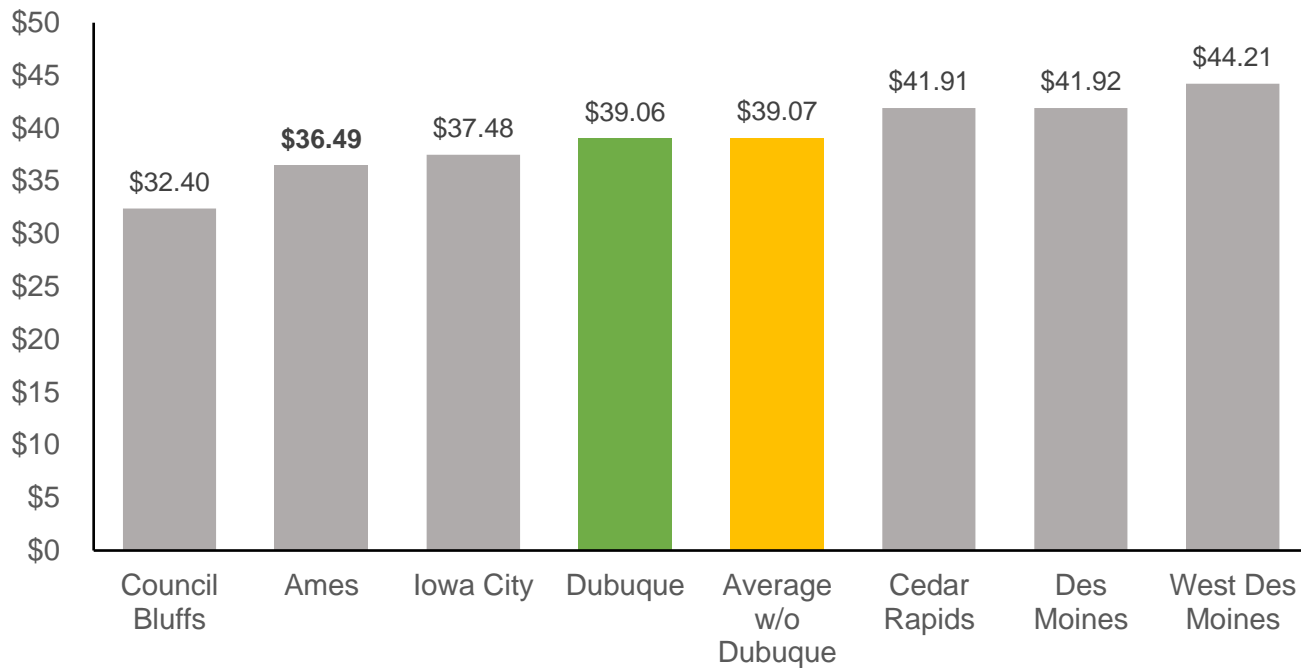
The projected Refuse rate increases from Fiscal Year 2025 through Fiscal Year 2029 are as follows:

FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
8.97%	8.99%	8.99%	8.98%	6.00%

## Water

The Fiscal Year 2025 Budget Recommendation includes a 12.00% increase in the water user fee.

Water Rate Comparison  
Seven Largest Iowa Cities  
With Water Softening



Dubuque's water is some of the best in the world! The highest rate (West Des Moines) is 13% higher than Dubuque's rate, and the average is 0.02% higher than Dubuque.

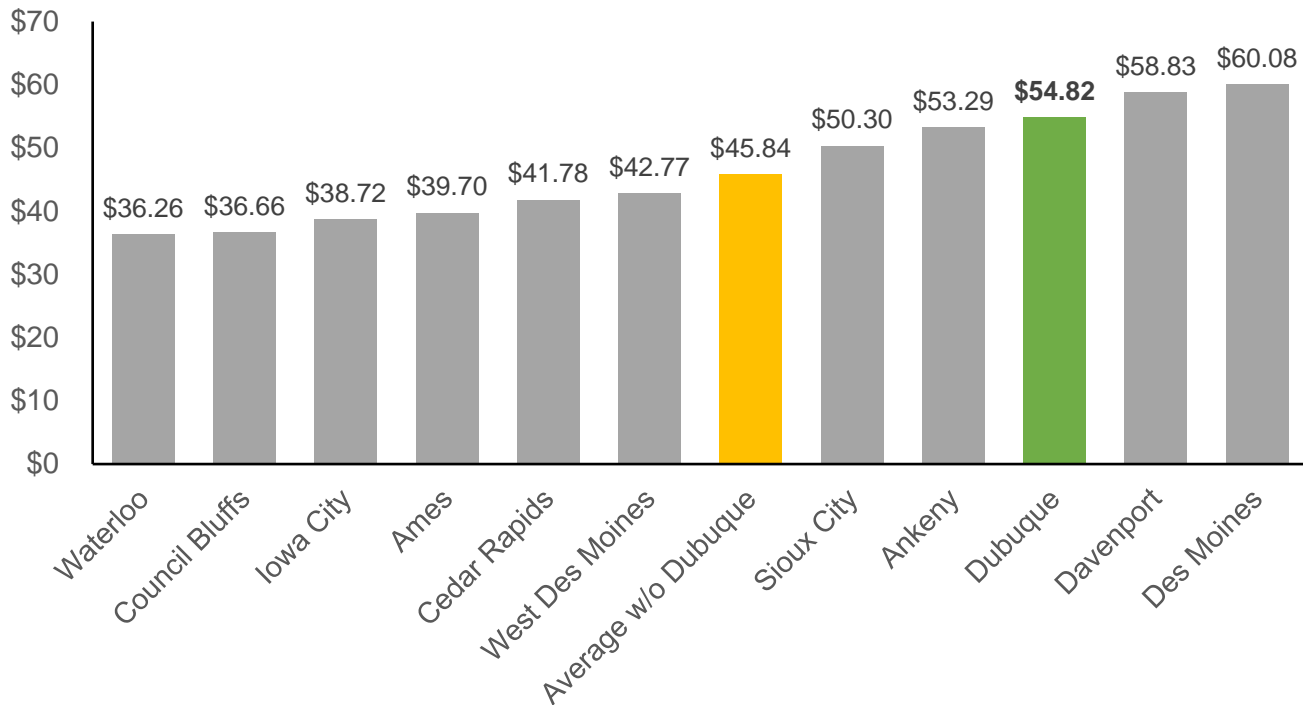
The projected Water rate increases from Fiscal Year 2025 through Fiscal Year 2029 are as follows:

FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
12.00%	7.50%	5.00%	5.00%	3.00%

## Sanitary Sewer

The Fiscal Year 2025 Budget Recommendation includes a 9.00% increase in the sanitary sewer user fee.

Sanitary Sewer Rate Comparison  
Eleven Largest Cities in Iowa



The highest rate (Des Moines) is 7% higher than Dubuque's rate, and the average is 16% lower than Dubuque.

The projected Sanitary Sewer rate increases from Fiscal Year 2025 through Fiscal Year 2029 are as follows:

FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
9.00%	8.50%	8.50%	8.00%	8.00%

## Stormwater

The Fiscal Year 2025 Budget Recommendation included a 15% increase in the stormwater user fee. **This revised budget recommendation reduces the increase in the stormwater user fee to a 5% increase. An additional \$8 million Federal Emergency Management - Homeland Security—Community Project Funding/Congressionally Directed Spending Grant has been received for the Bee Branch Gate & Pump Replacement project, increasing the grant total to \$28.2 million for the project. In addition, in Fiscal Year 2025, Dubuque Racing Association Distribution funds are being redirected from the Bee Branch Gate & Pump Replacement project to pay debt service of existing stormwater general obligation bonds in the amount of \$385,747. The State Revolving Loan Fund debt to be issued for the project has been reduced from \$6,547,357 to \$820,000.**

## Stormwater Rate Comparison Ten Largest Cities in Iowa



The highest rate (Des Moines) is 67% higher than Dubuque's rate, and the average is 33% lower than Dubuque.

The projected Stormwater rate increases from Fiscal Year 2025 through Fiscal Year 2029 are as follows:

FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
5.00%	10.00%	8.00%	4.25%	3.00%

**The amended Fiscal Year 2025 budget recommendation includes a reduction of the recommended stormwater user fee from \$11.50 to \$10.50.**

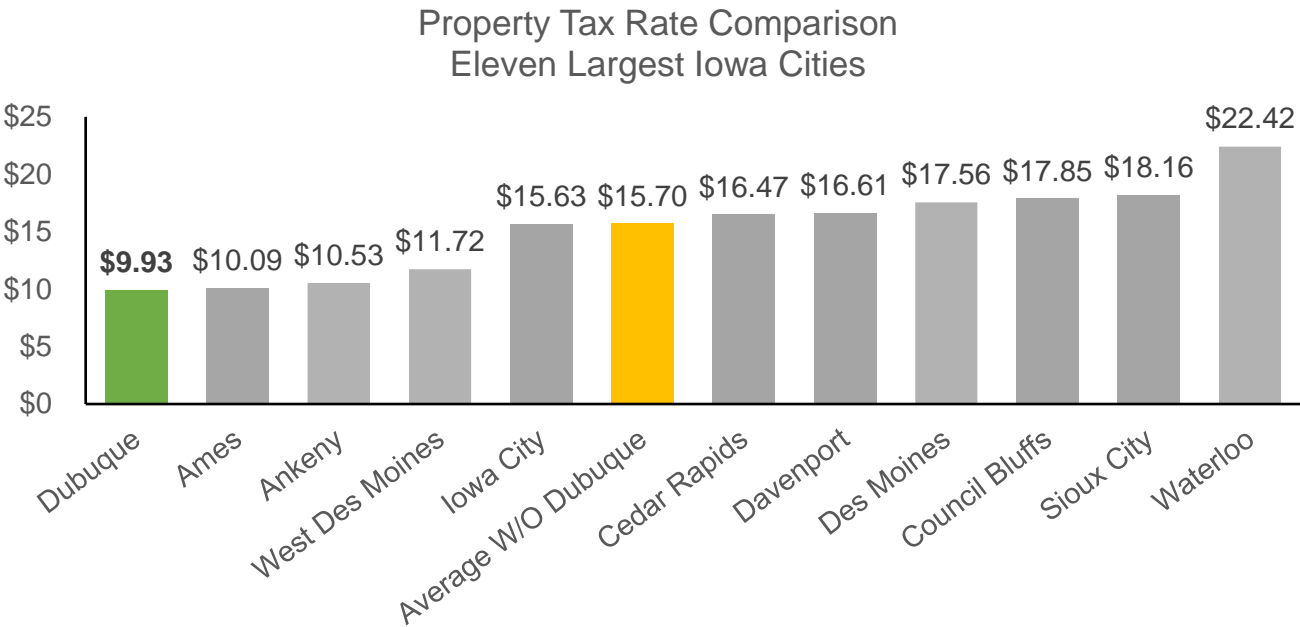
### **Recommendation**

If this amended Fiscal Year 2025 budget recommendation is approved with a property tax rate of \$9.92637, we will have met the Fiscal Year 2025 budget guidelines adopted by the City Council at the March 25, 2024 City Council meeting.

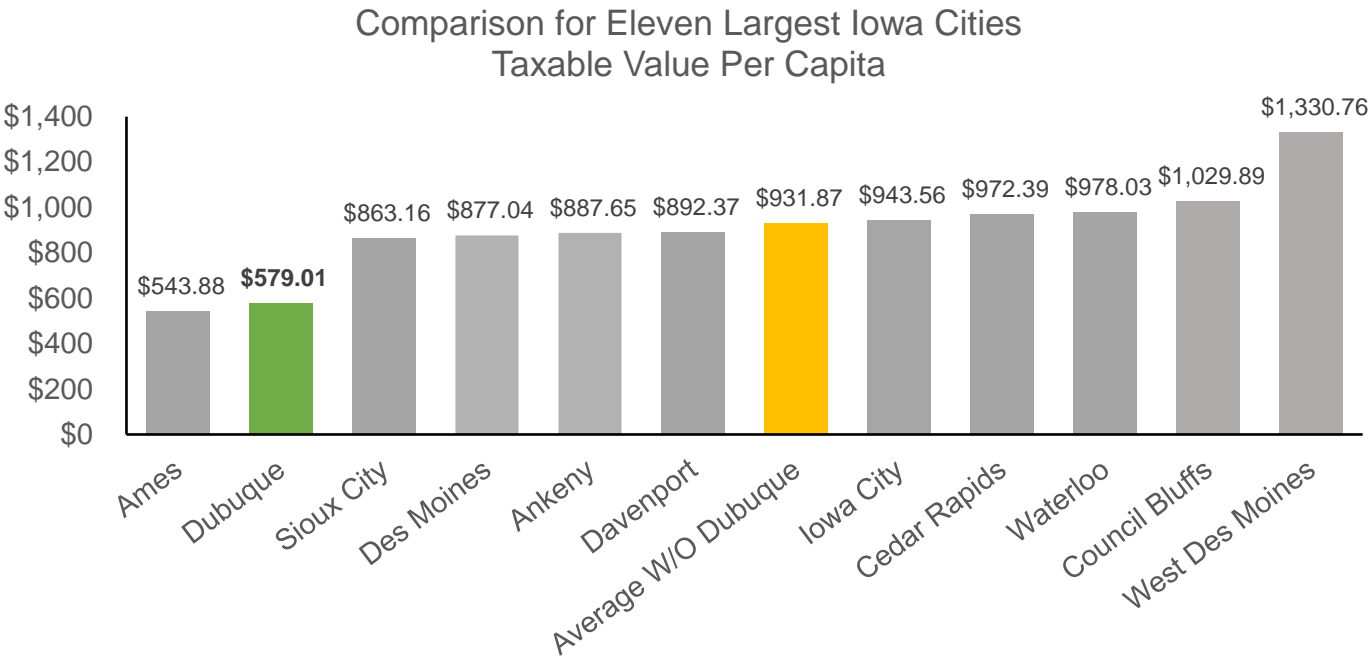
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The City Council adopted a guideline of a property tax increase for the average industrial property of 3.89%. The recommended property tax increase for the average industrial property owner is 3.89%.



Dubuque has the **LOWEST** property tax rate as compared to the eleven largest cities in the state. The highest rate (Waterloo) is 126% higher than Dubuque’s rate, and the average is 58% higher than Dubuque’s rate. Dubuque's recommended FY 2025 property tax is \$9.9264 (increase of +0.25 from FY 2024).



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The Fiscal Year 2025 Amended Budget Recommendation as compared to the adopted Fiscal Year 2024 Budget is as follows:

	Adopted FY24	Amended FY25	\$ Difference	% Difference
Property Tax Rate	\$9.90135	\$9.92638	+\$0.02503	+0.25%
Property Tax Asking	\$26,623,300	\$28,223,481	+\$1,600,181	+6.01%
Taxable Valuation (in Millions)	\$2,684,507	\$2,837,887	+153,380	+5.71%
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Average Industrial Property	\$4,817.26	\$5,004.59	+\$187.33	+3.89%

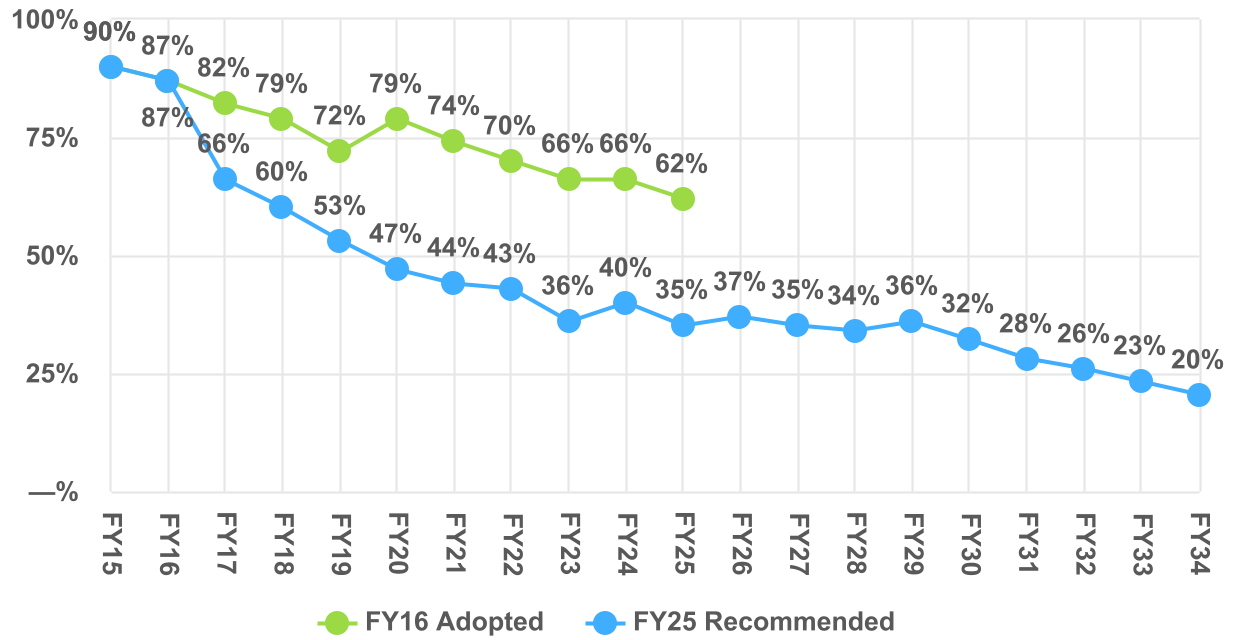
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### **Debt**

The five-year debt schedule has changed from what was originally submitted to City Council because of the stormwater debt reduction with the City receiving an \$8 million Federal Emergency Management - Homeland Security—Community Project Funding/Congressionally Directed Spending Grant. **The State Revolving Loan Fund debt to be issued for the project has been reduced from \$6,547,357 to \$820,000.**

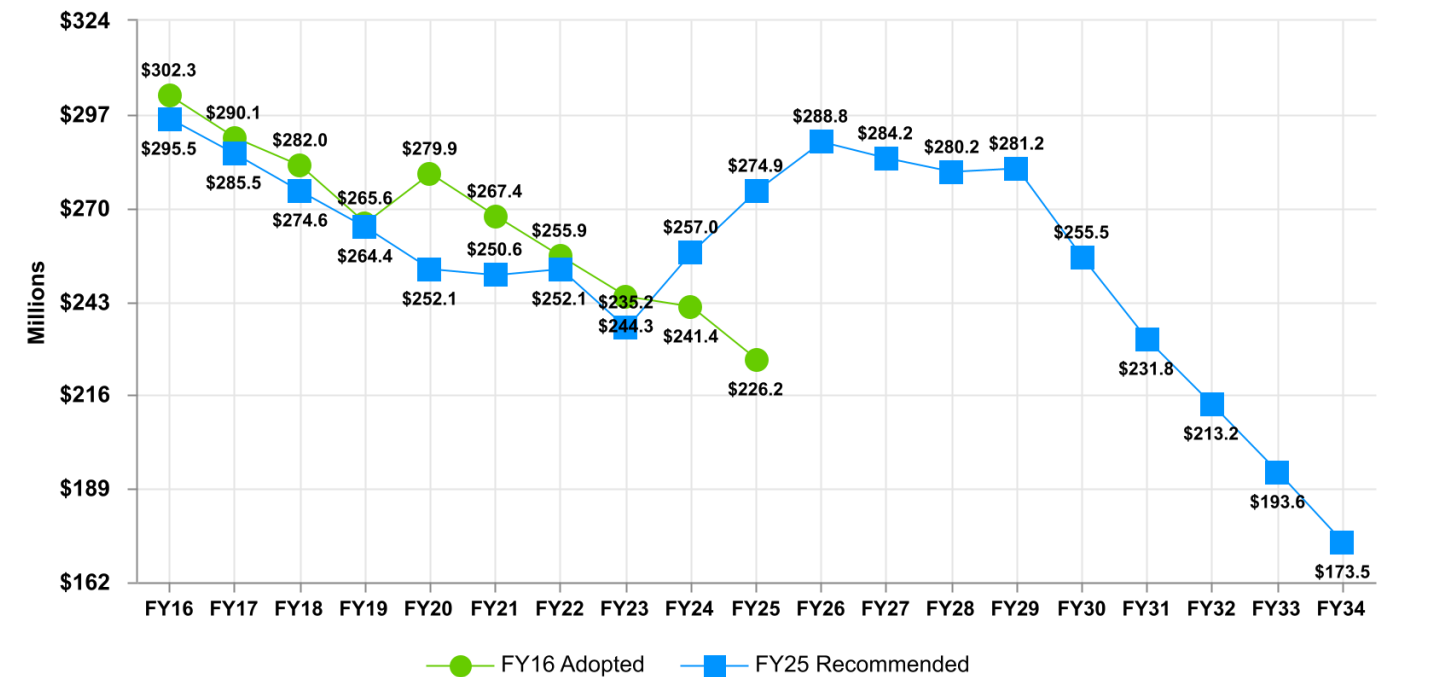
In August 2015, the Mayor and City Council adopted a debt reduction strategy which targeted retiring more debt each year than was issued by the City. The recommended FY 2025 budget will achieve that target in FY 2027, FY 2028, and FY 2029. However, Fiscal Year 2025 and Fiscal Year 2026 will exceed the target due to issuing necessary debt for Five Flags, Water Lead Lines, PFAS, Chaplain Schmitt Island Iowa Amphitheater and other important projects leveraging grants and forgivable State Revolving Fund loans. **You can see that the Mayor and City Council have significantly impacted the City's use of the statutory debt limit established by the State of Iowa. In Fiscal Year 2015, the City of Dubuque used 90% of the statutory debt limit. In this budget recommendation, the Mayor and City Council are currently reviewing for Fiscal Year 2025, the use of the statutory debt limit would be 34.85%, and by the end of the recommended 5-Year Capital Improvement Program (CIP) budget in Fiscal Year 2029, the City of Dubuque would be at 35.65% of the statutory debt limit. The 5-Year CIP includes \$3.285 in FY2025 and \$5.5M in FY2026 for the Chaplain Schmitt Island - Iowa Amphitheater which will be paid by the DRA. Projections out 10 years to Fiscal Year 2034 show the City of Dubuque at 20.47% of the statutory debt limit. This is an improvement on the debt reduction plan adopted in August 2015, that first began implementation in Fiscal Year 2016.**

### Statutory Debt Limit Used (as of June 30th)



By the end of the Recommended 5- Year Capital Improvement Program (CIP) budget, the total amount of debt for the City of Dubuque would be \$281.17 million (35.65% of the statutory debt limit), **which includes \$285,000 in FY2025 and \$5.5M in FY2026 for the Chaplain Schmitt Island - Iowa Amphitheater which will be paid by the DRA. Projections out 10 years to Fiscal Year 2034 show the City of Dubuque at 20.47% of the statutory debt limit, and the projection is to be at \$173.45 million (20.47% of statutory debt limit) within 10 years.**

Total Debt (In Millions)

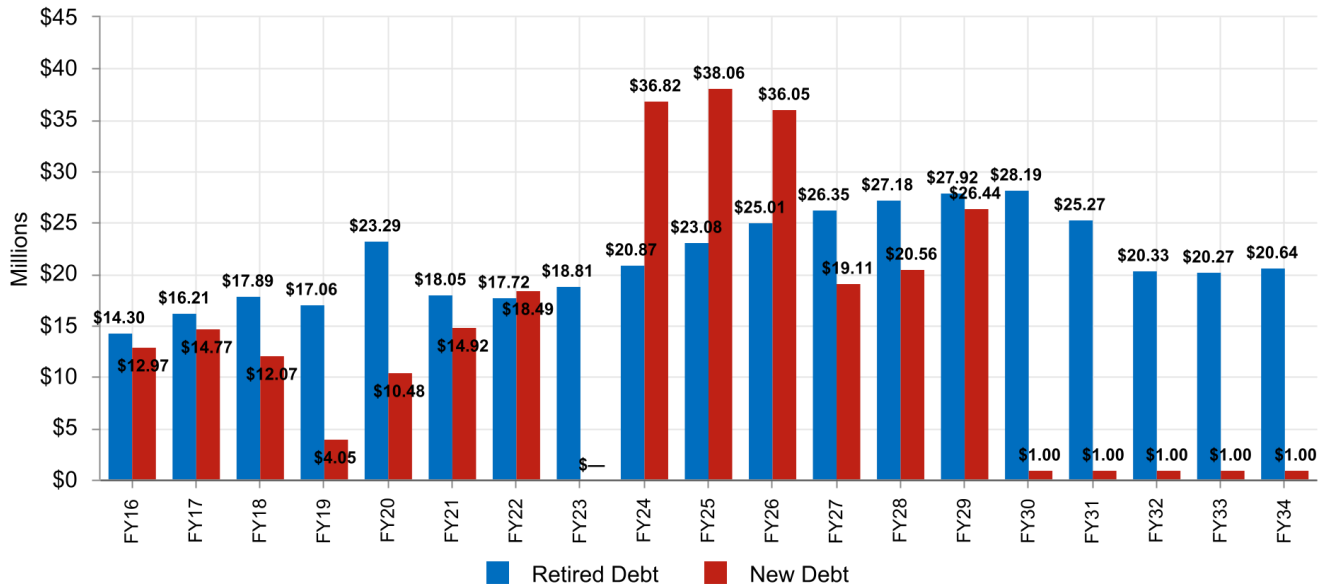


Retired Debt Versus New Debt

The total City indebtedness as of June 30, 2024, is projected to be \$254,734,006 (40.67% of statutory debt limit). The total City indebtedness as of June 30, 2015, was \$295,561,181 (69.45% of statutory debt limit). **The City is projected to have \$2,805,882 more in debt as of June 30, 2024. This amount includes \$3 million issued for the Chaplain Schmitt Island - Iowa Amphitheater project which will be paid by the DRA.**

The following chart shows the amount of retired debt as compared to new debt. The new debt includes new debt issuances as well as draw downs on existing state revolving fund loans:

### Retired Debt Versus New Debt (In Millions)



\*In Fiscal Year 2020, the City had \$5,908,200 forgiven of the Bee Branch Upper Bee Branch Loan on June 30, 2020 which increased principal payments reflected.

\*\*In Fiscal Year 2026, it is projected \$2,494,896 of SRF debt will be forgiven as part of the Private Lead Service Line Replacement project

### General Fund Reserves

The City maintains a general fund reserve, or working balance, to allow for unforeseen expenses that may occur. Moody's Investor Service recommends a 30% General Fund Operating Reserve for "AA" rated cities.

**In July 2023, Moody's Investor Service upgraded the City's outstanding general obligation bonds from Aa3 to Aa2, as well as the outstanding Sales Tax Increment Revenue bonds from A2 to A1. Notable credit factors include strong financial operations and ample revenue-raising flexibility, which has resulted in steadily improved available fund balance and cash. The City serves as a regional economic center and its regional economic growth rate has outpaced the nation over the past five years.**

In November of 2022, Moody's Investors Service ("Moody's") released a new rating methodology for cities and counties. Two significant changes result from the new methodology; cities are now assigned an issuer rating meant to convey the creditworthiness of the issuer as a whole without regard to a specific borrowing, and business-type enterprise funds are now being considered together with general fund revenues and balances in the determination of financial performance.

Under the new methodology, there are two metrics that contribute to financial performance. Available Fund Balance Ratio ("AFBR") = (Available Fund Balance + Net Current

Assets/Revenue) and Liquidity Ratio ("LR") = (Unrestricted Cash/Revenue). For Aa credits, AFBR ranges from 25-35, and LR ranges from 30-40%.

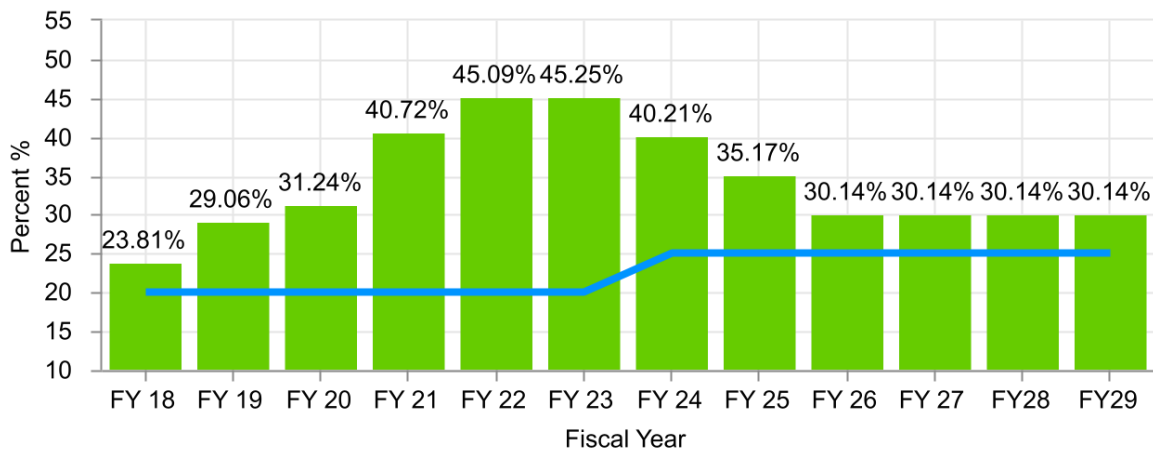
The City was evaluated by Moody's under the old methodology in May of 2022 in connection to its annual issuance of bonds. At that time, Moody's calculated the City's AFBR to be 45.2%, and its LR to be 59.8%. The balances used in these calculations were likely elevated due to unspent ARPA funds. The change in methodology will now consider revenues and net assets from business-type activities in these calculations. As such, the City's general obligation rating will now be directly impacted by the financial performance of enterprise funds. Establishing rates and charges adequate to provide both debt service coverage and significant liquidity will be necessary to maintain the City's ratings.

In May 2021, Moody's Investor Service upgraded the City's Water Enterprise's outstanding revenue bonds from A1 to A2 and affirmed the Aa3 credit rating on general obligation bonds. Notable credit factors include a sizable tax base, a wealth and income profile that is slightly below similarly rated peers, and increased financial position that will decline in fiscal years 2021 and 2022 and somewhat elevated debt and pension liabilities.

These credit ratings are affirmation of the sound fiscal management of the mayor and city council, put Dubuque in a strong position to capitalize on favorable financial markets, borrow at low interest rate when necessary, and make critical investments in the community.

Fiscal Year	Fund Reserve (As percent of General Fund)	New Moody's Methodology	Reason for change from previous Fiscal Year
FY 2018	23.81%		Increase due to capital projects not expended before the end of the FY and additional contributions to general fund reserve
FY 2019	29.06%		Increase due to capital projects not expended before the end of the FY.
FY 2020	31.24%		Increase due to freezing vacant positions and most capital projects due to the pandemic.
FY 2021	40.72%		Increase due to American Rescue Plan Act funds received (\$13.2 million), frozen positions and capital projects through Feb 2021.
FY 2022	49.16%	45.09%	Increase due to American Rescue Plan Act funds received (\$13.2 million), capital projects not expended before the end of the FY, and vacant positions.
FY 2023	50.18%	45.25%	Increase due to American Rescue Plan Act funds not spent (\$26.4 million), capital projects not expended before the end of the FY, and vacant positions.

**Fund Reserve as a Percent of General Fund and Enterprise Fund Revenue  
New Moody's Methodology**



The City of Dubuque has historically adopted a general fund reserve policy as part of the Fiscal and Budget Policy Guidelines which is adopted each year as part of the budget process. During Fiscal Year 2013, the City adopted a formal Fund Reserve Policy which states the City may continue to add to the General Fund minimum balance of 10% when additional funds are available until 20% of Net General Fund Operating Cost is reached. During Fiscal Year 2024, the General Fund minimum balance was increased to 25%.

After all planned expenditures in FY 2024, the City of Dubuque will have a general fund reserve of 41.97% of general fund revenues as a percent of general fund revenues computed by the accrual basis or 40.21% of general fund, debt service, and enterprise fund revenues as computed by the accrual basis methodology now used by Moody's Investors Service. The general fund reserve cash balance is projected to be \$46,304,790 on June 30, 2024 as compared to the general fund reserve balance on an accrual basis of \$29,659,518. The general fund reserve balance on an accrual basis exceeds 27% in FY 2024, which is the margin of error used to ensure the City always has a general fund reserve of at least 25% as computed by Moody's Investors Service.

In Fiscal Year 2017, the City had projected reaching this consistent and sustainable 20% reserve level in Fiscal Year 2022. **In fact, the City met the 20% reserve requirement in FY 2017, five years ahead of schedule and has sustained a greater than 20% reserve.**

	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029
Contribution	\$—	\$—	\$—	\$—	\$—	\$—	\$—	\$—
City's Spendable General Fund Cash Reserve Fund Balance	\$41,259,518	\$35,459,518	\$29,659,518	\$23,859,518	\$18,059,518	\$18,059,518	\$18,059,518	\$18,059,518
% of Projected Revenue (Moody's)	49.16%	50.18%	41.97%	33.76%	25.56%	25.56%	25.56%	25.56%

## Recommendation

I respectfully recommend Mayor and City Council approval of the amended Fiscal Year 2025 budget recommendation with a property tax rate of \$9.92638, a 0.25% increase from Fiscal Year 2024. This would have the following impact on average on the different classes of property:

### Comparison of Impact of Proposed Property Tax Rate



Property Classification Breakdown	FY24 Property Tax Payment	FY25 Property Tax Payment	Difference	Number of Properties
Residential*: Avg. value = \$196,508	\$815.07	\$855.82	+\$40.75	—
Commercial: \$150,000 value	\$649.33	\$690.02	+\$40.69	648
Commercial: \$300,000 value	\$1,613.67	\$2,030.08	+\$416.41	265
Commercial: \$450,000 value	\$2,683.02	\$3,370.14	+\$687.12	149
Commercial: Avg. value = \$540,594*	\$3,328.86	\$4,179.41	+\$850.63	66
Industrial: Avg. value = \$632,952	\$4,817.26	\$5,004.59	+\$187.33	—

*\*There are 541 commercial properties over the average value of \$540,594.*

JML

Attachment

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



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

**FROM:** Jennifer Larson, Chief Financial Officer

**SUBJECT:** Amended Fiscal Year 2025 Budget Recommendation

**DATE:** April 11, 2024

The Fiscal Year 2025 Budget Recommendation was presented to City Council on March 25, 2024. There have been changes that have resulted in an Amended Fiscal Year 2025 Budget Recommendation.

### **Fiscal Year 2025 Proposed Property Tax Levy**

The City Council approved a maximum property tax levy in FY25 of \$9.92637 and maximum property tax dollars of \$27,530,253 on March 25, 2024. The maximum levy that can be adopted by City Council is \$9.92637.

The Fiscal Year 2025 Budget Recommendation and the Amended Fiscal Year 2025 Budget Recommendation proposes the recommended property tax rate of \$9.92637 or \$27,530,253 in total property tax dollars.

### **Fiscal Year 2025 Amended Budget Recommendation**

The following changes occurred after the Fiscal Year 2025 Budget Recommendation was presented to the Mayor and City Council on March 25, 2024.

### **Road Use Tax Fund**

#### **Public Works Department**

During goal setting sessions in August 2023, City Council identified street maintenance and rehabilitation programming as a top priority for the 2023-2025 policy agenda.

With the conclusion of winter operations, a re-evaluation was conducted to maximize the outcomes of this top-priority. Public Works evaluated current and historical salt inventory, impact to salt partners, creatively adjusting summer project staffing, and reviewing nonannual revenues (Attachment I). The following adjustments are recommended:

1. Decrease FY 2025 road deicer salt budget from 5,000 tons to 1,500 tons.
  - a. 2023-2024 winter operations utilized less salt this year than the past. There are currently 8,334 tons at the Purina Drive Fabric Salt Depot.
  - b. Reduction in FY25 Road Use Tax expense of \$273,874.

2. Increase in Fiscal Year 2024 revenues related to two Federal Emergency Management Agency (FEMA) events totaling \$119,549.
  - a. FY24 Reimbursement for COVID-19 event revenue increase \$18,000.
  - b. FY24 Reimbursement for 2023 Flood event revenue Increase \$101,637.
3. Increase the Fiscal Year 2025 five-mile Asphalt Overlay Program to an eight-mile Asphalt Overlay Program. FY25 Operating Budget increase of \$396,783.
  - a. FY25 Tac oil expense increased \$6,300.
  - b. FY25 Hot mix asphalt (HMA) expense increased \$345,870.
  - c. FY25 Outsourced expense increased \$17,313.
  - d. FY25 Manhole ring & lid components expense increased \$27,300.
4. Increase the Fiscal Year 2025 five-mile Asphalt Overlay Program related ADA curb ramp replacement from five-mile Asphalt Overlay Program to eight-mile Asphalt Overlay Program. No FY25 Capital Improvement Budget impact.
  - a. No impact to FY2025 expenses due to reallocation of staffing to complete the additional mileage internally.
  - b. Concrete for this project will come from non-street related concrete projects staff will be reallocated from this summer.
5. Recommending approval of improvement package five to purchase street assessment software, \$17,000 non-recurring and \$3,500 recurring funded by Road Use Tax Funds.
  - a. This will allow a comprehensive analysis of the type of pavement as well as pavement condition index (PCI). Historically staff have completed subjective PCIs and formulated the Asphalt Overlay Program from that listing. This software identifies defect types and street types which would determine streets for the Asphalt Overlay Program.
6. Decrease Fiscal Year 2025 Concrete Section Repair Capital Improvement Project.
  - a. FY25 Concrete Section Repair expense decreased \$10,000.
  - b. The concrete section repair capital budget does not impact internal work completed by Public Works employees.

**The amended Fiscal Year 2025 budget recommendation includes an increase of \$116,049 in non-recurring Road Use Tax Expense and \$3,500 in recurring Road Use Tax Expense.**

Unbudgeted Fiscal Year 2024 Federal Emergency Management Agency revenue totaling \$119,637 is recommended to fund the amended Fiscal Year 2025 Road Use Tax non-recurring and recurring expense of \$119,549. The recurring expense of \$3,500 will need to be budgeted in future years.

### **Police Department**

During the Fiscal Year 2025 budget process, an improvement package to conduct a building and space study was requested for a non-recurring cost of \$50,000. This improvement package was not recommended as it was not available in the budget at that time (Attachment II).

Historically, 100% of a budget is not spent by the end of the fiscal year and a small, unencumbered balance remains on June 30th. In addition, income sometimes exceeds revenue estimates or there are cost savings resulting in some unanticipated balances at the end of the year. These amounts of unobligated, year-end balances are "carried over" into the new fiscal year to help finance it. The carryover General Fund balance is generally used to help finance the next

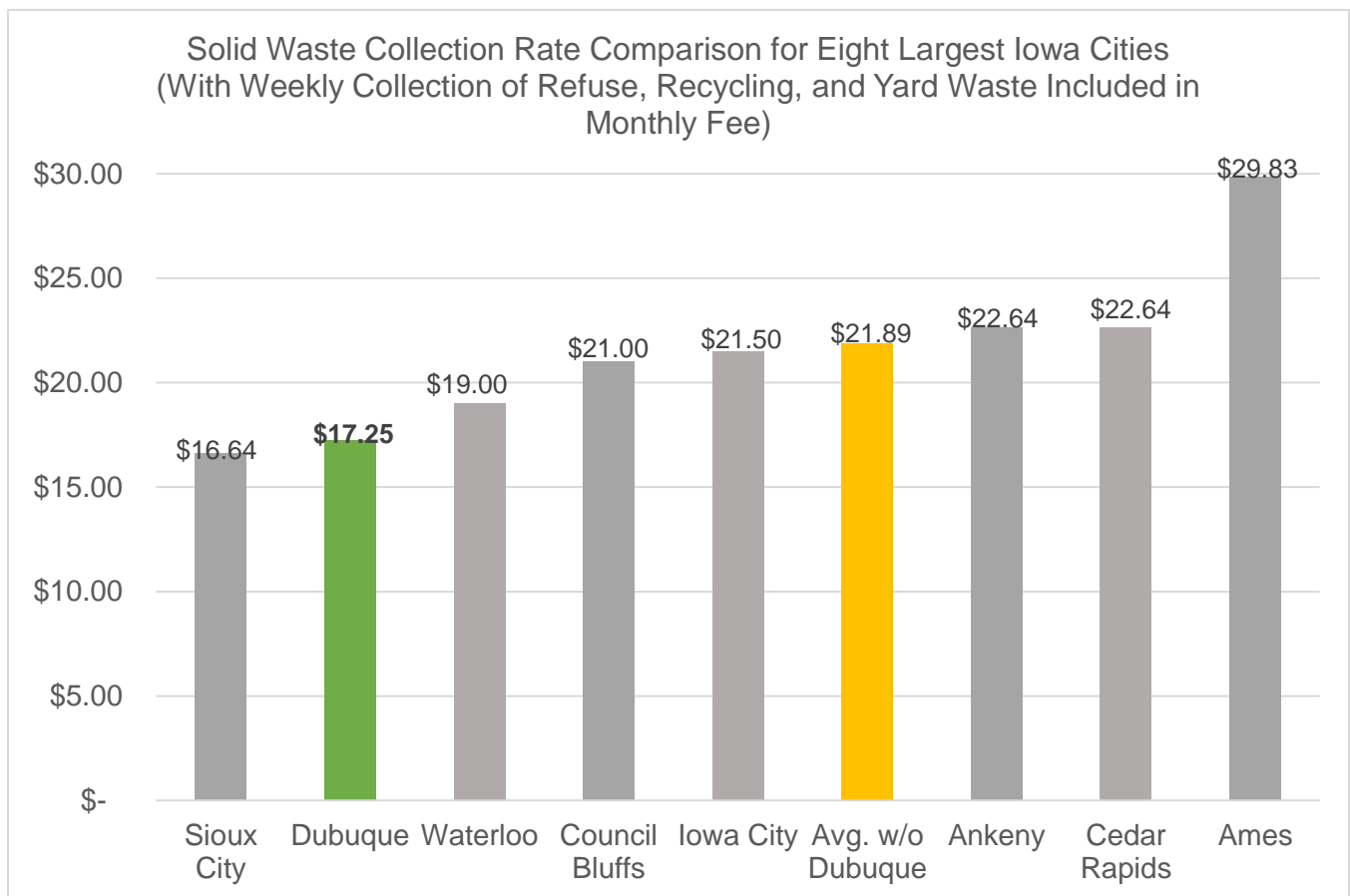
fiscal year budget and reduce the demand for increased taxation. The available carryover General Fund balance that has normally been budgeted is \$200,000. Due to the continued vacancies in the Police Department, the available carryover General Fund balance is recommended to be increased to \$250,000 in Fiscal Year 2025.

**The amended Fiscal Year 2025 budget recommendation includes the non-recurring cost of \$50,000 for the Police Space Study. There is no impact to the property tax rate due to available carryover General Fund balance recommended to fund this request.**

## Enterprise Funds

### Solid Waste Collection

The Fiscal Year 2025 Budget Recommendation includes an 8.97% increase in the refuse fee.



The highest rate (Ames) is 73% higher than Dubuque's rate, and the average is 27% higher than Dubuque.

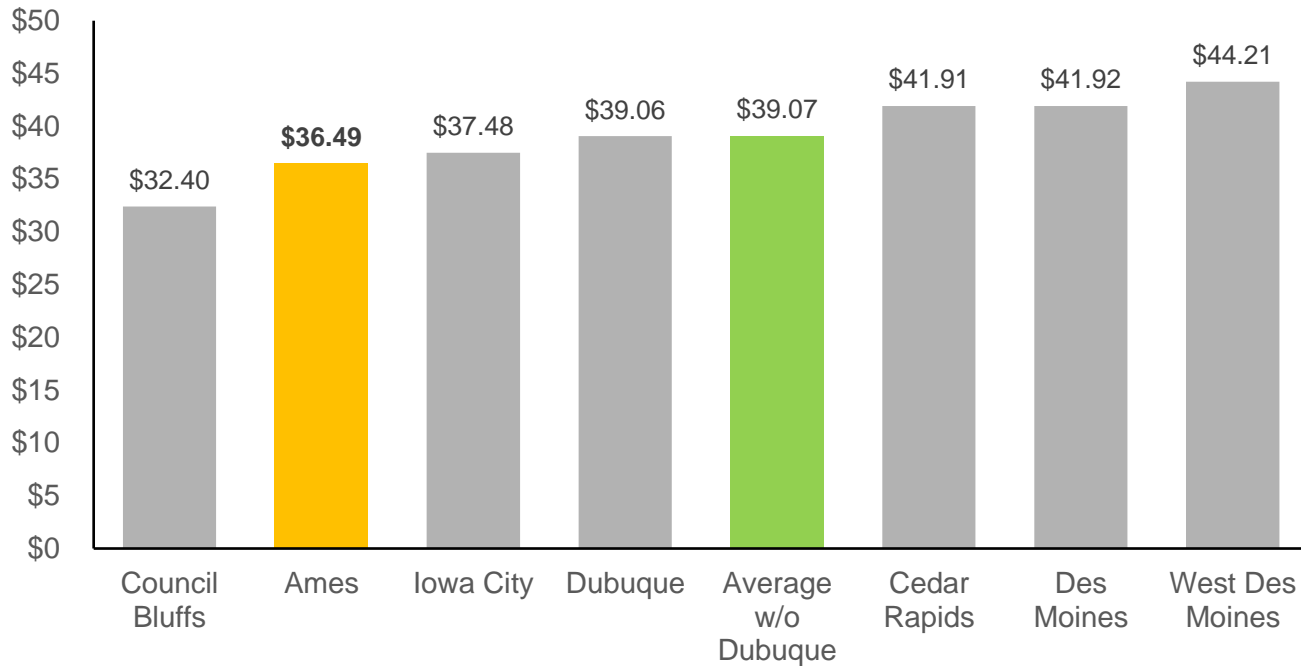
The projected Refuse rate increases from Fiscal Year 2025 through Fiscal Year 2029 are as follows:

FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
8.97%	8.99%	8.99%	8.98%	6.00%

## Water

The Fiscal Year 2025 Budget Recommendation includes a 12.00% increase in the water user fee.

Water Rate Comparison  
Seven Largest Iowa Cities  
With Water Softening



Dubuque's water is some of the best in the world! The highest rate (West Des Moines) is 13% higher than Dubuque's rate, and the average is 0.02% higher than Dubuque.

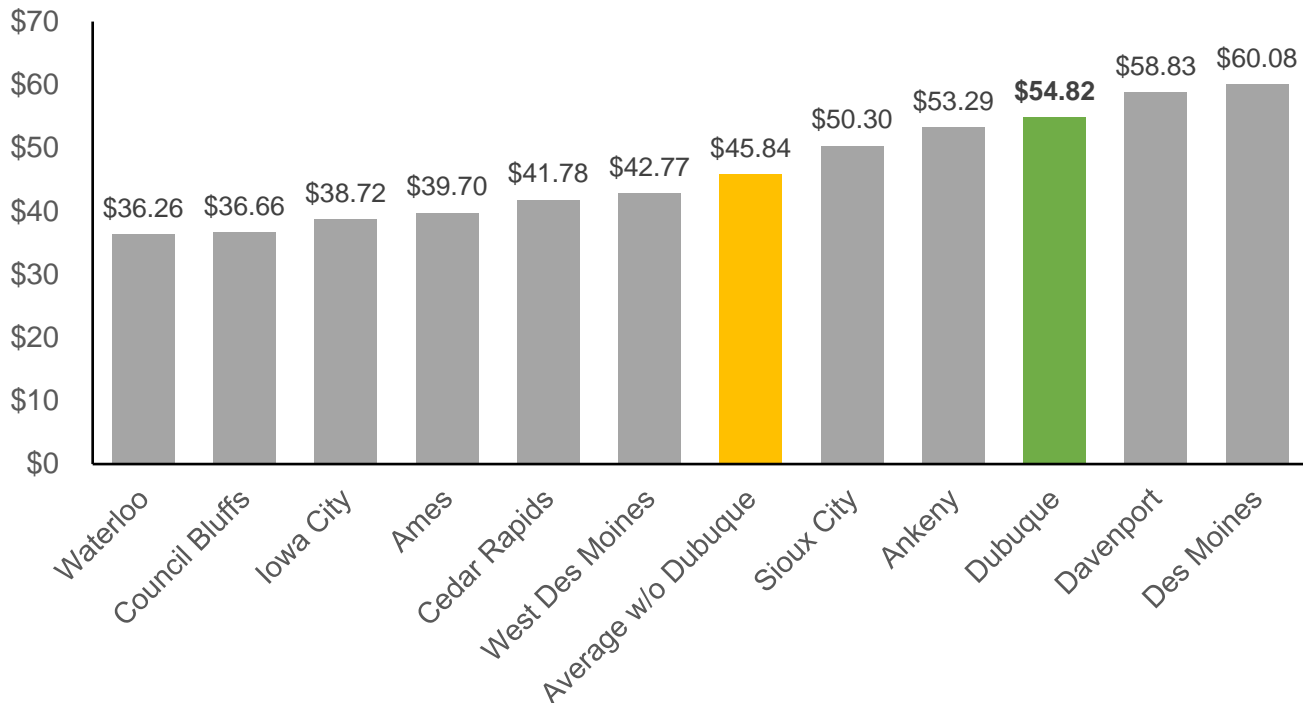
The projected Water rate increases from Fiscal Year 2025 through Fiscal Year 2029 are as follows:

FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
12.00%	7.50%	5.00%	5.00%	3.00%

## Sanitary Sewer

The Fiscal Year 2025 Budget Recommendation includes a 9.00% increase in the sanitary sewer user fee.

Sanitary Sewer Rate Comparison  
Eleven Largest Cities in Iowa



The highest rate (Des Moines) is 7% higher than Dubuque's rate, and the average is 16% lower than Dubuque.

The projected Sanitary Sewer rate increases from Fiscal Year 2025 through Fiscal Year 2029 are as follows:

FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
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## Stormwater

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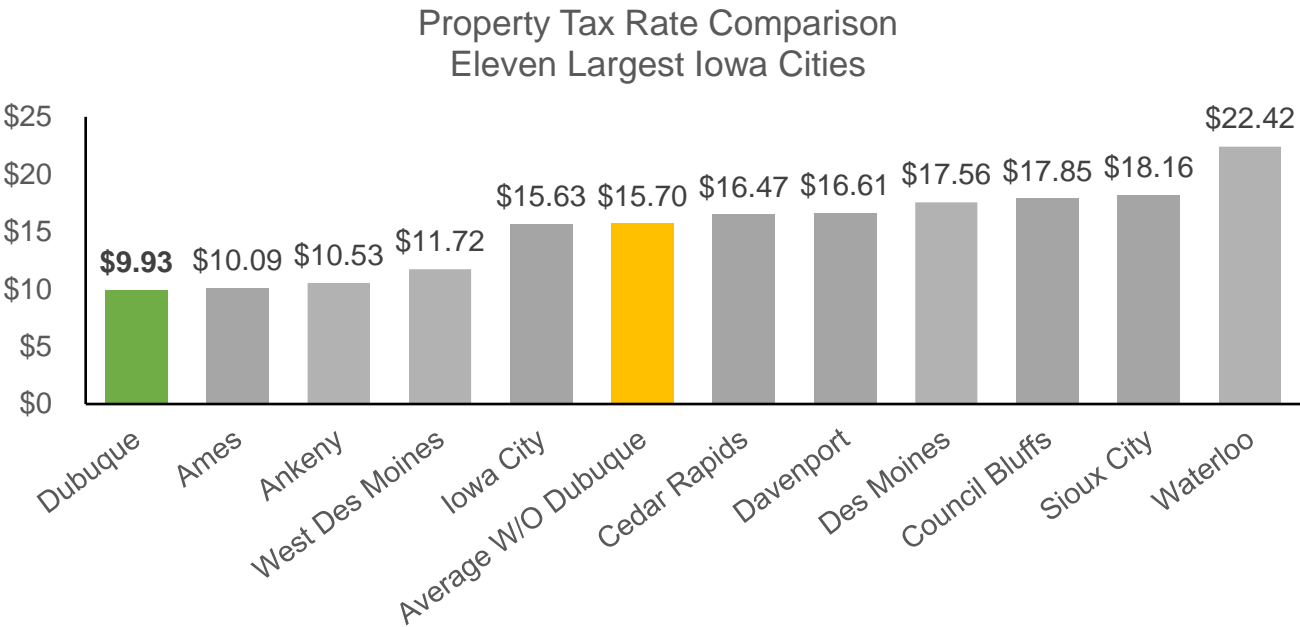
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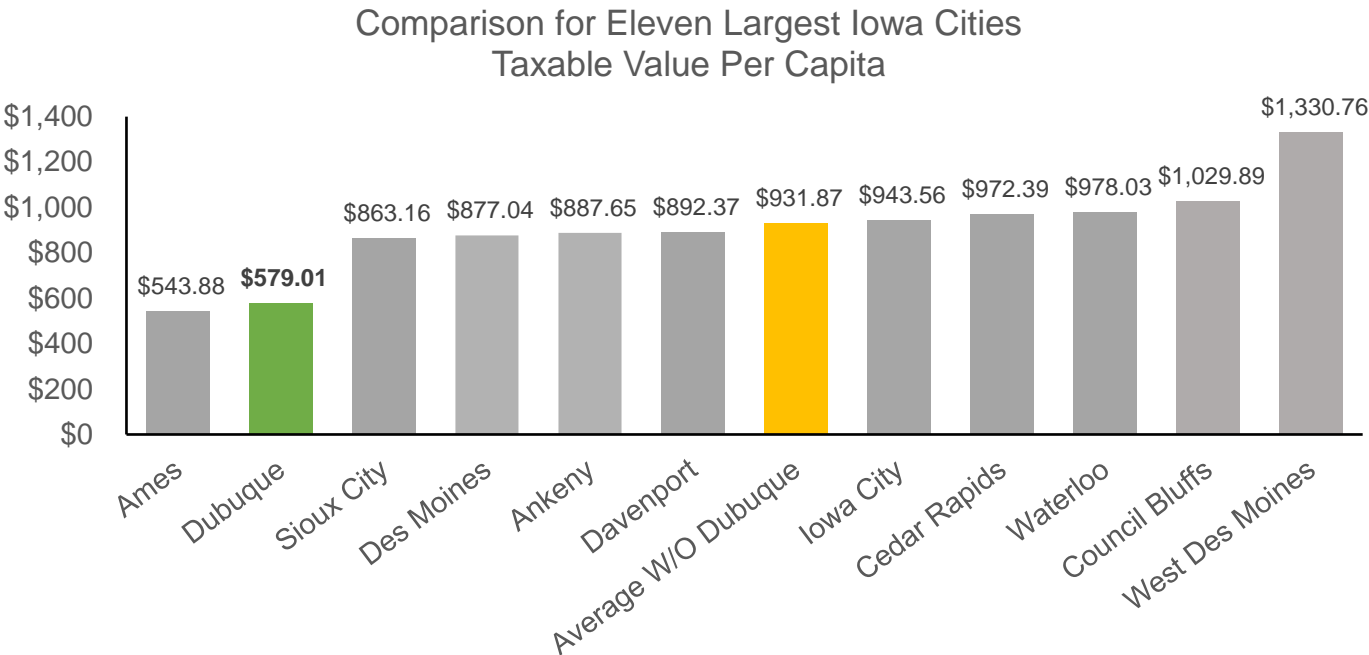
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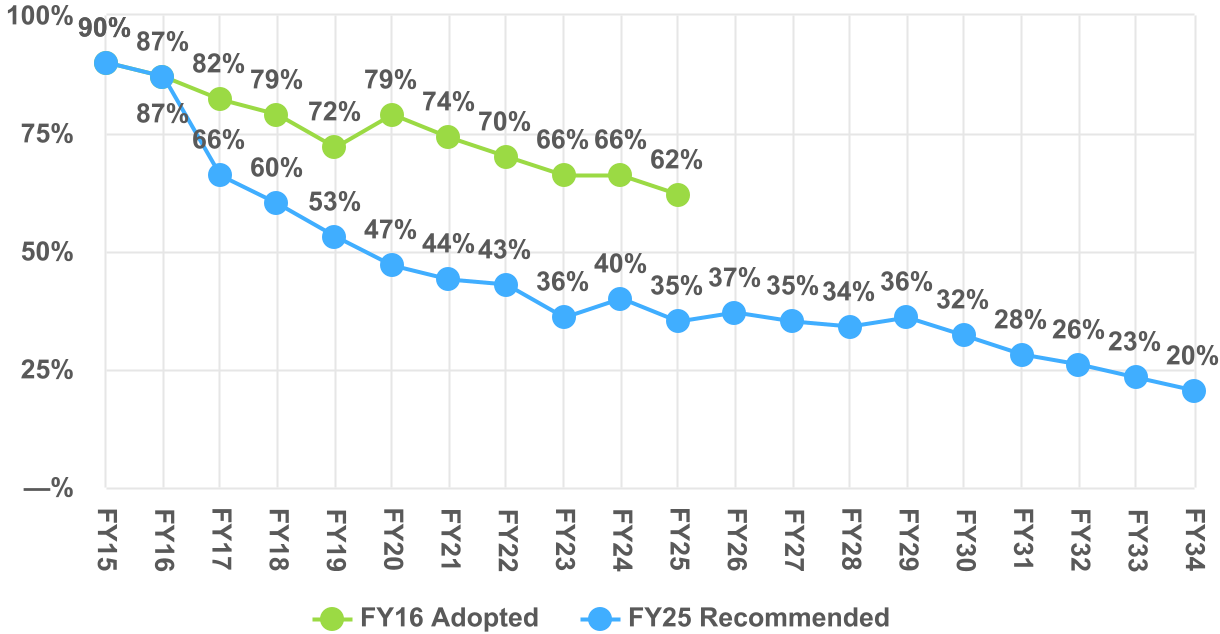
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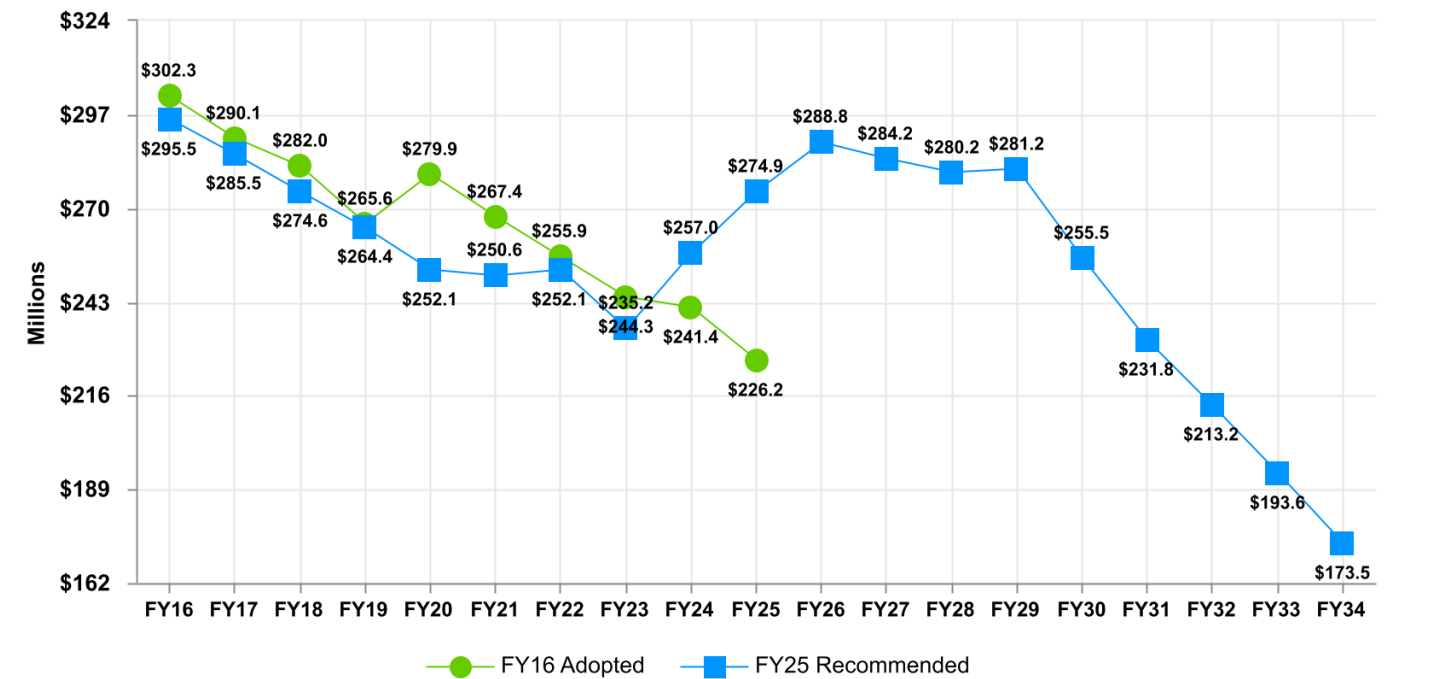
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Statutory Debt Limit Used  
(as of June 30th)



By the end of the Recommended 5-Year Capital Improvement Program (CIP) budget, the total amount of debt for the City of Dubuque would be \$281.17 million (35.65% of the statutory debt limit), **which includes \$285,000 in FY2025 and \$5.5M in FY2026 for the Chaplain Schmitt Island - Iowa Amphitheater which will be paid by the DRA. Projections out 10 years to Fiscal Year 2034 show the City of Dubuque at 20.47% of the statutory debt limit, and the projection is to be at \$173.45 million (20.47% of statutory debt limit) within 10 years.**

Total Debt (In Millions)

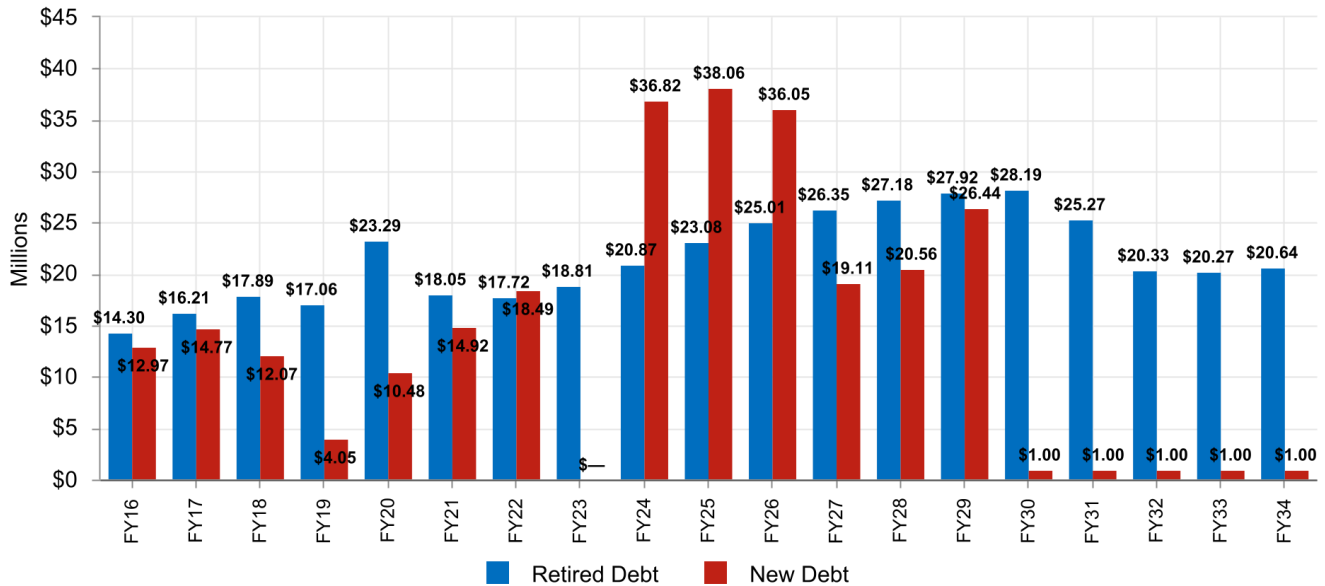


Retired Debt Versus New Debt

The total City indebtedness as of June 30, 2024, is projected to be \$254,734,006 (40.67% of statutory debt limit). The total City indebtedness as of June 30, 2015, was \$295,561,181 (69.45% of statutory debt limit). **The City is projected to have \$2,805,882 more in debt as of June 30, 2024. This amount includes \$3 million issued for the Chaplain Schmitt Island - Iowa Amphitheater project which will be paid by the DRA.**

The following chart shows the amount of retired debt as compared to new debt. The new debt includes new debt issuances as well as draw downs on existing state revolving fund loans:

### Retired Debt Versus New Debt (In Millions)



\*In Fiscal Year 2020, the City had \$5,908,200 forgiven of the Bee Branch Upper Bee Branch Loan on June 30, 2020 which increased principal payments reflected.

\*\*In Fiscal Year 2026, it is projected \$2,494,896 of SRF debt will be forgiven as part of the Private Lead Service Line Replacement project

### General Fund Reserves

The City maintains a general fund reserve, or working balance, to allow for unforeseen expenses that may occur. Moody's Investor Service recommends a 30% General Fund Operating Reserve for "AA" rated cities.

**In July 2023, Moody's Investor Service upgraded the City's outstanding general obligation bonds from Aa3 to Aa2, as well as the outstanding Sales Tax Increment Revenue bonds from A2 to A1. Notable credit factors include strong financial operations and ample revenue-raising flexibility, which has resulted in steadily improved available fund balance and cash. The City serves as a regional economic center and its regional economic growth rate has outpaced the nation over the past five years.**

In November of 2022, Moody's Investors Service ("Moody's") released a new rating methodology for cities and counties. Two significant changes result from the new methodology; cities are now assigned an issuer rating meant to convey the creditworthiness of the issuer as a whole without regard to a specific borrowing, and business-type enterprise funds are now being considered together with general fund revenues and balances in the determination of financial performance.

Under the new methodology, there are two metrics that contribute to financial performance. Available Fund Balance Ratio ("AFBR") = (Available Fund Balance + Net Current

Assets/Revenue) and Liquidity Ratio ("LR") = (Unrestricted Cash/Revenue). For Aa credits, AFBR ranges from 25-35, and LR ranges from 30-40%.

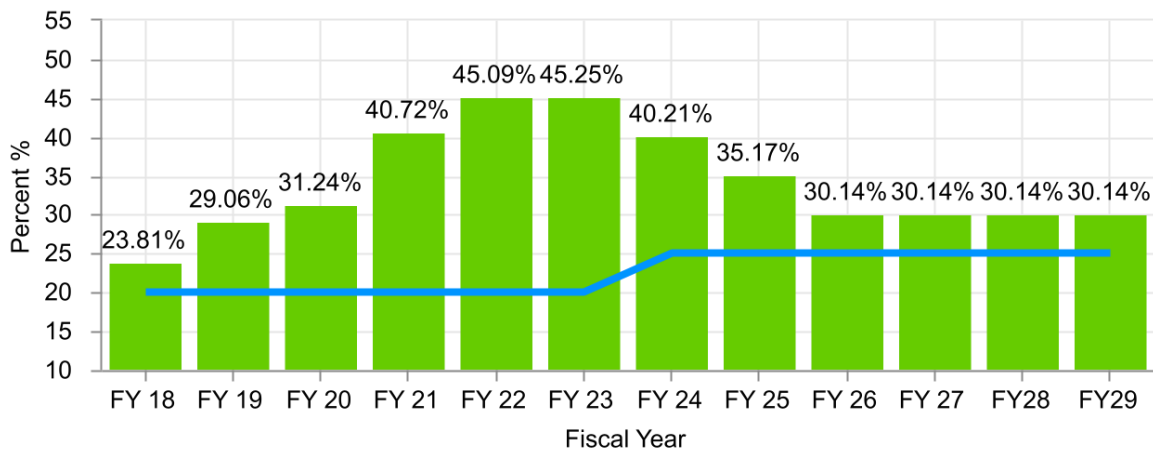
The City was evaluated by Moody's under the old methodology in May of 2022 in connection to its annual issuance of bonds. At that time, Moody's calculated the City's AFBR to be 45.2%, and its LR to be 59.8%. The balances used in these calculations were likely elevated due to unspent ARPA funds. The change in methodology will now consider revenues and net assets from business-type activities in these calculations. As such, the City's general obligation rating will now be directly impacted by the financial performance of enterprise funds. Establishing rates and charges adequate to provide both debt service coverage and significant liquidity will be necessary to maintain the City's ratings.

In May 2021, Moody's Investor Service upgraded the City's Water Enterprise's outstanding revenue bonds from A1 to A2 and affirmed the Aa3 credit rating on general obligation bonds. Notable credit factors include a sizable tax base, a wealth and income profile that is slightly below similarly rated peers, and increased financial position that will decline in fiscal years 2021 and 2022 and somewhat elevated debt and pension liabilities.

These credit ratings are affirmation of the sound fiscal management of the mayor and city council, put Dubuque in a strong position to capitalize on favorable financial markets, borrow at low interest rate when necessary, and make critical investments in the community.

<b>Fiscal Year</b>	<b>Fund Reserve (As percent of General Fund)</b>	<b>New Moody's Methodology</b>	<b>Reason for change from previous Fiscal Year</b>
FY 2018	23.81%		Increase due to capital projects not expended before the end of the FY and additional contributions to general fund reserve
FY 2019	29.06%		Increase due to capital projects not expended before the end of the FY.
FY 2020	31.24%		Increase due to freezing vacant positions and most capital projects due to the pandemic.
FY 2021	40.72%		Increase due to American Rescue Plan Act funds received (\$13.2 million), frozen positions and capital projects through Feb 2021.
FY 2022	49.16%	45.09%	Increase due to American Rescue Plan Act funds received (\$13.2 million), capital projects not expended before the end of the FY, and vacant positions.
FY 2023	50.18%	45.25%	Increase due to American Rescue Plan Act funds not spent (\$26.4 million), capital projects not expended before the end of the FY, and vacant positions.

**Fund Reserve as a Percent of General Fund and Enterprise Fund Revenue  
New Moody's Methodology**



The City of Dubuque has historically adopted a general fund reserve policy as part of the Fiscal and Budget Policy Guidelines which is adopted each year as part of the budget process. During Fiscal Year 2013, the City adopted a formal Fund Reserve Policy which states the City may continue to add to the General Fund minimum balance of 10% when additional funds are available until 20% of Net General Fund Operating Cost is reached. During Fiscal Year 2024, the General Fund minimum balance was increased to 25%.

After all planned expenditures in FY 2024, the City of Dubuque will have a general fund reserve of 41.97% of general fund revenues as a percent of general fund revenues computed by the accrual basis or 40.21% of general fund, debt service, and enterprise fund revenues as computed by the accrual basis methodology now used by Moody's Investors Service. The general fund reserve cash balance is projected to be \$46,304,790 on June 30, 2024 as compared to the general fund reserve balance on an accrual basis of \$29,659,518. The general fund reserve balance on an accrual basis exceeds 27% in FY 2024, which is the margin of error used to ensure the City always has a general fund reserve of at least 25% as computed by Moody's Investors Service.

In Fiscal Year 2017, the City had projected reaching this consistent and sustainable 20% reserve level in Fiscal Year 2022. **In fact, the City met the 20% reserve requirement in FY 2017, five years ahead of schedule and has sustained a greater than 20% reserve.**

	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029
Contribution	\$—	\$—	\$—	\$—	\$—	\$—	\$—	\$—
City's Spendable General Fund Cash Reserve Fund Balance	\$41,259,518	\$35,459,518	\$29,659,518	\$23,859,518	\$18,059,518	\$18,059,518	\$18,059,518	\$18,059,518
% of Projected Revenue (Moody's)	49.16%	50.18%	41.97%	33.76%	25.56%	25.56%	25.56%	25.56%

## Recommendation

I respectfully recommend Mayor and City Council approval of the amended Fiscal Year 2025 budget recommendation with a property tax rate of \$9.92638, a 0.25% increase from Fiscal Year 2024. This would have the following impact on average on the different classes of property:

### Comparison of Impact of Proposed Property Tax Rate



Property Classification Breakdown	FY24 Property Tax Payment	FY25 Property Tax Payment	Difference	Number of Properties
Residential*: Avg. value = \$196,508	\$815.07	\$855.82	+\$40.75	—
Commercial: \$150,000 value	\$649.33	\$690.02	+\$40.69	648
Commercial: \$300,000 value	\$1,613.67	\$2,030.08	+\$416.41	265
Commercial: \$450,000 value	\$2,683.02	\$3,370.14	+\$687.12	149
Commercial: Avg. value = \$540,594*	\$3,328.86	\$4,179.41	+\$850.63	66
Industrial: Avg. value = \$632,952	\$4,817.26	\$5,004.59	+\$187.33	—

*\*There are 541 commercial properties over the average value of \$540,594.*

JML

Attachment

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



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

**FROM:** Arielle Swift, Public Works Director

**SUBJECT:** Fiscal Year 2025 Asphalt Overlay Program and Street Assessment Software

**DATE:** April 11, 2024

### BACKGROUND

During goal setting sessions in August 2023, City Council identified street maintenance and rehabilitation programming as a top priority for the 2023-2025 policy agenda. The original Fiscal Year 2025 recommended budget presented to City Council on March 25, 2024, dealt with many funding constraints on local government. To continue our annual 5-mile Asphalt Overlay Program under these constraints, equipment used to complete the overlay has been delayed.

With the conclusion of winter operations, a re-evaluation was conducted to maximize the outcomes of this top-priority. Public Works evaluated current and historical salt inventory, impact to salt partners, reviewed upcoming summer project staffing, and reviewed nonannual revenues. We are recommending the following adjustments:

1. Decrease road deicer salt from 5,000 tons to 1,500 tons.
  - a. 2023-2024 winter operations utilized less salt this year than the past. We currently have 8,334 tons at our Purina Drive Fabric Salt Depot.
  - b. This will decrease expense by \$273,874.
2. Increase the 5-mile Asphalt Overlay Program to 8-mile Asphalt Overlay Program.
  - a. Tac oil increases expense by \$6,300.
  - b. Hot mix asphalt (HMA) increases expense by \$345,870.
  - c. Outsourced milling increases expense by \$17,313.
  - d. Manhole ring & lid components increases expense by \$27,300.
3. Increase the 5-mile Asphalt Overlay Program related ADA curb ramp replacement from 5-mile AOP to 8-mile Asphalt Overlay Program.
  - a. This will not increase expenses in FY2025 due to reallocation of staffing to complete the additional mileage internally.
  - b. Concrete for this project will come from non-street related concrete projects staff will be reallocated from this summer.
4. Approving the improvement package to purchase street assessment software increases expense by \$20,500.
  - a. This will allow us to conduct a comprehensive analysis on the type of pavement as well as pavement condition index (PCI). Historically we have

completed subjective PCIs and formulated the Asphalt Overlay Program from that listing. This will allow us to be better stewards by identifying where to budget future dollars.

5. Decrease concrete section repair capital improvement project.
  - a. This will decrease expense by \$10,000.
  - b. The concrete section repair capital budget does not impact internal work completed by Public Works employees.
6. Increase nonannual revenues from two (2) Federal Emergency Management Agency (FEMA) events.
  - a. Reimbursement for COVID-19 event increases revenues by \$18,822.
  - b. Reimbursement for 2023 Flood event increases revenues by \$101,637.

	<b><i>FY2024 Original</i></b>	<b><i>FY2025 Proposed</i></b>	<b><i>Net Change</i></b>	<b><i>FY2025 Amended</i></b>	<b><i>Net Request</i></b>
<b><i>Tac Oil for Overlay Program</i></b>	8,125	10,500	2,375	16,800	6,300
<b><i>Hot Mix for Overlay Program</i></b>	510,570	576,450	65,880	922,320	345,870
<b><i>Milling for Overlay Program</i></b>	90,345	99,530	9,185	103,861	4,331
<b><i>ADA Curb Ramps</i></b>	649,104	750,000	100,896	750,000	-
<b><i>Pavement Rehab (concrete-ENG)</i></b>	-	650,000	650,000	650,000	-
<b><i>Ring &amp; Lid Components</i></b>	81,900	81,900	-	109,200	27,300
<b><i>Road De-Icer Salt</i></b>		377,824	377,824	103,950	(273,874)
<b><i>Concrete Section Repairs</i></b>	-	50,000	50,000	40,000	(10,000)
<b><i>FEMA COVID</i></b>				(18,822)	(18,822)
<b><i>FEMA FLOOD</i></b>	-	-	-	(101,637)	(101,637)
<b><i>Street Assessment Software (IP)</i></b>				20,500	20,500
			-	-	(32)

Enclosed is a more in-depth description of the snow & ice part of the budget.

## RECOMMENDATION

I respectfully request City Manager and City Council approve the reallocation of funds in the Fiscal Year 2025 recommended budget for the calendar year 2024 Asphalt Overlay Program from 5-miles to 8-miles and purchasing street assessment software.

CC: Jennifer Larson, Chief Financial Officer  
Gus Psihoyos, City Engineer

Enclosure(s)      Snow and Ice Budget Update – 4 Memo

**TO:** Michael C. Van Milligen, City Manager  
**FROM:** Arielle Swift, Public Works Director  
**SUBJECT:** Snow and Ice Control Budget Update - 4  
**DATE:** April 11, 2024

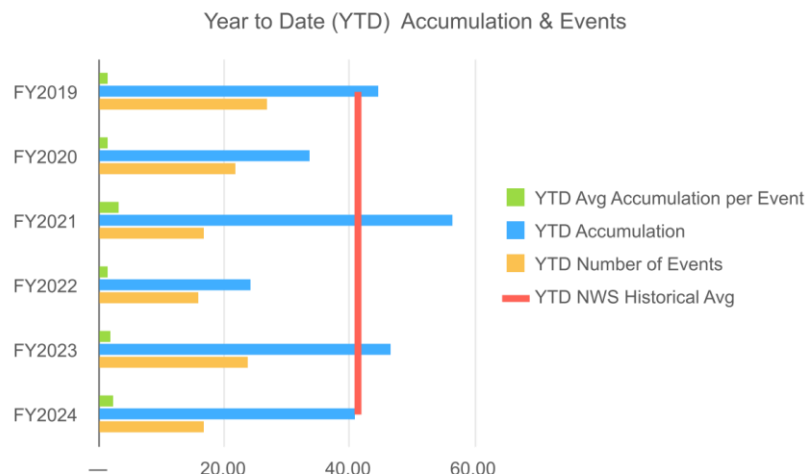
## INTRODUCTION

The purpose of this memorandum is to provide an update regarding the Public Works Department's FY2024 snow and ice control operating budget (sub-activity 5408) through April 11, 2024.

## DISCUSSION

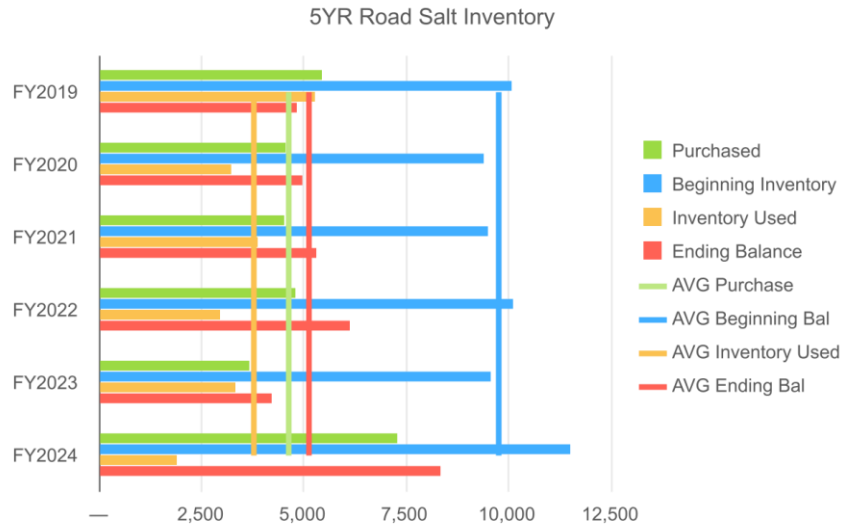
### SNOW

The U.S. Weather Service is reporting 46.30" of snow this winter season for Dubuque as of April 11, 2024. Weather Service records indicate that a "normal" winter in Dubuque should average 42.60", with a total of 41.40" of snow year-to-date (YTD). We have had seventeen (17) winter events that required a snow and ice control response.



### ROAD SALT

The purchase of road salt is traditionally based on the amount used the previous season, fiscal year budget and bid results. Listed below is the 5-year history of purchase, start of season balance, seasonal use, and end of season balance.



The 5-year average for salt available at the start of each season is 10,055.48 tons and the 5-year average for salt used is 3,759.14 tons.

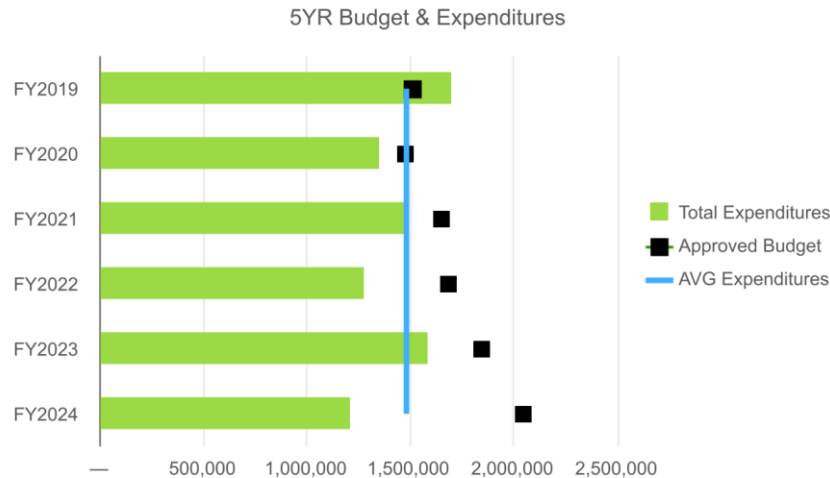
Each spring an evaluation of the remaining salt supply is made, and quotes are requested from major road salt supply companies. The material is then unloaded and stored in the Public Works' fabric salt storage building located on site. One barge of salt carries an average of 1,500 tons but may vary due to river levels at the time of delivery. The number of barges ordered, in part, is based on what the city and its bid partners need. Over the past 5 years we have ordered as many as 8 barges and as few as 3 barges. The average amount of salt ordered over the past five years for city use is 4,800 tons per year. The bid is by the ton, so the city pays any overage on tonnage. It has been our past practice to order at least the amount of salt used during the previous season to maintain a balance equal to or near our two-year average salt usage. This practice assures we will have adequate supplies for the following winter season.

At the start of the FY2024 winter season, we had just over 11,550 tons of salt in inventory at the Purina Dr. salt storage facility. Currently, we have 8,355 tons remaining in the facility inventory as of April 11, 2024.

Historically we have tried to maintain 12,000 tons. Over the last ten years we have cut back on salt usage drastically and two years of salt usage now averages 10,600 tons. Due to the large inventory on hand and depending on the usage for the remainder of this winter season, we have decided to purchase only 1,500 tons of salt (one barge load) in FY2025. This is estimated to save \$273,874 in FY2025 budgeted dollars.

## OVERALL BUDGET

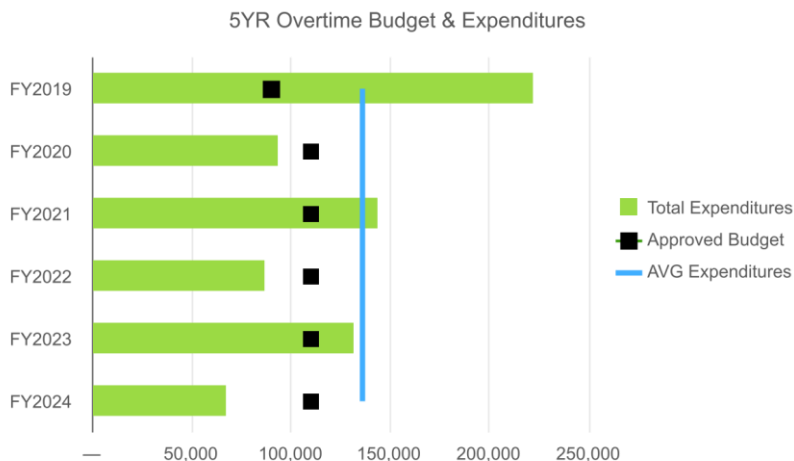
Listed below are the fiscal year operation budgets for the past five years and the total expenditures for each year. Included for comparison is the 5-year average annual expenditures for FY2019 through FY2023.



Of the \$2,050,844 budgeted in the FY2024 snow and ice control activity, \$836,148 or approximately 40.8% remains unexpended as of April 11, 2024. Some of this balance may be needed to cover additional expenses which occurred in the street maintenance activity due to the lack of snow and ice control operations. The net balance, without including remaining employee expenses, is estimated to be **\$305,283**.

### ***Overtime***

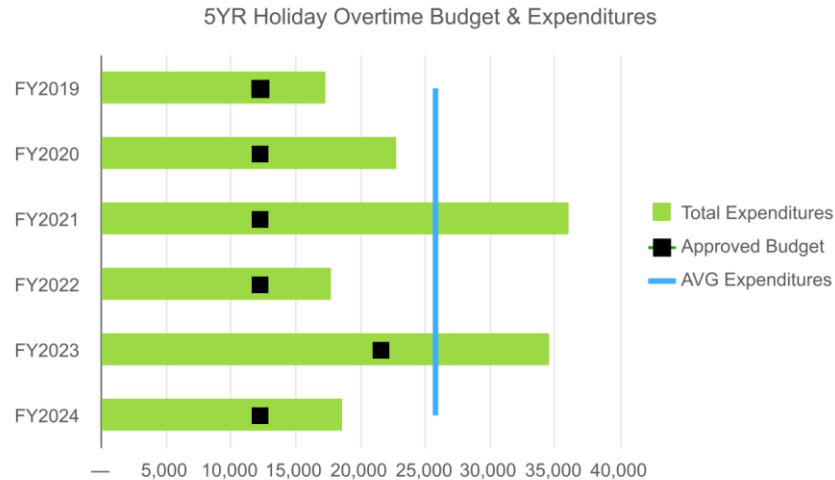
Listed below are the fiscal year overtime budgets for the past five years and the total expenditures for each year. Included for comparison is the 5-year average annual expenditures for FY2019 through FY2023.



Of the \$110,000 budgeted in the FY2024 Public Works Department's snow and ice control overtime expense, \$42,044 or approximately 38.2% remains unexpended as of April 11, 2024.

## Holiday Overtime

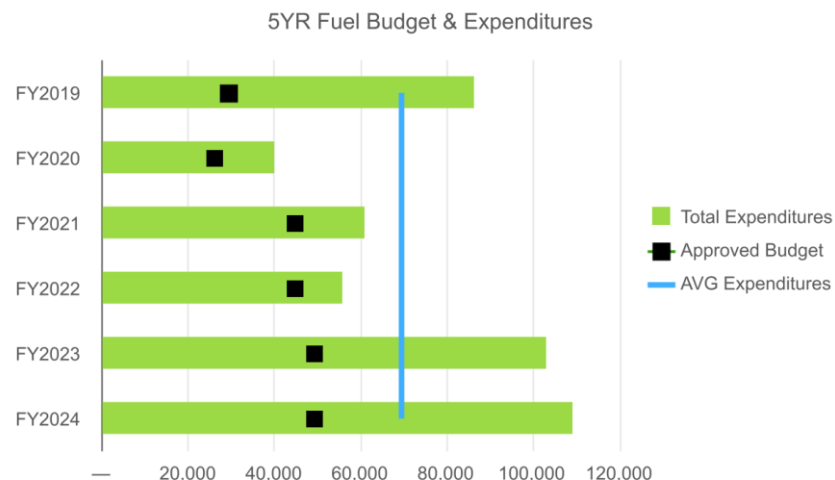
Listed below are the fiscal year holiday overtime budgets for the past five years and the total expenditures for each year. Included for comparison is the 5-year average annual expenditures for FY2019 through FY2023.



Of the \$12,300 budgeted in FY2024 snow and ice control activity, holiday overtime is overexpended by \$(6,379) or approximately (51.9)% as of April 11, 2024.

## Fuel

Listed below are the fiscal year fuel budgets for the past five years and the total expenditures for each year. Included for comparison is the 5-year average annual expenditures for FY2019 through FY2023.



Of the \$49,304 budgeted in the FY2024 Public Works Department's snow and ice control fuel expense is overexpended by \$(59,947) or approximately (121.6)% as of April 11, 2024.

**ACTION STEP**

This memorandum is being provided for your information.

CC: Jennifer Larson, Chief Financial Officer  
Paul Davis, Field Operations Supervisor

**POLICE DEPARTMENT**

<b>Budget Highlights</b>	<b>FY 2023 Actual</b>	<b>FY 2024 Budget</b>	<b>FY 2025 Requested</b>	<b>% Change From FY 2024 Budget</b>
<u>Expenses</u>				
Employee Expense	13,712,117	15,245,310	15,733,856	3.2 %
Supplies and Services	1,866,418	1,949,096	2,124,178	9.0 %
Machinery and Equipment	550,087	934,637	897,517	(4.0)%
Debt Service	55,897	22,600	22,200	(1.8)%
Total Expenses	16,184,519	18,151,643	18,777,751	3.4 %
<u>Resources</u>				
Operating Revenue	1,165,069	1,493,599	1,358,857	(9.0)%
DRA Gaming for Debt Abatement	56,456	22,600	22,200	(1.8)%
Canine & 1948 Stylemaster Trust	58	76	59	(22.4)%
Total Resources	1,221,583	1,516,275	1,381,116	(8.9)%
Property Tax Support	14,962,936	16,635,368	17,396,635	761,267
Percent Increase (Decrease)				4.6 %
<b>Personnel - Authorized FTE</b>	<b>123.66</b>	<b>125.75</b>	<b>125.75</b>	

**Improvement Package Summary****1 of 1**

This improvement package is to conduct a building and space study. The Dubuque Law Enforcement Center was built in 1971 and currently houses both the Dubuque Police Department and the Dubuque County Sheriff's Office. The City of Dubuque is currently leasing space through maintenance agreements and cost/space sharing.

In 1971, both departments had only half the employees they have today. The Dubuque Police Department currently has shared office spaces for command staff, offices in the basement, only four work stations for use by over 50 patrol officers, and technology and equipment in areas that are not designed for their storage or use. Additionally, there is no place to take community members for private conversations, as the only place in 770 Iowa Street is also a designated break room/conference room. Simply, there is no room to expand. In the meantime, to help alleviate the problem, the school resource officers have moved to the Federal Building, and the Emergency Communications Center is moving out of the Police Station.

The Police Department was not included in a recent city building/space study, as the department is not in a city-owned building. The request of \$50,000 is to conduct a building and space study with no recurring costs.

This improvement package aligns with the City Council's goal of Financially Responsible, High-Performance City Organization: Sustainable, Equitable, and Effective Service Delivery.

Related Cost: \$ 50,000 Tax Funds Non-Recurring **Recommend - No**  
Net Cost: \$ 50,000  
Property Tax Impact: \$ 0.0197 0.22%  
Sub-Activity: Staff Services

### Significant Line Items

#### **Employee Expense**

1. FY 2025 employee expense reflects a 5.00% wage package increase for non-represented employees, which includes the Chief of Police, Assistant Chief, Captains and Lieutenants. The collective bargaining agreement for Dubuque Police Protective Association expires June 30, 2024 and is currently being negotiated.
2. In December 2023, city council approved raises starting in January 2024 (FY 2024) for Lieutenants, Captains, the Assistant Chief and the Police Chief. These employees are not part of bargaining sworn members. Historically, wage increases for these positions have been less than the increases for bargaining members. This has resulted a wage compression between sworn bargaining personnel and sworn non-bargaining personnel. City Manager recommendation approved by council was to increase wages by 5% for Lieutenants, Captains and the Assistant Chief and 6% for the Police Chief.
3. The Iowa Public Employee Retirement System (IPERS) City contribution of 9.44% is unchanged from FY 2024. The employee contribution of 6.29% is unchanged from FY 2024.
4. Fire and Police retirement rates in FY 2025 decreased from 22.98% to 22.66% or a decrease of (1.39)%; a savings of \$34,052. The history of the change in rates is as follows:

Fiscal Year	Previous Rate	New Rate	% Change	\$ Change
2015	30.12 %	30.41 %	0.96%	\$ 21,410
2016	30.41 %	27.77 %	-8.68%	\$ -206,580
2017	27.77 %	25.92 %	-6.66%	\$ -146,181
2018	25.92 %	25.68 %	-0.93%	\$ -19,457
2019	25.68 %	26.02 %	+1.32%	\$ 28,508
2020	26.02 %	24.41 %	-6.19%	\$ -140,017
2021	24.41 %	25.31 %	3.69%	\$ 79,590
2022	25.31 %	26.18 %	3.44%	\$ 79,373
2023	26.18 %	23.90 %	-8.71%	\$ -214,276
2024	23.90 %	22.98 %	-3.85%	\$ -91,863
2025	22.98 %	22.66 %	-1.39%	\$ -34,052

5. The City portion of health insurance expense is unchanged from \$1,119 in FY 2024 to \$1,119 in FY 2025 per month, per contract, which results in an annual cost unchanged of \$— or 0.0%.

FISCAL YEAR JULY 1, 2024 - JUNE 30, 2025

ADOPTION OF BUDGET AND CERTIFICATION OF CITY TAXES

The City of : DUBUQUE County Name: DUBUQUE COUNTY

Adopted On: (entered upon adoption) Resolution: (entered upon adoption)

The below-signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages.

Attached is Long Term Debt Schedule Form 703 which lists any and all of the debt service obligations of the City.

		With Gas & Electric		Without Gas & Electric	City Number: 31-288 Last Official Census: 59,667
Regular	2a	2,837,887,310	2b	2,768,051,830	
DEBT SERVICE	3a	3,480,398,093	3b	3,410,562,613	
Ag Land	4a	3,420,763			

Consolidated General Fund Levy Calculation				
	CGFL Max Rate	CGFL Max Dollars	Non-TIF Taxable w/ G&E	Taxable Growth %
FY 2024 Budget Data	8.10000	21,744,505	2,684,506,784	5.71
	Limitation Percentage			
	2			
	CGFL Max Rate	CGFL Max Dollars	Revenue Growth %	
Max Allowed CGFL for FY 2025	7.94118	22,536,174	3.64	

TAXES LEVIED									
Code Sec.	Dollar Limit	Purpose	ENTER FIRE DISTRICT RATE BELOW			(A) Request with Utility Replacement	(B) Property Taxes Levied		(C) Rate
384.1	7.94118	Consolidated General Fund			5	22,536,174	21,981,598	43	7.94118
		Non-Voted Other Permissible Levies							
384.12(1)	0.95000	Opr & Maint publicly owned Transit			7	1,961,488	1,913,222	45	0.69118
384.12(2)	0.27000	Aviation Authority (under sec.330A.15)			11		0	49	0.00000
384.12(3)	Amt Nec	Liability, property & self insurance costs			14	1,440,514	1,405,063	52	0.50760
384.12(5)	Amt Nec	Support of a Local Emerg.Mgmt.Comm.			462		0	465	0.00000
		Voted Other Permissible Levies							
28E.22	1.50000	Unified Law Enforcement			24		0	62	0.00000
		Total General Fund Regular Levies (5 thru 24)			25	25,938,176	25,299,883		
384.1	3.00375	Ag Land			26	10,276	10,275	63	3.00375
		Total General Fund Tax Levies (25 + 26)			27	25,948,452	25,310,158		Do Not Add
		Special Revenue Levies							
384.6	Amt Nec	Police & Fire Retirement			29		0		0.00000
	Amt Nec	FICA & IPERS (if general fund at levy limit)			30	1,995,236	1,946,134		0.70307
Rules	Amt Nec	Other Employee Benefits			31		0		0.00000
		Subtotal Employee Benefit Levy (29,30,31)			32	1,995,236	1,946,134	65	0.70307
			Valuation						
386	As Req	With Gas & Elec		Without Gas & Elec					
	SSMID 1 (A)	0 (B)		0	34		0	66	0.00000
	SSMID 2 (A)	0 (B)		0	35		0	67	0.00000
	SSMID 3 (A)	0 (B)		0	36		0	68	0.00000
	SSMID 4 (A)	0 (B)		0	37		0	69	0.00000
	SSMID 5 (A)	0 (B)		0	555		0	565	0.00000
	SSMID 6 (A)	0 (B)		0	556		0	566	0.00000
	SSMID 7 (A)	0 (B)		0	1177		0	1179	0.00000
	SSMID 8 (A)	0 (B)		0	1185		0	1187	0.00000
		Total Special Revenue Levies			39	1,995,236	1,946,134		
384.4	Amt Nec	Debt Service Levy 76.10(6)			40	290,069	284,236	70	0.08334
384.7	0.67500	Capital Projects (Capital Improv. Reserve)			41		0	71	0.00000
		Total Property Taxes (27+39+40+41)			42	28,233,757	27,540,528	72	9.92637

COUNTY AUDITOR - I certify the budget is in compliance with ALL the following: Budgets that DO NOT meet ALL the criteria below are not statutorily compliant & must be returned to the city for correction.

( City Representative )

( Date )

( County Auditor )

( Date )

**CITY NAME:** NOTICE OF PUBLIC HEARING - CITY OF DUBUQUE - PROPOSED PROPERTY TAX LEVY  
**DUBUQUE** Fiscal Year July 1, 2024 - June 30, 2025

**CITY #:** 31-288

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

**Meeting Date:** 3/25/2024 **Meeting Time:** 06:30 PM **Meeting Location:** City Council Chambers, 350 W 6th St.

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After the hearing of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)  
<https://www.cityofdubuque.org/85/Budget>

City Telephone Number  
 (563) 589-4398

Iowa Department of Management	Current Year Property Tax	Certified 2023 - 2024	Budget Year Tax	Effective Property 2024 - 2025	Budget Year Tax	Proposed 2024 - 2025	Property
Taxable Valuations for Non-Debt Service		2,613,397,595		2,768,051,830		2,768,051,830	
Consolidated General Fund		21,168,521		21,168,521		21,981,598	
Operation & Maintenance of Public Transit		1,507,120		1,507,120		1,913,222	
Aviation Authority		0		0		0	
Liability, Property & Self Insurance		558,274		558,274		1,405,063	
Support of Local Emergency Mgmt. Comm.		0		0		0	
Unified Law Enforcement		0		0		0	
Police & Fire Retirement		0		0		0	
FICA & IPERS (If at General Fund Limit)		2,387,496		2,387,496		1,946,134	
Other Employee Benefits		0		0		0	
Capital Projects (Capital Improv. Reserve)		0		0		0	
Taxable Value for Debt Service		3,055,076,501		3,410,562,613		3,410,562,613	
Debt Service		297,809		297,809		284,236	
CITY REGULAR TOTAL PROPERTY TAX		25,919,220		25,919,220		27,530,253	
CITY REGULAR TAX RATE		9.90135		9.34344		9.92637	
Taxable Value for City Ag Land		3,392,501		3,420,763		3,420,763	
Ag Land		10,190		10,190		10,275	
CITY AG LAND TAX RATE		3.00368		2.97887		3.00375	
<b>Tax Rate Comparison-Current VS. Proposed</b>							
Residential property with an Actual/Assessed Value of \$100,000	<b>Current Year 2023/2024</b>		<b>Budget Year 2024/2025</b>		<b>Percent Change</b>		
City Regular Residential	541		460		-14.97		
Commercial property with an Actual/Assessed Value of \$100,000	<b>Current Year 2023/2024</b>		<b>Budget Year 2024/2025</b>		<b>Percent Change</b>		
City Regular Commercial	541		460		-14.97		

Note: Actual/Assessed Valuation is multiplied by a Rollback Percentage to get to the Taxable Valuation to calculate Property Taxes. Residential and Commercial properties have the same Rollback Percentage at \$100,000 Actual/Assessed Valuation.

**Reasons for tax increase if proposed exceeds the current:**

The City of Dubuque has experienced increased cost in insurance including workers compensation, general liability, and property insurance. In addition, increased cost in equipment replacements, employee expense, utility expense, and overall supplies and services have been projected.

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	TOTAL GOVERNMENT	PROPRIETARY	GRAND TOTAL
<b>Annual Report FY 2023</b>									
Beginning Fund Balance July 1	1	63,822,668	14,817,025	9,945,410	99,825	102,973	126,136,757	30,037,412	156,174,169
Actual Revenues Except Beg Balance	2	83,955,514	23,202,855	14,405,101	9,266,591	4,363	153,754,371	56,955,218	210,709,589
Actual Expenditures Except End Balance	3	82,707,568	23,249,714	9,023,495	9,319,077	3,641	154,726,639	56,136,829	210,863,468
Ending Fund Balance June 30	4	65,070,614	14,770,166	15,327,016	47,339	103,695	125,164,489	30,855,801	156,020,290
<b>Re-Estimated FY 2024</b>									
Beginning Fund Balance	5	65,070,614	14,770,166	15,327,016	47,339	103,695	125,164,489	30,855,801	156,020,290
Re-Est Revenues	6	88,828,440	28,614,504	12,775,380	18,606,919	4,797	238,333,293	104,643,615	342,976,908
Re-Est Expenditures	7	124,741,295	42,730,315	23,252,286	18,587,807	4,000	321,727,283	105,008,391	426,735,674
Ending Fund Balance	8	29,157,759	654,355	4,850,110	66,451	104,492	41,770,499	30,491,025	72,261,524
<b>Budget FY 2025</b>									
Beginning Fund Balance	9	29,157,759	654,355	4,850,110	66,451	104,492	41,770,499	30,491,025	72,261,524
Revenues	10	94,719,759	22,543,294	18,754,577	13,597,492	7,540	199,473,663	89,462,113	288,935,776
Expenditures	11	96,323,338	23,106,793	17,232,026	13,597,492	4,000	206,338,062	97,621,480	303,959,542
Ending Fund Balance	12	27,554,180	90,856	6,372,661	66,451	108,032	34,906,100	22,331,658	57,237,758

LOCAL EMC SUPPORT

City Name: DUBUQUE  
Fiscal Year July 1, 2024 - June 30, 2025

As provided in Iowa Code Section 384.12, subsection 22, a city may levy the amount necessary in support of a local Emergency Management Commission. In addition to this individual levy, Emergency Management Commission support may also be included as part of the General Fund Levy. Iowa Code Section 29C.17, subsection 5 states that any support from cities or counties must be separately reported on tax statements issued by the county treasurer. Input the amount of General Fund Levy request to be used for support of an Emergency Management Commission. The total below will reflect the total amount of Emergency Management Commission support provided by the City.

	Request with Utility Replacement	Property Taxes Levied
Portion of General Fund Levy Used for Emerg. Mgmt. Comm.	110,400	107,683
Support of a Local Emerg.Mgmt.Comm.	0	0
TOTAL FOR FY 2025	110,400	107,683

City Name: DUBUQUE  
Fiscal Year July 1, 2023 - June 30, 2024

GOVERNMENT ACTIVITIES CONT.	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2024	ACTUAL 2023
<b>PUBLIC SAFETY</b>									
Police Department/Crime Prevention	1 19,891,928	76						19,892,004	16,128,622
Jail	2							0	0
Emergency Management	3 2,202,272							2,202,272	1,673,137
Flood Control	4 180,858							180,858	215,580
Fire Department	5 12,356,354							12,356,354	11,751,095
Ambulance	6 2,880,975							2,880,975	3,095,833
Building Inspections	7 1,224,639							1,224,639	1,061,573
Miscellaneous Protective Services	8							0	0
Animal Control	9 505,292							505,292	413,797
Other Public Safety	10							0	0
TOTAL (lines 1 - 10)	11 39,242,318	76				0		39,242,394	34,339,637
<b>PUBLIC WORKS</b>									
Roads, Bridges, & Sidewalks	12 929,764	6,341,077						7,270,841	5,771,327
Parking - Meter and Off-Street	13							0	0
Street Lighting	14 481,461	787,500						1,268,961	1,116,935
Traffic Control and Safety	15 555,687	413,144						968,831	437,295
Snow Removal	16	2,066,948						2,066,948	1,627,770
Highway Engineering	17							0	0
Street Cleaning	18	775,689						775,689	615,426
Airport (if not Enterprise)	19 4,929,238							4,929,238	5,152,603
Garbage (if not Enterprise)	20							0	0
Other Public Works	21 728,316							728,316	535,556
TOTAL (lines 12 - 21)	22 7,624,466	10,384,358				0		18,008,824	15,256,912
<b>HEALTH &amp; SOCIAL SERVICES</b>									
Welfare Assistance	23							0	0
City Hospital	24							0	0
Payments to Private Hospitals	25							0	0
Health Regulation and Inspection	26 576,596							576,596	402,013
Water, Air, and Mosquito Control	27							0	0
Community Mental Health	28							0	0
Other Health and Social Services	29 736,653							736,653	590,656
TOTAL (lines 23 - 29)	30 1,313,249	0				0		1,313,249	992,669
<b>CULTURE &amp; RECREATION</b>									
Library Services	31 4,246,604	85,711						4,332,315	3,936,367
Museum, Band and Theater	32							0	0
Parks	33 4,809,511	214,523				4,000		5,028,034	4,052,456
Recreation	34 5,826,517	136,030						5,962,547	3,788,674
Cemetery	35							0	0
Community Center, Zoo, & Marina	36 954,898							954,898	1,317,826
Other Culture and Recreation	37 3,560,194							3,560,194	2,519,225
TOTAL (lines 31 - 37)	38 19,397,724	436,264				4,000		19,837,988	15,614,548

City Name: DUBUQUE  
Fiscal Year July 1, 2023 - June 30, 2024

GOVERNMENT ACTIVITIES CONT.	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2024	ACTUAL 2023
<b>COMMUNITY &amp; ECONOMIC DEVELOPMENT</b>									
Community Beautification	39 1,525,719	9,710						1,535,429	387,955
Economic Development	40 4,080,253							4,080,253	2,826,683
Housing and Urban Renewal	41 1,113,745	8,751,629						9,865,374	9,639,481
Planning & Zoning	42 1,169,646							1,169,646	925,837
Other Com & Econ Development	43							0	0
TIF Rebates	44	2,878,546						2,878,546	2,642,724
TOTAL (lines 39 - 44)	45 7,889,363	11,639,885	0			0		19,529,248	16,422,680
<b>GENERAL GOVERNMENT</b>									
Mayor, Council, & City Manager	46 2,395,228							2,395,228	1,933,065
Clerk, Treasurer, & Finance Adm.	47 5,351,172							5,351,172	4,162,722
Elections	48							0	0
Legal Services & City Attorney	49 1,201,005							1,201,005	1,033,318
City Hall & General Buildings	50 1,528,768							1,528,768	1,186,969
Tort Liability	51							0	0
Other General Government	52 4,544,003	755,293						5,299,296	3,907,043
TOTAL (lines 46 - 52)	53 15,020,176	755,293	0			0		15,775,469	12,223,117
<b>DEBT SERVICE</b>									
Gov Capital Projects	55 16,673,302	14,743,932		10,626,553	104,141,829			10,626,553	9,319,077
TIF Capital Projects	56							0	0
TOTAL CAPITAL PROJECTS	57 16,673,302	14,743,932	0		104,141,829	0		135,559,063	31,542,154
TOTAL Governmental Activities Expenditures (lines 11+22+30+38+44+52+53+54)	58 107,160,598	37,959,808	0	10,626,553	104,141,829	4,000		259,892,788	135,710,794
<b>BUSINESS TYPE ACTIVITIES Proprietary: Enterprise &amp; Budgeted ISF</b>									
Water Utility	59						12,366,297	12,366,297	6,447,637
Sewer Utility	60						16,653,094	16,653,094	6,929,117
Electric Utility	61							0	0
Gas Utility	62							0	0
Airport	63							0	0
Landfill/Garbage	64						16,799,250	16,799,250	4,236,760
Transit	65						4,744,830	4,744,830	3,905,716
Cable TV, Internet & Telephone	66							0	0
Housing Authority	67							0	0
Storm Water Utility	68						6,553,288	6,553,288	1,620,615
Other Business Type (city hosp., ISF, parking, etc.)	69						10,352,460	10,352,460	5,027,278
Enterprise DEBT SERVICE	70							0	13,713,211
Enterprise CAPITAL PROJECTS	71						26,298,792	26,298,792	6,551,571
Enterprise TIF CAPITAL PROJECTS	72							0	0
TOTAL BUSINESS TYPE EXPENDITURES (lines 59+72)	73						93,768,011	93,768,011	48,431,905
TOTAL ALL EXPENDITURES (lines 58+73)	74 107,160,598	37,959,808	0	10,626,553	104,141,829	4,000	93,768,011	353,660,799	184,142,699
Regular Transfers Out	75 17,580,697	4,770,507		7,961,254	8,269,751		11,240,380	49,822,589	20,339,998
Internal TIF Loan Transfers Out	76		23,252,286					23,252,286	6,380,771
Total ALL Transfers Out	77 17,580,697	4,770,507	23,252,286	7,961,254	8,269,751	0	11,240,380	73,074,875	26,720,769
Total Expenditures and Other Fin Uses (lines 74+77)	78 124,741,295	42,730,315	23,252,286	18,587,807	112,411,580	4,000	105,008,391	426,735,674	210,863,468
Ending Fund Balance June 30	79 29,157,759	654,355	4,850,110	66,451	6,937,332	104,492	30,491,025	72,261,524	156,020,290

RE-ESTIMATED REVENUES DETAIL

City Name: DUBUQUE  
Fiscal Year July 1, 2023 - June 30, 2024

REVENUES & OTHER FINANCING SOURCES		GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2024	ACTUAL 2023
Taxes Levied on Property	1	23,876,283	2,452,469		304,738				26,633,490	26,221,156
Less: Uncollected Property Taxes - Levy Year	2								0	0
Net Current Property Taxes (line 1 minus line 2)	3	23,876,283	2,452,469		304,738	0			26,633,490	26,221,156
Delinquent Property Taxes	4								0	9,639
TIF Revenues	5			12,193,208					12,193,208	12,802,251
Other City Taxes:										
Utility Tax Replacement Excise Taxes	6								0	0
Utility franchise tax (Iowa Code Chapter 364.2)	7	5,672,186	537,590						6,209,776	7,057,265
Parimutuel wager tax	8								0	8,325
Gaming wager tax	9	643,819							643,819	605,937
Mobile Home Taxes	10	54,477	5,716		566				60,759	59,198
Hotel/Motel Taxes	11	2,925,996							2,925,996	3,067,602
Other Local Option Taxes	12	6,264,403				6,464,403			12,728,806	12,200,394
Subtotal - Other City Taxes (lines 6 thru 12)	13	15,560,881	543,306		566	6,464,403			22,569,156	22,998,721
Licenses & Permits	14	2,113,885						1783296	3,897,181	3,765,150
Use of Money & Property	15	16,315,678	711,184	281,068	300,844	4,000	4,797	681,417	18,298,988	18,862,137
Intergovernmental:										
Federal Grants & Reimbursements	16	3,069,309	13,558,463			32,245,877		4,186,601	53,060,250	16,432,966
Road Use Taxes	17		8,430,000						8,430,000	8,210,851
Other State Grants & Reimbursements	18	1,984,738	743,516	301,104	8,588	5,303,278		532,765	8,873,989	14,751,024
Local Grants & Reimbursements	19	1,151,189				144,583			1,295,772	1,470,138
Subtotal - Intergovernmental (lines 16 thru 19)	20	6,205,236	22,731,979	301,104	8,588	37,693,738		4,719,366	71,660,011	40,864,979
Charges for Fees & Service:										
Water Utility	21							11,591,357	11,591,357	10,485,175
Sewer Utility	22							16,227,839	16,227,839	14,803,092
Electric Utility	23								0	0
Gas Utility	24								0	0
Parking	25							772,727	772,727	726,233
Airport	26								0	212,146
Landfill/Garbage	27							5,299,739	5,299,739	4,732,902
Hospital	28								0	0
Transit	29							392,550	392,550	360,561
Cable TV, Internet & Telephone	30								0	0
Housing Authority	31								0	0
Storm Water Utility	32							5,716,444	5,716,444	5,506,719
Other Fees & Charges for Service	33	5,866,458	104,646					15,701	5,986,805	5,160,259
Subtotal - Charges for Service (lines 21 thru 33)	34	5,866,458	104,646		0	0	0	40,016,357	45,987,461	41,987,087
Special Assessments	35		115,000						115,000	235,024
Miscellaneous	36	7,030,670	171,169			2,815,501		6,585,756	16,603,096	14,591,524
Other Financing Sources:										
Regular Operating Transfers In	37	11,122,016	1,251,582		7,339,620	15,242,034		14,867,337	49,822,589	20,339,998
Internal TIF Loan Transfers In	38	663,638	353,169		2,691,309	16,761,945		2,782,225	23,252,286	6,380,771
Subtotal ALL Operating Transfers In	39	11,785,654	1,604,751	0	10,030,929	32,003,979	0	17,649,562	73,074,875	26,720,769
Proceeds of Debt (Excluding TIF Internal Borrowing)	40				7,961,254	10,521,632		33,207,861	51,690,747	1,651,152
Proceeds of Capital Asset Sales	41		180,000						253,695	0
Subtotal-Other Financing Sources (lines 36 thru 38)	42	11,859,349	1,784,751	0	17,992,183	42,525,611	0	50,857,423	125,019,317	28,371,921
Total Revenues except for beginning fund balance (lines 3, 4, 5, 12, 13, 14, 19, 33, 34, 35, & 39)	43	88,828,440	28,614,504	12,775,380	18,606,919	89,503,253	4,797	104,643,615	342,976,908	210,709,589
Beginning Fund Balance July 1	44	65,070,614	14,770,166	15,327,016	47,339	29,845,659	103,695	30,855,801	156,020,290	156,174,169
TOTAL REVENUES & BEGIN BALANCE (lines 41+42)	45	153,899,054	43,384,670	28,102,396	18,654,258	119,348,912	108,492	135,499,416	498,997,198	366,883,758

City Name: DUBUQUE  
Fiscal Year July 1, 2024 - June 30, 2025

GOVERNMENT ACTIVITIES	GENERAL	SPECIAL REVENUES	TIF/SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2025	RE-ESTIMATED 2024	ACTUAL 2023
<b>PUBLIC SAFETY</b>										
Police Department/Crime Prevention	1 18,805,492	59						18,805,551	19,892,004	16,128,622
Jail	2							0	0	0
Emergency Management	3 2,387,017							2,387,017	2,202,272	1,673,137
Flood Control	4 211,285							211,285	180,858	215,580
Fire Department	5 14,440,521							14,440,521	12,356,354	11,751,095
Ambulance	6 2,427,448							2,427,448	2,880,975	3,095,833
Building Inspections	7 961,730							961,730	1,224,639	1,061,573
Miscellaneous Protective Services	8							0	0	0
Animal Control	9 528,410							528,410	505,292	413,797
Other Public Safety	10							0	0	0
TOTAL (lines 1 - 10)	11 39,761,903	59				0		39,761,962	39,242,394	34,339,637
<b>PUBLIC WORKS</b>										
Roads, Bridges, & Sidewalks	12 2,095,062	4,626,938						6,722,000	7,270,841	5,771,327
Parking - Meter and Off-Street	13							0	0	0
Street Lighting	14 441,003	837,081						1,278,084	1,268,961	1,116,935
Traffic Control and Safety	15 278,950	8,354						287,304	968,831	437,295
Snow Removal	16	1,896,726						1,896,726	2,066,948	1,627,770
Highway Engineering	17							0	0	0
Street Cleaning	18	831,158						831,158	775,689	615,426
Airport	19 5,345,463							5,345,463	4,929,238	5,152,603
Garbage (if not Enterprise)	20							0	0	0
Other Public Works	21 353,791							353,791	728,316	535,556
TOTAL (lines 12 - 21)	22 8,514,269	8,200,257				0		16,714,526	18,008,824	15,256,912
<b>HEALTH &amp; SOCIAL SERVICES</b>										
Welfare Assistance	23							0	0	0
City Hospital	24							0	0	0
Payments to Private Hospitals	25							0	0	0
Health Regulation and Inspection	26 788,986							788,986	576,596	402,013
Water, Air, and Mosquito Control	27							0	0	0
Community Mental Health	28							0	0	0
Other Health and Social Services	29 462,747							462,747	736,653	590,656
TOTAL (lines 23 - 29)	30 1,251,733	0				0		1,251,733	1,313,249	992,669
<b>CULTURE &amp; RECREATION</b>										
Library Services	31 4,455,159	30,097						4,485,256	4,332,315	3,936,367
Museum, Band and Theater	32							0	0	0
Parks	33 4,572,287	19,384				4,000		4,595,671	5,028,034	4,052,456
Recreation	34 3,513,182	132,754						3,645,936	5,962,547	3,788,674
Cemetery	35							0	0	0
Community Center, Zoo, & Marina	36 3,618,253							3,618,253	954,898	1,317,826
Other Culture and Recreation	37 1,725,518							1,725,518	3,560,194	2,519,225
TOTAL (lines 31 - 37)	38 17,884,399	182,235				4,000		18,070,634	19,837,988	15,614,548

City Name: DUBUQUE  
Fiscal Year July 1, 2024 - June 30, 2025

GOVERNMENT ACTIVITIES	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2025	RE-ESTIMATED 2024	ACTUAL 2023
<b>COMMUNITY &amp; ECONOMIC DEVELOPMENT</b>										
Community Beautification	39 511,683							511,683	1,535,429	387,955
Economic Development	40 3,091,429		2,880,121					5,971,550	4,080,253	2,826,683
Housing and Urban Renewal	41 1,474,329	8,600,921						10,075,250	9,865,374	9,639,481
Planning & Zoning	42 1,041,458	8,710						1,050,168	1,169,646	925,837
Other Com & Econ Development	43 100,000							100,000	0	0
TIF Rebates	44							0	2,878,546	2,642,724
TOTAL (lines 39 - 44)	45 6,218,899	8,609,631	2,880,121			0		17,708,651	19,529,248	16,422,680
<b>GENERAL GOVERNMENT</b>										
Mayor, Council, & City Manager	46 4,500,559	842,555						5,343,114	2,395,228	1,933,065
Clerk, Treasurer, & Finance Adm.	47 5,093,292							5,093,292	5,351,172	4,162,722
Elections	48							0	0	0
Legal Services & City Attorney	49 1,106,218							1,106,218	1,201,005	1,033,318
City Hall & General Buildings	50 1,503,471							1,503,471	1,528,768	1,186,969
Tort Liability	51							0	0	0
Other General Government	52 2,698,188							2,698,188	5,299,296	3,907,043
TOTAL (lines 46 - 52)	53 14,901,728	842,555		0		0		15,744,283	15,775,469	12,223,117
<b>DEBT SERVICE</b>										
Gov Capital Projects	54			13,597,492				13,597,492	10,626,553	9,319,077
TIF Capital Projects	55 3,060,000	2,912,559			24,414,831			30,387,390	135,559,063	31,542,154
TOTAL CAPITAL PROJECTS	56				24,209,106			24,209,106	0	0
TOTAL Government Activities Expenditures (lines 11+22+38+45+53+54+57)	57 3,060,000	2,912,559	0		48,623,937	0		54,596,496	135,559,063	31,542,154
<b>BUSINESS TYPE ACTIVITIES</b>										
Proprietary: Enterprise & Budgeted ISF										
Water Utility	59							7,488,725	12,366,297	6,447,637
Sewer Utility	60							8,508,574	16,653,094	6,929,117
Electric Utility	61							0	0	0
Gas Utility	62							0	0	0
Airport	63							0	0	0
Landfill/Garbage	64							8,268,269	16,799,250	4,236,760
Transit	65							4,758,495	4,744,830	3,905,716
Cable TV, Internet & Telephone	66							0	0	0
Housing Authority	67							0	0	0
Storm Water Utility	68							2,137,935	6,553,288	1,620,615
Other Business Type (city hosp., ISF, parking, etc.)	69							7,655,060	10,352,460	5,027,278
Enterprise DEBT SERVICE	70							13,181,689	0	13,713,211
Enterprise CAPITAL PROJECTS	71							34,157,329	26,298,792	6,551,571
Enterprise TIF CAPITAL PROJECTS	72							0	0	0
TOTAL Business Type Expenditures (lines 59 - 72)	73							86,156,076	93,768,011	48,431,905
TOTAL ALL EXPENDITURES (lines 58 + 73)	74 91,592,931	20,747,296	2,880,121	13,597,492	48,623,937	4,000		263,601,853	353,660,799	184,142,699
Regular Transfers Out	75 4,730,407	2,359,497			7,450,476			26,005,784	49,822,589	20,339,998
Internal TIF Loan / Repayment Transfers Out	76		14,351,905					14,351,905	23,252,286	6,380,771
Total ALL Transfers Out	77 4,730,407	2,359,497	14,351,905	0	7,450,476	0		40,357,689	73,074,875	26,720,769
Total Expenditures & Fund Transfers Out (lines 74+77)	78 96,323,338	23,106,793	17,232,026	13,597,492	56,074,413	4,000		303,959,542	426,735,674	210,863,468
Ending Fund Balance June 30	79 27,554,180	90,856	6,372,661	66,451	713,920	108,032		57,237,758	72,261,524	156,020,290

REVENUES DETAIL

City Name: DUBUQUE  
Fiscal Year July 1, 2024 - June 30, 2025

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2025	RE-ESTIMATED 2024	ACTUAL 2023
<b>REVENUES &amp; OTHER FINANCING SOURCES</b>										
Taxes Levied on Property	1 25,310,158	1,946,134		284,236	0			27,540,528	26,633,490	26,221,156
Less: Uncollected Property Taxes - Levy Year	2							0	0	0
Net Current Property Taxes (line 1 minus line 2)	3 25,310,158	1,946,134		284,236	0			27,540,528	26,633,490	26,221,156
Delinquent Property Taxes	4							0	0	9,639
TIF Revenues	5		17,907,459					17,907,459	12,193,208	12,802,251
Other City Taxes:										
Utility Tax Replacement Excise Taxes	6 638,293	49,102		5,833	0			693,228	0	0
Utility franchise tax (Iowa Code Chapter 364.2)	7 6,903,981	508,342						7,412,323	6,209,776	7,057,265
Parimutuel wager tax	8							0	0	8,325
Gaming wager tax	9 657,500							657,500	643,819	605,937
Mobile Home Taxes	10 53,986	5,068		144				59,198	60,759	59,198
Hotel/Motel Taxes	11 3,376,383							3,376,383	2,925,996	3,067,602
Other Local Option Taxes	12 6,463,758				6,463,758			12,927,516	12,728,806	12,200,394
Subtotal - Other City Taxes (lines 6 thru 12)	13 18,093,901	562,512		5,977	6,463,758			25,126,148	22,569,156	22,998,721
Licenses & Permits	14 2,248,922						126475	2,375,397	3,897,181	3,765,150
Use of Money & Property	15 17,625,981	198,851	596,198	300,844	4,000	7,293	409,917	19,143,084	18,298,988	18,862,137
Intergovernmental:										
Federal Grants & Reimbursements	16 703,006	10,683,827			13,399,418		1,888,139	26,674,390	53,060,250	16,432,966
Road Use Taxes	17	8,430,000						8,430,000	8,430,000	8,210,851
Other State Grants & Reimbursements	18 4,053,528	332,135	250,920	6,625	6,760,726		352,876	11,756,810	8,873,989	14,751,024
Local Grants & Reimbursements	19 3,040,057						22,218	3,062,275	1,295,772	1,470,138
Subtotal - Intergovernmental (lines 16 thru 19)	20 7,796,591	19,445,962	250,920	6,625	20,160,144		2,263,233	49,923,475	71,660,011	40,864,979
Charges for Fees & Service:										
Water Utility	21						12,039,750	12,039,750	11,591,357	10,485,175
Sewer Utility	22						17,896,989	17,896,989	16,227,839	14,803,092
Electric Utility	23							0	0	0
Gas Utility	24							0	0	0
Parking	25									
Airport	26									
Landfill/Garbage	27						11,097,507	11,097,507	5,299,739	4,732,902
Hospital	28							0	0	0
Transit	29						475,412	475,412	392,550	360,561
Cable TV, Internet & Telephone	30							0	0	0
Housing Authority	31							0	0	0
Storm Water Utility	32						6,663,313	6,663,313	5,716,444	5,506,719
Other Fees & Charges for Service	33 7,794,376	47,545			77,615		131,942	8,051,478	5,986,805	5,160,259
Subtotal - Charges for Service (lines 21 thru 33)	34 7,794,376	47,545	0	0	77,615	0	50,719,349	58,638,885	45,987,461	41,987,087
Special Assessments	35	3,000						3,000	115,000	235,024
Miscellaneous	36 2,584,184	129,046			215,000	247	6,867,282	9,795,759	16,603,096	14,591,524
Other Financing Sources:										
Regular Operating Transfers In	37 12,609,950	152,744		7,599,990	415,000		5,228,100	26,005,784	49,822,589	20,339,998
Internal TIF Loan Transfers In	38 592,588	57,500		5,399,820	7,698,217		603,780	14,351,905	23,252,286	6,380,771
Subtotal ALL Operating Transfers In	39 13,202,538	210,244	0	12,999,810	8,113,217	0	5,831,880	40,357,689	73,074,875	26,720,769
Proceeds of Debt (Excluding TIF Internal Borrowing)	40				14,817,267		23,243,977	38,061,244	51,690,747	1,651,152
Proceeds of Capital Asset Sales	41 63,108							63,108	253,695	0
Subtotal-Other Financing Sources (lines 38 thru 40)	42 13,265,646	210,244	0	12,999,810	22,930,484	0	29,075,857	78,482,041	125,019,317	28,371,921
Total Revenues except for beginning fund balance (lines 3, 4, 5, 13, 14, 15, 20, 34, 35, 36, & 41)	43 94,719,759	22,543,294	18,754,577	13,597,492	49,851,001	7,540	89,462,113	288,935,776	342,976,908	210,709,589
Beginning Fund Balance July 1	44 29,157,759	654,355	4,850,110	66,451	6,937,332	104,492	30,491,025	72,261,524	156,020,290	156,174,169
TOTAL REVENUES & BEGIN BALANCE (lines 42+43)	45 123,877,518	23,197,649	23,604,687	13,663,943	56,788,333	112,032	119,953,138	361,197,300	498,997,198	366,883,758

ADOPTED BUDGET SUMMARY

City Name: DUBUQUE  
Fiscal Year July 1, 2024 - June 30, 2025

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2025	RE-ESTIMATED 2024	ACTUAL 2023
<b>Revenues &amp; Other Financing Sources</b>										
Taxes Levied on Property	1 25,310,158	1,946,134		284,236	0			27,540,528	26,633,490	26,221,156
Less: Uncollected Property Taxes-Levy Year	2 0	0		0	0			0	0	0
Net Current Property Taxes	3 25,310,158	1,946,134		284,236	0			27,540,528	26,633,490	26,221,156
Delinquent Property Taxes	4 0	0		0	0			0	0	9,639
TIF Revenues	5		17,907,459					17,907,459	12,193,208	12,802,251
Other City Taxes	6 18,093,901	562,512		5,977	6,463,758			25,126,148	22,569,156	22,998,721
Licenses & Permits	7 2,248,922	0					126,475	2,375,397	3,897,181	3,765,150
Use of Money and Property	8 17,625,981	198,851	596,198	300,844	4,000	7,293	409,917	19,143,084	18,298,988	18,862,137
Intergovernmental	9 7,796,591	19,445,962	250,920	6,625	20,160,144		2,263,233	49,923,475	71,660,011	40,864,979
Charges for Fees & Service	10 7,794,376	47,545		0	77,615	0	50,719,349	58,638,885	45,987,461	41,987,087
Special Assessments	11 0	3,000		0	0		0	3,000	115,000	235,024
Miscellaneous	12 2,584,184	129,046		0	215,000	247	6,867,282	9,795,759	16,603,096	14,591,524
Sub-Total Revenues	13 81,454,113	22,333,050	18,754,577	597,682	26,920,517	7,540	60,386,256	210,453,735	217,957,591	182,337,668
<b>Other Financing Sources:</b>										
<b>Total Transfers In</b>	14 13,202,538	210,244	0	12,999,810	8,113,217	0	5,831,880	40,357,689	73,074,875	26,720,769
Proceeds of Debt	15 0	0	0	0	14,817,267		23,243,977	38,061,244	51,690,747	1,651,152
Proceeds of Capital Asset Sales	16 63,108	0	0	0	0	0	0	63,108	253,695	0
<b>Total Revenues and Other Sources</b>	17 94,719,759	22,543,294	18,754,577	13,597,492	49,851,001	7,540	89,462,113	288,935,776	342,976,908	210,709,589
<b>Expenditures &amp; Other Financing Uses</b>										
Public Safety	18 39,761,903	59	0					39,761,962	39,242,394	34,339,637
Public Works	19 8,514,269	8,200,257	0			0		16,714,526	18,008,824	15,256,912
Health and Social Services	20 1,251,733	0	0			0		1,251,733	1,313,249	992,669
Culture and Recreation	21 17,884,399	182,235	0			4,000		18,070,634	19,837,988	15,614,548
Community and Economic Development	22 6,218,899	8,609,631	2,880,121			0		17,708,651	19,529,248	16,422,680
General Government	23 14,901,728	842,555	0			0		15,744,283	15,775,469	12,223,117
Debt Service	24 0	0	0	13,597,492		0		13,597,492	10,626,553	9,319,077
Capital Projects	25 3,060,000	2,912,559	0		48,623,937	0		54,596,496	135,559,063	31,542,154
<b>Total Government Activities Expenditures</b>	26 91,592,931	20,747,296	2,880,121	13,597,492	48,623,937	4,000		177,445,777	259,892,788	135,710,794
Business Type Proprietary: Enterprise & ISF	27						86,156,076	86,156,076	93,768,011	48,431,905
<b>Total Gov &amp; Bus Type Expenditures</b>	28 91,592,931	20,747,296	2,880,121	13,597,492	48,623,937	4,000	86,156,076	263,601,853	353,660,799	184,142,699
<b>Total Transfers Out</b>	29 4,730,407	2,359,497	14,351,905	0	7,450,476	0	11,465,404	40,357,689	73,074,875	26,720,769
Total ALL Expenditures/Fund Transfers Out	30 96,323,338	23,106,793	17,232,026	13,597,492	56,074,413	4,000	97,621,480	303,959,542	426,735,674	210,863,468
Excess Revenues & Other Sources Over	31									
(Under) Expenditures/Transfers Out	32 -1,603,579	-563,499	1,522,551	0	-6,223,412	3,540	-8,159,367	-15,023,766	-83,758,766	-153,879
<b>Beginning Fund Balance July 1</b>	33 29,157,759	654,355	4,850,110	66,451	6,937,332	104,492	30,491,025	72,261,524	156,020,290	156,174,169
<b>Ending Fund Balance June 30</b>	34 27,554,180	90,856	6,372,661	66,451	713,920	108,032	22,331,658	57,237,758	72,261,524	156,020,290

LONG TERM DEBT SCHEDULE - LT DEBT1

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
Stormwater Sales Tax Revenue - GO	1 7,190,000	GO	159-14	1,125,000	275,500	1,400,500			1,400,500	0
Franchise Fee Settlement Judgment Bond - Debt Service Levy	2 2,830,000	GO	89-16	145,000	53,906	198,906				198,906
DICW Expansion - Non-Taxable Refunding	3 3,175,000	GO	91-16	0	0	0	0	0		0
GDTIF Kepharts Building Refunding	4 200,000	GO	91-16	0	0	0	0	0		0
GDTIF Library Renovation Refunding	5 1,275,000	GO	91-16	0	0	0	0	0		0
Stormwater Refunding	6 6,270,000	GO	91-16	440,000	36,000	476,000			476,000	0
Park Ham House - Sales Tax 20%	7 200,668	GO	93-16	9,988	3,672	13,660			13,660	0
Building Federal Building Roof - Sales Tax 20%	8 268,405	GO	93-16	13,359	4,911	18,270			18,270	0
Airport New Terminal Roads/Parking Sales Tax 20%	9 635,927	GO	93-16	31,652	11,636	43,288			43,288	0
Water System Improvements	10 635,000	GO	93-16	30,000	11,688	41,688			41,688	0
Sanitary Sewer Improvements	11 2,405,000	GO	93-16	120,000	44,006	164,006			164,006	0
Streetslight Replacement Refunding -ST	12 4,900	GO	119-17	400	75	475			475	0
Building Smart Meters Refunding	13 45,400	GO	119-17	4,000	678	4,678			4,678	0
Solid Waste Collection Refunding	14 51,300	GO	119-17	4,500	768	5,268			5,268	0
Park Water System Study Refunding	15 60,000	GO	119-17	5,300	738	6,038			6,038	0
Fire Ambulance Replacement	16 230,000	GO	119-17	20,000	3,600	23,600			23,600	0
Street Fiber/Sidewalk/Lights Refunding RUT	17 258,600	GO	119-17	22,800	3,870	26,670			26,670	0
Airport Improvements Refunding	18 282,200	GO	119-17	24,800	4,218	29,018			29,018	0
Public works Equip Refunding	19 392,000	GO	119-17	34,500	5,862	40,362			40,362	0
Sanitary Improvements Refunding	20 660,000	GO	119-17	50,000	10,200	60,200			60,200	0
Fire Truck Refunding - Debt Service Levy	21 951,500	GO	119-17	83,700	14,232	97,932			6,769	91,163
Stormwater Improvements Refunding	22 2,015,000	GO	119-17	165,000	30,000	195,000			195,000	0
DICW North Siegert Refunding	23 1,285,000	GO	121-17	115,000	17,850	132,850			132,850	0
GDTIF Millwork District Refunding	24 2,080,000	GO	121-17	165,000	32,250	197,250			197,250	0
Parking Central Ave Ramp Refunding	25 6,380,000	GO	121-17	560,000	89,700	649,700			649,700	0
GDTIF Downtown Housing Refunding	26 2,120,000	GO	123-17	170,000	36,805	206,805			206,805	0
Solid Waste Collection	27 27,447	GO	80-18	2,082	488	2,570			2,570	0
Parking Iowa Street Ramp Improvements	28 45,515	GO	80-18	3,453	809	4,262			4,262	0
Transit Radio Replacement - FY18	29 95,000	GO	80-18	9,268	1,182	10,450			10,450	0
Public Works Radio Replacement - FY18	30 110,000	GO	80-18	10,732	1,368	12,100			12,100	0
TOTALS				3,365,534	696,012	4,061,546	0	0	3,771,477	290,069

LONG TERM DEBT SCHEDULE - LT DEBT2

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
Street Southwest Arterial	31 771,557	GO	80-18	58,537	13,708	72,245			72,245	0
Sanitary Sewer Improvements	32 1,030,009	GO	80-18	78,146	18,300	96,446			96,446	0
Water System Improvements	33 1,155,930	GO	80-18	87,700	20,536	108,236			108,236	0
Stormwater Improvements	34 1,714,542	GO	80-18	130,081	30,460	160,541			160,541	0
DICW Expansion - South Siebert Farm	35 239,534	GO	82-18	32,176	2,070	34,246			34,246	0
Parking Port of Dubuque Ramp	36 373,553	GO	82-18	50,179	3,228	53,407			53,407	0
Building 18th Street Improv Sales Tax 20%	37 391,913	GO	82-18	52,645	3,386	56,031			56,031	0
Transit Midtown Transfers - FY19	38 216,125	GO	215-19		6,484	6,484			6,484	0
Fire Structural Repairs 5&6/Quick Pump FY19	39 448,875	GO	215-19		13,466	13,466			13,466	0
GDTIF Colts Building Renovation	40 1,575,000	GO	215-19	75,000	41,100	116,100			116,100	0
Civic Center Chair Platform Section 3 - FY19	41 59,340	GO	218-19	7,590	683	8,273			8,273	0
Building - Conf Center Energy Improv - FY19	42 187,136	GO	218-19	23,936	2,154	26,090			26,090	0
Park Skate Park FY19	43 613,524	GO	218-19	78,474	7,063	85,537			85,537	0
Library Improvements ST 20%	44 39,408	GO	222-19	5,110	1,046	6,156			6,156	0
Park Improvements ST20%	45 47,290	GO	222-19	6,132	1,255	7,387			7,387	0
Street FEMA land buyout Gaming	46 64,901	GO	222-19	8,468	1,733	10,201			10,201	0
E911 Tower Relocation ST 20%	47 141,869	GO	222-19	18,396	3,765	22,161			22,161	0
Fire Station #4 Improvements Gaming	48 188,054	GO	222-19	20,732	4,243	24,975			24,975	0
Parking Locust Ramp Security Cameras	49 126,054	GO	222-19	9,733	1,992	11,725			11,725	0
Building City Hall Brickwork ST 20%	50 236,448	GO	222-19	30,660	6,275	36,935			36,935	0
Civic Center Improvements ST20%	51 323,146	GO	222-19	41,902	8,576	50,478			50,478	0
Stormwater Improvements	52 290,796	GO	222-19	19,467	3,984	23,451			23,451	0
DICW Expansion - South Siebert Farm Non Taxable	53 305,359	GO	222-19	24,333	4,980	29,313			29,313	0
Sanitary Sewer Improvements	54 1,124,412	GO	222-19	82,733	16,932	99,665			99,665	0
Water System Improvements	55 1,323,107	GO	222-19	97,333	19,920	117,253			117,253	0
Recreation Improvements - ST20%	56 4,082	GO	222-19	0	0	0			0	0
Airport New terminal Furnishings ST20 Refund 2014B	57 25,000	GO	156-21	5,049	203	5,252			5,252	0
Airport ST20 10 Yr Refunding 2014B	58 28,182	GO	156-21	7,151	143	7,294			7,294	0
Airport Terminal Utility Improv - PFC Refund 2014B	59 490,000	GO	156-21	35,000	7,700	42,700			42,700	0
Building ST20 10YR Refunding 2014B	60 87,596	GO	156-21	22,227	445	22,672			22,672	0
TOTALS				4,474,424	941,842	5,416,266	0	0	5,126,197	290,069

LONG TERM DEBT SCHEDULE - LT DEBT3

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
DICW Expansion Consult Refund 2012H	61 95,580	GO	156-21	8,142	1,430	9,572			9,572	0
DICW Chavenelle Road FY21 Nontaxable	62 1,265,000	GO	156-21	60,000	23,100	83,100			83,100	0
Finance General Ledger Software FY21	63 244,239	GO	156-21	10,648	4,326	14,974			14,974	0
Fire Ladder/Pumper/HVAC FY21	64 810,150	GO	156-21	35,320	14,349	49,669			49,669	0
Fire Station #2 ST20 10 yr Refund 2014B	65 91,227	GO	156-21	23,149	463	23,612			23,612	0
Fire Station #2 ST20 20yr Refund 2014B	66 85,217	GO	156-21	5,096	1,481	6,577			6,577	0
GDTIF 7thST/2-Way conversion 2012B Refund	67 3,204,576	GO	156-21	307,847	46,585	354,432			354,432	0
GDTIF Intermodal 2012A refund	68 2,545,000	GO	156-21	240,000	36,900	276,900			276,900	0
GDTIF Parks Jackson/Clock nontaxable FY21	69 535,000	GO	156-21		10,700	10,700			10,700	0
GDTIF 2014B Refunding	70 155,000	GO	156-21	10,000	2,500	12,500			12,500	0
GDTIF 5th St Restroom/MFC 2012H Refunding	71 1,254,420	GO	156-21	106,858	18,770	125,628			125,628	0
Library Improvements Sales Tax 20% Ref 2012E	72 84,526	GO	156-21	14,156	858	15,014			15,014	0
Park Imp Sales tax 20% Ref 2012E	73 22,136	GO	156-21	0	0	0				0
Park Imp ST20 10 yr Refund 2014B	74 35,046	GO	156-21	8,893	178	9,071			9,071	0
Park Imp ST20 20yr Refund 2014B	75 124,780	GO	156-21	7,462	2,168	9,630			9,630	0
Park Improvements - Gaming refunding 2012E	76 44,400	GO	156-21	0	0	0				0
Parking Improvements Refunding 2014B	77 125,000	GO	156-21	10,000	1,900	11,900			11,900	0
Police CAD Software - Gaming Refunding 2014B	78 160,000	GO	156-21	20,000	2,200	22,200			22,200	0
Police Software Replacement Refunding 2012E	79 75,600	GO	156-21	0	0	0				0
PW Curb Ramp/Engineering Street Improv Ref 2014B	80 885,000	GO	156-21	65,000	14,200	79,200			79,200	0
PW Equipment ST30 Ref 2014B	81 45,000	GO	156-21	0	0	0				0
Rec Improvements ST20% Refunding 2012E	82 7,572	GO	156-21	1,082	88	1,170			1,170	0
Recreation ST20 10 Yr Refunding 2014B	83 51,545	GO	156-21	13,078	262	13,340			13,340	0
Sanitary Forecmain Refunding 2012E	84 376,122	GO	156-21	33,031	5,519	38,550			38,550	0
Sanitary Sewer Improvements Refunding 2014B	85 4,390,000	GO	156-21	315,000	69,500	384,500			384,500	0
Stormwater Improvements Refunding 2012B	86 1,115,424	GO	156-21	107,153	16,215	123,368			123,368	0
Stormwater Improvements Refunding 2012E	87 77,131	GO	156-21	6,774	1,132	7,906			7,906	0
Street Southwest Arterial - Refunding 2012E	88 827,747	GO	156-21	67,486	12,877	80,363			80,363	0
Transit ST20 10 Yr Refunding 2014B	89 11,407	GO	156-21	2,895	58	2,953			2,953	0
Transit Vehicle Replacement - FY21	90 780,609	GO	156-21	34,032	13,826	47,858			47,858	0
TOTALS				5,987,526	1,243,427	7,230,953	0	0	6,940,884	290,069

LONG TERM DEBT SCHEDULE - LT DEBT4

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
Water Improv Refunding 2012E	369,768	GO	156-21	32,473	5,426	37,899			37,899	0
Water System Improvements Refunding 2014B	7,470,000	GO	156-21	535,000	118,300	653,300			653,300	0
Parking Improvements Taxable Refunding 2014C	220,000	GO	158-21	15,000	3,500	18,500			18,500	0
DICW Refund 2014C Taxable	1,145,000	GO	158-21	85,000	18,200	103,200			103,200	0
Airport Improv - PFC Refunding 2012C	1,353,033	GO	158-21	118,332	20,334	138,666			138,666	0
DICW Refund 2014C Taxable	2,498,375	GO	158-21	218,500	37,548	256,048			256,048	0
GDTIF 2014C Taxable Refunding	5,385,000	GO	158-21	390,000	85,500	475,500			475,500	0
GDTIF Eng Dock Expansion FY21	409,833	GO	158-21	28,593	7,657	36,250			36,250	0
GDTIF DT Parking Ramp FY21	880,167	GO	158-21	61,407	16,443	77,850			77,850	0
GDTIF Wash Neigh Refunding 2012C Taxable	493,592	GO	158-21	43,168	7,418	50,586			50,586	0
Stormwater Upper Bee Branch & Sponsor SRF GO	22,138,000	GO	92-21	1,227,000	248,806	1,475,806			1,475,806	0
GDTIF MCIC/ADA ED Refunding 2012F	140,000	GO	158-21	0	0	0				0
Airport Improv - Sales Tax Refunding 20212C	10,000	GO	158-21	0	0	0				0
Building Conference Center Improv Sales Tax 20%	25,076	GO	222-19	0	0	0				0
Iowa Finance Authority Caradco Loan	4,500,000	NON-GO	211-10	226,314	74,530	300,844			300,844	0
Port of Dubuque Parking Ramp (GDTIF)	23,025,000	NON-GO	487-07	785,000	1,226,250	2,011,250			2,011,250	0
Parking Bricktown Parking Lot	400,000	NON-GO		0	0	0				0
Sanitary Northfork Catfish Improvements SRF	912,000	NON-GO		52,000	10,953	62,953			62,953	0
Sanitary Water & Resource Recovery Upgrade SRF	74,285,000	NON-GO		2,747,000	950,039	3,697,039			3,697,039	0
Sanitary WRRC Cogeneration SRF	3,048,000	NON-GO		156,000	30,440	186,440			186,440	0
Sanitary Kerper Boulevard & Sponsor SRF	2,763,000	NON-GO		129,000	19,114	148,114			148,114	0
Sanitary Projects Planning FY21 SRF	1,770,000	NON-GO		75,788	34,276	110,064			110,064	0
Stormwater Lower Bee Branch Restoration SRF	7,850,000	NON-GO		240,000	173,452	413,452			413,452	0
Stormwater Lower Bee Branch SRF Estimated	1,029,000	NON-GO		17,000	3,360	20,360			20,360	0
Stormwater Northfork Catfish Improvement SRF	800,000	NON-GO		45,000	9,588	54,588			54,588	0
Stormwater Sales Tax Increment Revenue Bond NA	20,800,000	NON-GO		2,150,000	618,968	2,768,968			2,768,968	0
Stormwater Upper Bee Branch RR SRF	16,382,000	NON-GO		730,000	272,060	1,002,060			1,002,060	0
Stormwater West 32nd Detention Basin SRF	1,847,000	NON-GO		111,000	15,145	126,145			126,145	0
Water Roosevelt Water Tower SRF	4,400,000	NON-GO		196,000	73,080	269,080			269,080	0
Water CIWA Purchase & Improvements	10,198,000	NON-GO		521,000	152,960	673,960			673,960	0
TOTALS				16,923,101	5,476,774	22,399,875	0	0	22,109,806	290,069

LONG TERM DEBT SCHEDULE - LT DEBT5

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
Water Clear Well Reservoirs SRF	121 915,000	NON-GO		55,000	4,640	59,640			59,640	0
Water Meter Change Out Program SRF	122 6,394,000	NON-GO		349,000	87,587	436,587			436,587	0
Water Webber Extension	123 1,570,000	NON-GO		67,224	30,403	97,627			97,627	0
Water System Improvements & Ext Refunding	124 3,505,000	NON-GO		380,000	48,700	428,700			428,700	0
Sanitary Granger Creek & Force Main sRF P&D	125 465,000	NON-GO		19,910	9,005	28,915			28,915	0
Sanitary 42" force main WQFP Loan	126 1,950,000	NON-GO		89,000	18,620	107,620			107,620	0
DICW Webber Property	127 5,500,000	GO	207-22	95,000	234,513	329,513			329,513	0
Finance General Ledger Software	128 420,457	GO	205-22	18,710	17,016	35,726			35,726	0
Fire ladder/Pumper/Ambulance	129 1,924,543	GO	205-22	81,290	73,928	155,218			155,218	0
GDTIF Docks/Five Flags AC	130 745,000	GO	207-22	30,000	31,668	61,668			61,668	0
GDTIF Downtown Parking Ramp	131 975,000	GO	207-22	40,000	41,453	81,453			81,453	0
Building 2nd Floor Engine House #1 - Sales Tax 20%	132 207,113	GO	235-23	6,821	9,902	16,723			16,723	0
Fire HVAC Headquarters Sales Tax 20%	133 188,576	GO	235-23	6,211	9,016	15,227			15,227	0
GDTIF Central/Parking Ramp/Five Flags	134 1,080,000	GO	235-23	35,000	51,683	86,683			86,683	0
Rec Ice Center Settling Remediation/Imp Sales Tax 20%	135 4,614,310	GO	235-23	151,968	220,619	372,587			372,587	0
	136	-				0				0
	137	-				0				0
	138	-				0				0
	139	-				0				0
	140	-				0				0
	141	-				0				0
	142	-				0				0
	143	-				0				0
	144	-				0				0
	145	-				0				0
	146	-				0				0
	147	-				0				0
	148	-				0				0
	149	-				0				0
	150	-				0				0
TOTALS				18,348,235	6,365,527	24,713,762	0	0	24,423,693	290,069

LONG TERM DEBT SCHEDULE - LT DEBT6

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	151	-				0				0
	152	-				0				0
	153	-				0				0
	154	-				0				0
	155	-				0				0
	156	-				0				0
	157	-				0				0
	158	-				0				0
	159	-				0				0
	160	-				0				0
	161	-				0				0
	162	-				0				0
	163	-				0				0
	164	-				0				0
	165	-				0				0
	166	-				0				0
	167	-				0				0
	168	-				0				0
	169	-				0				0
	170	-				0				0
	171	-				0				0
	172	-				0				0
	173	-				0				0
	174	-				0				0
	175	-				0				0
	176	-				0				0
	177	-				0				0
	178	-				0				0
	179	-				0				0
TOTALS				18,348,235	6,365,527	24,713,762	0	0	24,423,693	290,069

LONG TERM DEBT SCHEDULE - LT DEBT7

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	181	-				0				0
	182	-				0				0
	183	-				0				0
	184	-				0				0
	185	-				0				0
	186	-				0				0
	187	-				0				0
	188	-				0				0
	189	-				0				0
	190	-				0				0
	191	-				0				0
	192	-				0				0
	193	-				0				0
	194	-				0				0
	195	-				0				0
	196	-				0				0
	197	-				0				0
	198	-				0				0
	199	-				0				0
	200	-				0				0
	201	-				0				0
	202	-				0				0
	203	-				0				0
	204	-				0				0
	205	-				0				0
	206	-				0				0
	207	-				0				0
	208	-				0				0
	209	-				0				0
TOTALS				18,348,235	6,365,527	24,713,762	0	0	24,423,693	290,069

LONG TERM DEBT SCHEDULE - GRAND TOTALS

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

	Principal Due FY 2025	Interest Due FY 2025	Total Obligation Due FY 2025	Bond Reg./ Paying Agent Fees Due FY 2025	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Sources OTHER THAN Budget Year Debt Service Levy	Amount Paid Budget Year Debt Service Levy
GO - TOTAL	9,206,999	2,502,357	11,709,356	0	0	11,419,287	290,069
NON GO - TOTAL	9,141,236	3,863,170	13,004,406	0	0	13,004,406	0
GRAND - TOTAL	18,348,235	6,365,527	24,713,762	0	0	24,423,693	290,069

**NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET**  
**Fiscal Year July 1, 2024 - June 30, 2025**

**City of: DUBUQUE**

**The City Council will conduct a public hearing on the proposed Budget at: City Council Chambers, 350 W 6th St. Meeting Date: 4/15/2024 Meeting Time: 06:30 PM**

**At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.**

**City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-budget-appeals>.**

**The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.**

The estimated Total tax levy rate per \$1000 valuation on regular property	9.92637
The estimated tax levy rate per \$1000 valuation on Agricultural land is	3.00375

**At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.**

Phone Number  
(563) 589-4398

City Clerk/Finance Officer's NAME  
Jennifer Larson

		<b>Budget FY 2025</b>	<b>Re-estimated FY 2024</b>	<b>Actual FY 2023</b>
<b>Revenues &amp; Other Financing Sources</b>				
Taxes Levied on Property	1	27,540,528	26,633,490	26,221,156
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
<b>Net Current Property Taxes</b>	3	27,540,528	26,633,490	26,221,156
Delinquent Property Taxes	4	0	0	9,639
TIF Revenues	5	17,907,459	12,193,208	12,802,251
Other City Taxes	6	25,126,148	22,569,156	22,998,721
Licenses & Permits	7	2,375,397	3,897,181	3,765,150
Use of Money and Property	8	19,143,084	18,298,988	18,862,137
Intergovernmental	9	49,923,475	71,660,011	40,864,979
Charges for Fees & Service	10	58,638,885	45,987,461	41,987,087
Special Assessments	11	3,000	115,000	235,024
Miscellaneous	12	9,795,759	16,603,096	14,591,524
Other Financing Sources	13	38,124,352	51,944,442	1,651,152
Transfers In	14	40,357,689	73,074,875	26,720,769
<b>Total Revenues and Other Sources</b>	15	288,935,776	342,976,908	210,709,589
<b>Expenditures &amp; Other Financing Uses</b>				
Public Safety	16	39,761,962	39,242,394	34,339,637
Public Works	17	16,714,526	18,008,824	15,256,912
Health and Social Services	18	1,251,733	1,313,249	992,669
Culture and Recreation	19	18,070,634	19,837,988	15,614,548
Community and Economic Development	20	17,708,651	19,529,248	16,422,680
General Government	21	15,744,283	15,775,469	12,223,117
Debt Service	22	13,597,492	10,626,553	9,319,077
Capital Projects	23	54,596,496	135,559,063	31,542,154
<b>Total Government Activities Expenditures</b>	24	177,445,777	259,892,788	135,710,794
Business Type / Enterprises	25	86,156,076	93,768,011	48,431,905
<b>Total ALL Expenditures</b>	26	263,601,853	353,660,799	184,142,699
Transfers Out	27	40,357,689	73,074,875	26,720,769
Total ALL Expenditures/Transfers Out	28	303,959,542	426,735,674	210,863,468
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out</b>	29	-15,023,766	-83,758,766	-153,879
Beginning Fund Balance July 1	30	72,261,524	156,020,290	156,174,169
<b>Ending Fund Balance June 30</b>	31	57,237,758	72,261,524	156,020,290

FISCAL YEAR JULY 1, 2024 - JUNE 30, 2025  
ADOPTION OF BUDGET AND CERTIFICATION OF CITY TAXES

The City of : DUBUQUE County Name: DUBUQUE COUNTY

Adopted On: (entered upon adoption) Resolution: (entered upon adoption)

The below-signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages.

Attached is Long Term Debt Schedule Form 703 which lists any and all of the debt service obligations of the City.

		With Gas & Electric		Without Gas & Electric	
Regular	2a	2,837,887,310	2b	2,768,051,830	
DEBT SERVICE	3a	3,480,398,093	3b	3,410,562,613	
Ag Land	4a	3,420,763			
					City Number: 31-288 Last Official Census: 59,667

Consolidated General Fund Levy Calculation

	CGFL Max Rate	CGFL Max Dollars	Non-TIF Taxable w/ G&E	Taxable Growth %
FY 2024 Budget Data	8.10000	21,744,505	2,684,506,784	5.71
	Limitation Percentage			
	2			
	CGFL Max Rate	CGFL Max Dollars	Revenue Growth %	
Max Allowed CGFL for FY 2025	7.94118	22,536,174	3.64	

TAXES LEVIED

Code Sec.	Dollar Limit	Purpose	ENTER FIRE DISTRICT RATE BELOW			(A) Request with Utility Replacement	(B) Property Taxes Levied		(C) Rate
384.1	7.94118	Consolidated General Fund			5	22,536,174	21,981,598	43	7.94118
		Non-Voted Other Permissible Levies							
384.12(1)	0.95000	Opr & Maint publicly owned Transit			7	1,961,488	1,913,222	45	0.69118
384.12(2)	0.27000	Aviation Authority (under sec.330A.15)			11		0	49	0.00000
384.12(3)	Amt Nec	Liability, property & self insurance costs			14	1,440,514	1,405,063	52	0.50760
384.12(5)	Amt Nec	Support of a Local Emerg.Mgmt.Comm.			462		0	465	0.00000
		Voted Other Permissible Levies							
28E.22	1.50000	Unified Law Enforcement			24		0	62	0.00000
		Total General Fund Regular Levies (5 thru 24)			25	25,938,176	25,299,883		
384.1	3.00375	Ag Land			26	10,276	10,275	63	3.00375
		Total General Fund Tax Levies (25 + 26)			27	25,948,452	25,310,158		Do Not Add
		Special Revenue Levies							
384.6	Amt Nec	Police & Fire Retirement			29		0		0.00000
	Amt Nec	FICA & IPERS (if general fund at levy limit)			30	1,995,236	1,946,134		0.70307
Rules	Amt Nec	Other Employee Benefits			31		0		0.00000
		Subtotal Employee Benefit Levy (29,30,31)			32	1,995,236	1,946,134	65	0.70307
			Valuation						
386	As Req	With Gas & Elec		Without Gas & Elec					
	SSMID 1 (A)	0 (B)		0	34		0	66	0.00000
	SSMID 2 (A)	0 (B)		0	35		0	67	0.00000
	SSMID 3 (A)	0 (B)		0	36		0	68	0.00000
	SSMID 4 (A)	0 (B)		0	37		0	69	0.00000
	SSMID 5 (A)	0 (B)		0	555		0	565	0.00000
	SSMID 6 (A)	0 (B)		0	556		0	566	0.00000
	SSMID 7 (A)	0 (B)		0	1177		0	1179	0.00000
	SSMID 8 (A)	0 (B)		0	1185		0	1187	0.00000
		Total Special Revenue Levies			39	1,995,236	1,946,134		
384.4	Amt Nec	Debt Service Levy 76.10(6)			40	290,069	284,236	70	0.08334
384.7	0.67500	Capital Projects (Capital Improv. Reserve)			41		0	71	0.00000
		Total Property Taxes (27+39+40+41)			42	28,233,757	27,540,528	72	9.92637

COUNTY AUDITOR - I certify the budget is in compliance with ALL the following: Budgets that DO NOT meet ALL the criteria below are not statutorily compliant & must be returned to the city for correction.

( City Representative )

( Date )

( County Auditor )

( Date )

Prepared by Finance Department; Address: City Hall, 50 W. 13<sup>th</sup> Street; Telephone: 589-4398

**RESOLUTION NO. -24**

**ADOPTING THE CITY OF DUBUQUE FISCAL YEAR 2025 ANNUAL BUDGET**

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

Section 1. That the annual budget for the fiscal year ending June 30, 2025, as set forth in the Adoption of Budget and Certification of Taxes and supporting state budget forms showing the revenue estimates and appropriation expenditures and allocations to programs and activities for said fiscal year, is adopted as amended.

Section 2. The Chief Financial Officer is directed to make the filings required by law.

Passed, approved and adopted this 15<sup>th</sup> day of April 2024.

---

Brad M. Cavanagh, Mayor

Attest:

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Adrienne N. Breitfelder, City Clerk

**RESOLUTION NO. -24**

**ADOPTING THE CITY OF DUBUQUE FIVE YEAR CAPITAL IMPROVEMENT PROGRAM**

WHEREAS, a recommended five-year Capital Improvement Program for the period beginning July 1, 2024, and ending June 30, 2029, for the City of Dubuque has been prepared and submitted to the City Council; and

WHEREAS, the five-year Capital Improvement Program describes specific capital improvement projects, provides estimated costs for those projects, proposes sources of funds for each of them, and schedules the year during which each project will be undertaken; and

WHEREAS, the capital improvement projects for the first year are included in the Fiscal Year 2025 budget for the City of Dubuque; and

WHEREAS, the five-year Capital Improvement Program will be reconsidered annually by the City Council and appropriately revised; and

WHEREAS, the adoption of the five-year Capital Improvement Program is a prudent measure to provide continuity of programs and is in the best 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 five-year Capital Improvement Program for the period beginning July 1, 2024, set out in the Fiscal Year 2025-2029 Recommended Capital Improvement Budget, is hereby approved and adopted as allocation of City resources for capital improvements as scheduled in the years shown, subject to annual review and revision.

Passed, approved and adopted this 15<sup>th</sup> day of April 2024.

---

Brad M. Cavanagh, Mayor

Attest:

---

Adrienne N. Breitfelder, City Clerk

Trish Gleason

**From:** noreply@civicplus.com  
**Sent:** Friday, December 22, 2023 2:49 AM  
**To:** Jenny Larson; Joe Link; Robyn Hosch  
**Subject:** Online Form Submittal: Fiscal Year 2024 Budget Input

Caution! This message was sent from outside your organization. Never give your login information and password over email! [Block sender](#)

Fiscal Year 2024 Budget Input

*City staff are asking Dubuque residents and stakeholders to provide their input as they prepare the City’s operating and capital improvement program budgets for fiscal year (FY) 2024, which begins July 1, 2023, and ends on June 30, 2024. Submitted input will be reviewed by staff and will assist in the development of a recommended FY2024 budget. The City Council will consider the recommended budget and the public will have additional opportunities to offer input during eight public meetings in March. The City’s operating budget (day-to-day costs of providing city services) is around \$177 million and the capital budget, which includes major projects and improvements, is approximately \$86 million.*

What ideas do you have for the City's FY2024 Budget beginning on July 1, 2023?	The Amtrak get back to Dubuque. It shouldn't have left honestly. This could open Dubuque's tourism to bigger surrounding cities such as Chicago, Davenport, Wisconsin again- and maybe even go as far as Los Angeles. The Airport has not been as successful or affordable over time. This gives people a more affordable travel option across the board
First Name	Robert
Last Name	Bennett
Street Address	1636 Jackson St
City	Dubuque
State	IA
Zip	52001

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

Trish Gleason

**From:** noreply@civicplus.com  
**Sent:** Sunday, March 24, 2024 7:16 PM  
**To:** Jenny Larson; Joe Link; Robyn Hosch  
**Subject:** Online Form Submittal: Fiscal Year 2025 Budget Input

This sender is trusted.

Fiscal Year 2025 Budget Input

*City staff are asking Dubuque residents and stakeholders to provide their input as they prepare the City’s operating and capital improvement program budgets for fiscal year (FY) 2025, which begins July 1, 2024, and ends on June 30, 2025.*

*Submitted input will be reviewed by staff and will assist in the development of a recommended FY2025 budget. The City Council will consider the recommended budget and the public will have additional opportunities to offer input during eight public meetings in March.*

*The City’s operating budget (day-to-day costs of providing city services) is around \$172 million and the capital budget, which includes major projects and improvements, is approximately \$86 million.*

What ideas do you have for the City's FY2025 Budget beginning on July 1, 2024?	As a resident and property owner of Dubuque, I am passionate about enhancing our city's infrastructure and community activities. I strongly advocate for an increase in taxes to support initiatives such as prioritizing funding for subsidized housing, expanding green spaces, implementing recycling carts, enhancing the composting program, and investing in arts and culture. I believe these improvements are vital for the well-being and prosperity of our community. As a property owner, I am fully committed to supporting this initiative and am willing and happy to contribute more taxes for the betterment of our city's amenities.
--	---

First Name	Annie
Last Name	Flanagan
Street Address	335 N Booth St
City	Dubuque

State	IA
Zip	52001
Attachment(s):	<i>Field not completed.</i>

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Trish Gleason

**From:** noreply@civicplus.com  
**Sent:** Thursday, March 7, 2024 9:39 AM  
**To:** Jenny Larson; Joe Link; Robyn Hosch  
**Subject:** Online Form Submittal: Fiscal Year 2025 Budget Input

This sender is trusted.

## Fiscal Year 2025 Budget Input

*City staff are asking Dubuque residents and stakeholders to provide their input as they prepare the City’s operating and capital improvement program budgets for fiscal year (FY) 2025, which begins July 1, 2024, and ends on June 30, 2025.*

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What ideas do you have for the City's FY2025 Budget beginning on July 1, 2024?	
THIS IS A STAFF TEST	
First Name	Joe
Last Name	Link
Street Address	50 W. 13th St
City	Dubuque
State	IA
Zip	52001

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## Trish Gleason

---

**From:** noreply@civicplus.com  
**Sent:** Thursday, January 25, 2024 7:03 PM  
**To:** Jenny Larson; Joe Link; Robyn Hosch  
**Subject:** Online Form Submittal: Fiscal Year 2025 Budget Input

This sender is trusted.

### Fiscal Year 2025 Budget Input

*City staff are asking Dubuque residents and stakeholders to provide their input as they prepare the City's operating and capital improvement program budgets for fiscal year (FY) 2025, which begins July 1, 2024, and ends on June 30, 2025.*

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*The City's operating budget (day-to-day costs of providing city services) is around \$172 million and the capital budget, which includes major projects and improvements, is approximately \$86 million.*

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What ideas do you have for the City's FY2025 Budget beginning on July 1, 2024? I think we need to improve on slow plowing more inspectors

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First Name	Danielle
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Last Name	Taylor
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Street Address	90 main st
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City	Dubuque
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State	Iowa
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Zip	52001
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Trish Gleason

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**From:** noreply@civicplus.com  
**Sent:** Friday, January 5, 2024 4:12 PM  
**To:** Jenny Larson; Joe Link; Robyn Hosch  
**Subject:** Online Form Submittal: Fiscal Year 2025 Budget Input

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## Fiscal Year 2025 Budget Input

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*The City's operating budget (day-to-day costs of providing city services) is around \$172 million and the capital budget, which includes major projects and improvements, is approximately \$86 million.*

---

What ideas do you have for the City's FY2025 Budget beginning on July 1, 2024?

Build low-cost rental units.

---

First Name frank

---

Last Name belcastro

---

Street Address 285 north grandview avenue

---

City dubuque

---

State IA

---

Zip 52001-6327

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## Trish Gleason

---

**From:** noreply@civicplus.com  
**Sent:** Friday, January 5, 2024 3:26 PM  
**To:** Jenny Larson; Joe Link; Robyn Hosch  
**Subject:** Online Form Submittal: Fiscal Year 2025 Budget Input

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### Fiscal Year 2025 Budget Input

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*The City's operating budget (day-to-day costs of providing city services) is around \$172 million and the capital budget, which includes major projects and improvements, is approximately \$86 million.*

---

What ideas do you have for the City's FY2025 Budget beginning on July 1, 2024?

I feel city needs to provide for more rental inspectors. Too many landlords do not give a D about their tenants. .My husband and I owned a 4 plex several years ago. We did many improvements as our building was built in late 1800s. So many rental areas are old and need more work on them. However, I see others that are not so old not well maintained. many persons who rent may be elderly on have no money to buy. I feel we need to take care of our citizens not the business owners that are caring.

---

First Name	Shirley
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Last Name	A Healy
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Street Address	3895 Short St.
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City	DUBUQUE
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State	Dubuque
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---

Zip

52002

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Trish Gleason

**From:** noreply@civicplus.com  
**Sent:** Friday, January 5, 2024 10:33 AM  
**To:** Jenny Larson; Joe Link; Robyn Hosch  
**Subject:** Online Form Submittal: Fiscal Year 2025 Budget Input

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## Fiscal Year 2025 Budget Input

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*The City's operating budget (day-to-day costs of providing city services) is around \$172 million and the capital budget, which includes major projects and improvements, is approximately \$86 million.*

What ideas do you have for the City's FY2025 Budget beginning on July 1, 2024?	Please add two or more housing inspectors to the city's budget. It has been made clear that the city of Dubuque can not maintain the standards in housing and protections for renters without adding two more positions.
--	--

First Name	Sandy
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Last Name	Hockenberry
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Street Address	1015 W 3rd Street
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City	Dubuque
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State	IA
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Zip	52001
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Trish Gleason

**From:** noreply@civicplus.com  
**Sent:** Friday, January 5, 2024 9:26 AM  
**To:** Jenny Larson; Joe Link; Robyn Hosch  
**Subject:** Online Form Submittal: Fiscal Year 2025 Budget Input

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## Fiscal Year 2025 Budget Input

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What ideas do you have for the City's FY2025 Budget beginning on July 1, 2024?	More money to rental inspection and inspectors
First Name	Nichollas
Last Name	Zimmerman
Street Address	1193 Highland Place
City	Dubuque
State	IA
Zip	52001

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Trish Gleason

**From:** noreply@civicplus.com  
**Sent:** Friday, January 5, 2024 9:25 AM  
**To:** Jenny Larson; Joe Link; Robyn Hosch  
**Subject:** Online Form Submittal: Fiscal Year 2025 Budget Input

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Fiscal Year 2025 Budget Input

*City staff are asking Dubuque residents and stakeholders to provide their input as they prepare the City’s operating and capital improvement program budgets for fiscal year (FY) 2025, which begins July 1, 2024, and ends on June 30, 2025.*

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*The City’s operating budget (day-to-day costs of providing city services) is around \$172 million and the capital budget, which includes major projects and improvements, is approximately \$86 million.*

What ideas do you have for the City's FY2025 Budget beginning on July 1, 2024?	More money towards rental, inspectors, and more money towards mental health in schools
First Name	MagDahlia
Last Name	Zimmerman
Street Address	1193 Highland Place
City	Dubuque
State	IA
Zip	52001

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Trish Gleason

**From:** noreply@civicplus.com  
**Sent:** Thursday, January 4, 2024 3:24 PM  
**To:** Jenny Larson; Joe Link; Robyn Hosch  
**Subject:** Online Form Submittal: Fiscal Year 2025 Budget Input

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## Fiscal Year 2025 Budget Input

*City staff are asking Dubuque residents and stakeholders to provide their input as they prepare the City’s operating and capital improvement program budgets for fiscal year (FY) 2025, which begins July 1, 2024, and ends on June 30, 2025.*

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*The City’s operating budget (day-to-day costs of providing city services) is around \$172 million and the capital budget, which includes major projects and improvements, is approximately \$86 million.*

What ideas do you have for the City's FY2025 Budget beginning on July 1, 2024?	Dubuque desperately needs more rental inspectors. Increase rental fees to pay for the additional inspectors. Additionally, I would love to see more walkable/bike friendly infrastructure where possible, especially with the amount of reconstruction taking place now and in the near future.
First Name	Larry
Last Name	Zimmerman
Street Address	1193 Highland place
City	Dubuque
State	Iowa
Zip	52001



Trish Gleason

**From:** noreply@civicplus.com  
**Sent:** Thursday, January 4, 2024 2:17 PM  
**To:** Jenny Larson; Joe Link; Robyn Hosch  
**Subject:** Online Form Submittal: Fiscal Year 2025 Budget Input

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## Fiscal Year 2025 Budget Input

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*The City’s operating budget (day-to-day costs of providing city services) is around \$172 million and the capital budget, which includes major projects and improvements, is approximately \$86 million.*

What ideas do you have for the City's FY2025 Budget beginning on July 1, 2024?	I would like two additional inspectors to address inspection shortfalls, and I want them to increase rental licensing fees before billings go out in February to pay for those two inspectors.
First Name	Marilyn
Last Name	Gorun
Street Address	3113 Pasadena Ct Unit 32
City	Dubuque
State	Iowa
Zip	52001-0845

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Trish Gleason

**From:** noreply@civicplus.com  
**Sent:** Wednesday, January 3, 2024 10:54 AM  
**To:** Jenny Larson; Joe Link; Robyn Hosch  
**Subject:** Online Form Submittal: Fiscal Year 2025 Budget Input

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Fiscal Year 2025 Budget Input

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*The City’s operating budget (day-to-day costs of providing city services) is around \$172 million and the capital budget, which includes major projects and improvements, is approximately \$86 million.*

What ideas do you have for the City's FY2025 Budget beginning on July 1, 2024?	As a citizen concerned about safe and healthy rental housing, I encourage you to increase rental licensing fees enough to pay for two more housing inspectors. I believe this will make is more in line with Iowa cities of a similar size and allow us to shorten our inspection cycle. Thank you!
First Name	Sue
Last Name	McTaggart
Street Address	1163 Highland Place
City	Dubuque
State	IA
Zip	52001

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## Trish Gleason

---

**From:** noreply@civicplus.com  
**Sent:** Tuesday, January 2, 2024 11:25 PM  
**To:** Jenny Larson; Joe Link; Robyn Hosch  
**Subject:** Online Form Submittal: Fiscal Year 2025 Budget Input

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### Fiscal Year 2025 Budget Input

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*The City's operating budget (day-to-day costs of providing city services) is around \$172 million and the capital budget, which includes major projects and improvements, is approximately \$86 million.*

---

What ideas do you have for the City's FY2025 Budget beginning on July 1, 2024?

I urge the City of Dubuque to hire at least two more housing inspectors, increasing rental licensing fees to cover the cost if necessary. Dubuque needs more frequent inspections to meet current and future needs, as is done in other comparable Iowa cities.  
Thank you in advance for considering this for the FY2025 budget.

---

First Name

Evelyn

---

Last Name

Nadeau

---

Street Address

663 Fenelon Pl.

---

City

Dubuque

---

State

IA

---

Zip

52001

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Trish Gleason

**From:** noreply@civicplus.com  
**Sent:** Tuesday, January 2, 2024 5:53 PM  
**To:** Jenny Larson; Joe Link; Robyn Hosch  
**Subject:** Online Form Submittal: Fiscal Year 2025 Budget Input

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## Fiscal Year 2025 Budget Input

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*The City’s operating budget (day-to-day costs of providing city services) is around \$172 million and the capital budget, which includes major projects and improvements, is approximately \$86 million.*

What ideas do you have for the City's FY2025 Budget beginning on July 1, 2024?	Increase the amount of housing inspectors by 2 full time city employees to get Dubuque rentals up to a livable standard. One way to fund these positions would be by raising licensing fees for landlords.
First Name	Kalee
Last Name	Kerper
Street Address	1717 Kane St APT 43
City	Dubuque
State	IA
Zip	52001

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Trish Gleason

**From:** noreply@civicplus.com  
**Sent:** Thursday, December 21, 2023 2:21 PM  
**To:** Jenny Larson; Joe Link; Robyn Hosch  
**Subject:** Online Form Submittal: Fiscal Year 2025 Budget Input

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Fiscal Year 2025 Budget Input

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*The City’s operating budget (day-to-day costs of providing city services) is around \$172 million and the capital budget, which includes major projects and improvements, is approximately \$86 million.*

What ideas do you have for the City's FY2025 Budget beginning on July 1, 2024?	2 additional housing inspectors to shorten the inspection intervals and improve quality of life for renters. Pay for some of it with increased inspection fees.
First Name	Paul
Last Name	Schultz
Street Address	1040 Carmel Dr
City	Dubuque
State	Iowa
Zip	52003

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Trish Gleason

**From:** noreply@civicplus.com  
**Sent:** Tuesday, December 19, 2023 4:32 PM  
**To:** Jenny Larson; Joe Link; Robyn Hosch  
**Subject:** Online Form Submittal: Fiscal Year 2025 Budget Input

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Fiscal Year 2025 Budget Input

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*The City’s operating budget (day-to-day costs of providing city services) is around \$172 million and the capital budget, which includes major projects and improvements, is approximately \$86 million.*

What ideas do you have for the City's FY2025 Budget beginning on July 1, 2024?	<p>Hire more housing inspectors. Dubuque’s housing is a disgrace and our citizens deserve better.</p> <p>More funding for community health clinics like Crescent which serve our community’s poor and vulnerable (some of the only providers who accept Medicaid). Dubuque needs more access to healthcare for the chronically ill and indigent. Dubuque needs more resources for folks with mental health issues and addiction problems.</p>
First Name	Briana
Last Name	Moss
Street Address	2520 Marywood Drive
City	Dubuque
State	IA

Zip

52001

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Trish Gleason

**From:** noreply@civicplus.com  
**Sent:** Tuesday, December 19, 2023 4:27 PM  
**To:** Jenny Larson; Joe Link; Robyn Hosch  
**Subject:** Online Form Submittal: Fiscal Year 2025 Budget Input

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## Fiscal Year 2025 Budget Input

*City staff are asking Dubuque residents and stakeholders to provide their input as they prepare the City’s operating and capital improvement program budgets for fiscal year (FY) 2025, which begins July 1, 2024, and ends on June 30, 2025.*

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*The City’s operating budget (day-to-day costs of providing city services) is around \$172 million and the capital budget, which includes major projects and improvements, is approximately \$86 million.*

What ideas do you have for the City's FY2025 Budget beginning on July 1, 2024?

Increase city liscensing fees so can hire more city inspectors.

First Name	Veronica
Last Name	McAvoy
Street Address	125 West 9th Street
City	Dubuque
State	Iowa
Zip	52001

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## Trish Gleason

---

**From:** noreply@civicplus.com  
**Sent:** Tuesday, December 19, 2023 4:20 PM  
**To:** Jenny Larson; Joe Link; Robyn Hosch  
**Subject:** Online Form Submittal: Fiscal Year 2025 Budget Input

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### Fiscal Year 2025 Budget Input

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*The City's operating budget (day-to-day costs of providing city services) is around \$172 million and the capital budget, which includes major projects and improvements, is approximately \$86 million.*

What ideas do you have for the City's FY2025 Budget beginning on July 1, 2024?	I am in sympathy with ICC efforts to lend tenants a better reponse to their needs for decent housing. Adding inspectors to keep an eye on situations in need of attention seems like a good idea since 5 years can be a very long time to correct deficiencies.
--	---

First Name	Dorothy
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Last Name	Schwendinger
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Street Address	3390 Windsor
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City	Dubuque
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State	Iowa
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Zip	52001
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**Trish Gleason**

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**From:** noreply@civicplus.com  
**Sent:** Tuesday, November 21, 2023 8:10 PM  
**To:** Jenny Larson; Joe Link; Robyn Hosch  
**Subject:** Online Form Submittal: Fiscal Year 2025 Budget Input

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## Fiscal Year 2025 Budget Input

*City staff are asking Dubuque residents and stakeholders to provide their input as they prepare the City's operating and capital improvement program budgets for fiscal year (FY) 2025, which begins July 1, 2024, and ends on June 30, 2025.*

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*The City's operating budget (day-to-day costs of providing city services) is around \$172 million and the capital budget, which includes major projects and improvements, is approximately \$86 million.*

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What ideas do you have for the City's FY2025 Budget beginning on July 1, 2024?

---

First Name Kimberly

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Last Name Stedwell

---

Street Address 1860 Hale Street

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City Dubuque

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State Iowa

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Zip 52001

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**Trish Gleason**

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**From:** noreply@civicplus.com  
**Sent:** Tuesday, November 21, 2023 9:12 AM  
**To:** Jenny Larson; Joe Link; Robyn Hosch  
**Subject:** Online Form Submittal: Fiscal Year 2025 Budget Input

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## Fiscal Year 2025 Budget Input

*City staff are asking Dubuque residents and stakeholders to provide their input as they prepare the City's operating and capital improvement program budgets for fiscal year (FY) 2025, which begins July 1, 2024, and ends on June 30, 2025.*

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*The City's operating budget (day-to-day costs of providing city services) is around \$172 million and the capital budget, which includes major projects and improvements, is approximately \$86 million.*

---

What ideas do you have for the City's FY2025 Budget beginning on July 1, 2024?

---

First Name Heidi

---

Last Name Zull

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Street Address 1530 Jackson St

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City Dubuque

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State IA

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Zip 52001

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**Trish Gleason**

---

**From:** noreply@civicplus.com  
**Sent:** Saturday, November 11, 2023 9:59 AM  
**To:** Jenny Larson; Joe Link; Robyn Hosch  
**Subject:** Online Form Submittal: Fiscal Year 2025 Budget Input

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## Fiscal Year 2025 Budget Input

*City staff are asking Dubuque residents and stakeholders to provide their input as they prepare the City's operating and capital improvement program budgets for fiscal year (FY) 2025, which begins July 1, 2024, and ends on June 30, 2025.*

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*The City's operating budget (day-to-day costs of providing city services) is around \$172 million and the capital budget, which includes major projects and improvements, is approximately \$86 million.*

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What ideas do you have  
for the City's FY2025  
Budget beginning on  
July 1, 2024?

Hi,

I highly recommend doing many of the street improvements that are in need of repair. These streets that are travelled on can take a toll on costly car repairs in the future (Alignments, shocks and struts, front end components, etc...)

I noticed that most of the streets that are in need of repair are mainly do to buckles and cracks that can make for a bumpy ride. (A couple of examples: Jackson street from W.32nd to about 24th and Grandview Ave. from W.32nd to Kane St.)

In the past I have contacted the city a few times about these issues but I think it's time to go forward with the improvements.

Thanks for your time,  
Jeff

---

First Name

JEFFREY

---

Last Name	ROBBINS
Street Address	629 Groveland Pl
City	Dubuque
State	IA
Zip	52001

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## Trish Gleason

---

**From:** noreply@civicplus.com  
**Sent:** Monday, April 8, 2024 1:35 PM  
**To:** Jenny Larson; Joe Link; Robyn Hosch  
**Subject:** Online Form Submittal: Fiscal Year 2025 Budget Input

This sender is trusted.

### Fiscal Year 2025 Budget Input

*City staff are asking Dubuque residents and stakeholders to provide their input as they prepare the City's operating and capital improvement program budgets for fiscal year (FY) 2025, which begins July 1, 2024, and ends on June 30, 2025.*

*Submitted input will be reviewed by staff and will assist in the development of a recommended FY2025 budget. The City Council will consider the recommended budget and the public will have additional opportunities to offer input during eight public meetings in March.*

*The City's operating budget (day-to-day costs of providing city services) is around \$172 million and the capital budget, which includes major projects and improvements, is approximately \$86 million.*

---

What ideas do you have for the City's FY2025 Budget beginning on July 1, 2024?

I would like to see more attention paid to the dog park on Grandview Avenue. We recently traveled with our dogs and visited three different dog parks in two other states. All of them had offstreet parking, which I really appreciated since my car was totaled on Grandview Avenue when I was at the dog park. Two of the three were much bigger than ours, but all had smaller areas devoted to small dogs. The two larger ones had numerous benches and Adirondack chairs scattered throughout and additional features like tires for dogs to play on or mulch to dig in. There were also walking paths (paced or wood chip) to encourage dogs and people to move farther from the gates. All three had areas that were mulched or covered in straw to protect and promote growth of grass, and one had part of the park temporarily cordoned off with orange construction fencing and reseeded. If you haven't been to the Grandview dog park recently, you should go and see how much of it is ugly bare soil/mud. And notably, all three other parks were free despite their better amenities!

---

First Name	Andrea
Last Name	Bixler
Street Address	485 Arlington St
City	Dubuque
State	IA
Zip	52001
Attachment(s):	<i>Field not completed.</i>

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

## Adrienne Breitfelder

---

**From:** Citizen Support Center <dubuqueia@mycusthelp.net>  
**Sent:** Wednesday, April 10, 2024 7:05 AM  
**To:** Adrienne Breitfelder  
**Subject:** "Contact Us" inquiry from City of Dubuque website

This sender is trusted.

### **Contact Us**

Name: John Klostermann

Address:

Ward:

Phone: 5635802272

Email: jklost1974@gmail.com

City Department: City Council

Message: Congratulations to all on the 8 million dollar grant award for the Bee Branch gate and pumps replacements project. I know it was quit an effort to get this award. Also I would like to thank the council for providing support for funding this critical flood control project and all the infrastructure projects in the proposed FY 25 budget. I appreciate all you do for our community. John

City of Dubuque  
City Council Meeting

Action Items # 01.

ITEM TITLE:

SUMMARY:

SUGGESTED DISPOSITION:

ATTACHMENTS:

Description	Type
Staff Memo	Staff Memo
Resolution	Resolutions
Attachment A - FY2025 Planning Services Department Fee Schedule	Supporting Documentation


Fiscal Year 2025 Planning Services Department – Increased Fees

City Manager recommending adopting a resolution approving an increase for FY2025 Planning Services Department fees. Additional information is located in the City Manager's memo for Public Hearing #4.

RESOLUTION

Rescinding Resolution No. 87-23, Establishing a Schedule of Development Services Fees, and adopting in lieu thereof a New Schedule Of Development Services Fees as provided in Title 16 of the City Of Dubuque Code of Ordinances, Unified Development Code

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

**TO:** Michael C. Van Milligen, City Manager   
**FROM:** Wally Wernimont, Planning Services Manager  
**SUBJECT:** **FY2025 Planning Services Department – Increased Fees**  
**DATE:** April 9, 2024

### **INTRODUCTION**

This memo transmits for City Council review and approval, a resolution and supporting documentation for an increase for FY2025 Planning Services Department fees.

### **DISCUSSION**

As part of FY2025 budget process, the Planning Services Department reviewed the application fees charged for applications that are processed for the Zoning Advisory Commission and Zoning Board of Adjustment, Historic Preservation Commission and/or reviewed by Development Services staff. A detailed analysis was conducted of all Planning Services Department fees. Planning Services Department fees are based on the cost to process applications. This involves application intake, staff coordination, applicant coordination, putting together a staff report along with supporting documentation, public posting, packet preparation, mailing notices and packets, etc.

Unified Development Code Chapter 16-3-12 Fees, requires that applications for action taken under the UDC, shall be submitted along with the required fee, as established by resolution of the city council.

Attachment A is a list of proposed fees beginning July 1, 2024.

### **BUDGET IMPACT**

Based on assumptions from previous years for the number of applications the Planning Services Department receives, it is anticipated that the increase in fees would potentially generate an additional \$1,380 in revenue.

### **RECOMMENDATION**

As an approved budget improvement in the adopted FY2025 Budget, Planning Services staff recommends approval of the attached resolution and supporting documentation for an increase for FY2025 Planning Services Department fees.

Attachments

cc: Jenny Larson, Chief Financial Officer

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. 13<sup>th</sup> St. Telephone: 563-589-4121

**RESOLUTION NO. - 24**

**RESOLUTION RESCINDING RESOLUTION NO. 87-23, ESTABLISHING A SCHEDULE OF DEVELOPMENT SERVICES FEES, AND ADOPTING IN LIEU THEREOF A NEW SCHEDULE OF DEVELOPMENT SERVICES FEES AS PROVIDED IN TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE.**

Whereas, the City Council of the city of Dubuque, Iowa establishes by resolution certain fees for development services pursuant to the Unified Development Code, pursuant to the attached schedule of Development Services Fees for the Planning Services Department.

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

Section 1. Resolution No. 87-23 and its Schedule of Fees is hereby rescinded effective July 1, 2024.

Section 2. That the attached Fee Schedule for the Planning Services Department is hereby approved.

Section 3. That the attached Fee Schedule shall take effect on July 1, 2024.

Passed, approved and adopted this 15<sup>th</sup> day of April, 2023.

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Brad M. Cavanagh, Mayor

Attest:

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Adrienne N. Breitfelder, City Clerk

# PLANNING SERVICES DEPARTMENT

City Hall, 50 W. 13th Street, Dubuque, Iowa 52001 (563) 589-4210



## FEE SCHEDULE

Effective July 1, 2024



### DEVELOPMENT SERVICES APPLICATIONS

Billboard Inspection Fee per sign/year	\$ 60
Electronic Message Sign Inspection Fee per sign/year	\$ 60
Extension of Subdivision Bonding	\$ 41
Flood Plain Permit	\$185
Flood Way Permit	\$748
Limited Setback Waiver	\$150
Freestanding Solar Array Waiver	\$150
Sign Permit Reviews	\$ 45
Site Plan: Simple	\$225
Site Plan: Minor	\$400
Site Plan: Major	\$460
Simple Subdivision (Staff Review)	\$ 75
Simple Subdivision (Council Action Required)	\$500
Temporary Use Permit—Off-Premise Retail	\$180
Temporary Use Permit —On-Premise Seasonal	\$180

### OTHER PLANNING SERVICES FEES

Copies	\$0.10/Pg*
Maps, Reports, Ordinances	\$10-\$50 /document
Verification Letter, Report, i.e. Zoning IDOT	\$ 75

\*\*\*Fees higher for oversized/color copies

### ZONING ADVISORY COMMISSION APPLICATIONS

Planned District, NEW (PUD) (ID)	\$900 + \$2/notice
Planned District AMENDED (PUD) (ID)	\$750 + \$2/notice
Plat: Minor Subdivision	\$450 + \$20/Lot
Plat (FINAL) Major Subdivision	\$650
Plat (PRELIMINARY):Major Subdivision	\$650 + \$20/Lot
Rezoning	\$650+ \$2/notice
Text Amendment	\$500
Waiver from Site Design Standards	\$450

### ZONING BOARD OF ADJUSTMENT APPLICATIONS

Appeal	\$250
Condition Use Permit	\$550 + \$2/notice
Special Exception	\$200
Variance	\$550 + \$2/notice

### HISTORIC PRESERVATION COMMISSION APPLICATIONS

Design Review (including Economic Non-Viability & Demolition)	\$ 200
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## City of Dubuque City Council Meeting

### Action Items # 02.

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**ITEM TITLE:** Establishing Water Rates under City of Dubuque Code of Ordinances for Fiscal Year 2025

**SUMMARY:** City Manager recommending City Council adopt the ordinances establishing water rates under City of Dubuque Code of Ordinances for Fiscal Year 2025. Additional information is located in the City Manager's memo for Public Hearing #4.

**ORDINANCE** Establishing City of Dubuque Code of Ordinances Title 13 Public Utilities, Chapter 1 Water Use and Service, Article C Rates, Section 13-1C-1(A) Fixing Water Rates for Residential, Commercial, Industrial, and all other uses

**ORDINANCE** Establishing the City of Dubuque Code of Ordinances Title 13 Public Utilities Chapter 1 Water Use and Service, Article C Rates Section 13-1C-2 Fixing Water Rates for Fire Sprinkler Service  
Suggested Disposition: Receive and File; Motion B; Motion A

**SUGGESTED  
DISPOSITION:**

**ATTACHMENTS:**

Description	Type
Fiscal Year 2025 Water Rates Memo	City Manager Memo
FY25 Ordinance Water Use and Service Rates	Ordinance
FY25 Sprinkler Ordinance	Ordinance
Water Sprinkler Rate Comparison FY2024 to FY2025	Supporting Documentation
Water Utility Fiscal Year Rate Comparison FY2024 to FY2025	Supporting Documentation

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

**FROM:** Christopher Lester, Water Department Manager

**SUBJECT:** Establishing Water Rates under City of Dubuque Code of Ordinances Section Title 13 Public Utilities Chapter 1 Article C – Rates, Section 13-1C-1(a) Residential, Commercial, Industrial, and other uses; and Section 13-1C-2 Fire Sprinkler Service

**DATE:** March 21, 2024

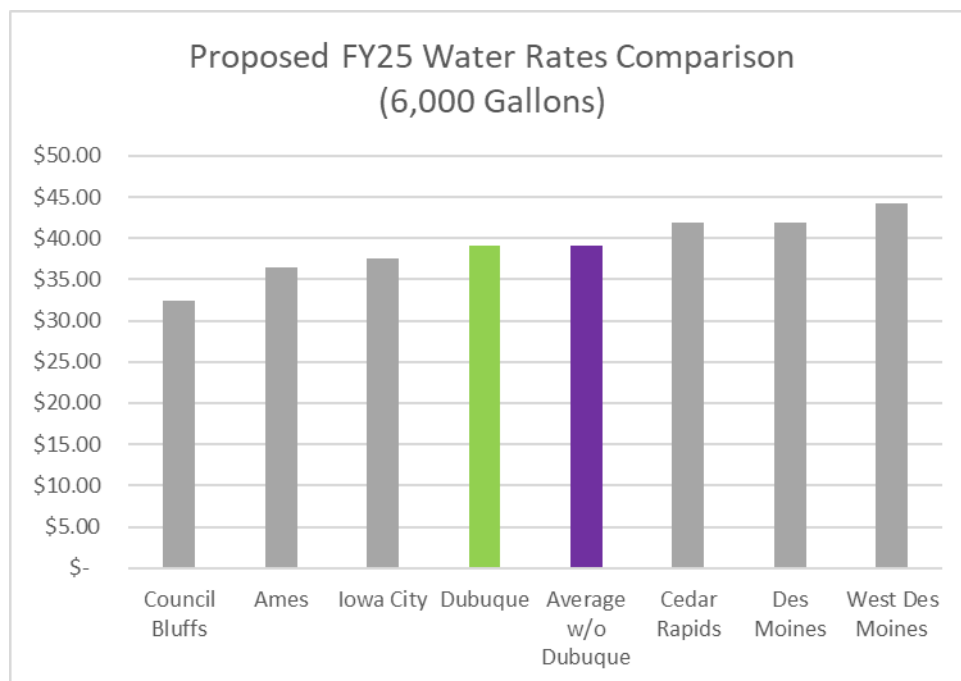
### INTRODUCTION

The purpose of this memorandum is to provide two ordinances for review and approval. These ordinances establish the FY25 City of Dubuque Code of Ordinances Title 13 Public Utilities Chapter 1 Article C, Section 13-1C-1(a) Fixing Water Rates for Residential and Industrial Use and all other uses; and Section 13-1C Fixing Water Rates for Fire Sprinkler Service.

### DISCUSSION

It is recommended in the Water Department's budget request for FY25 that a 12% rate increase be implemented. It is also recommended that the Minimum Monthly Water Charge be increased to \$8.90, which also reflects a 12% rate increase.

Proposed and approved rate structures of comparable Iowa communities with lime softening treatment similar to Dubuque, are compared in the following table. The calculation is based on the average residential usage of 6,000 gallons per month.



<b>Rank, Highest to Lowest</b>	<b>City</b>	<b>Proposed FY25 Water Cost for 6,000 Gallons</b>
1	West Des Moines	\$ 44.21
2	Des Moines	\$ 41.92
3	Cedar Rapids	\$ 41.91
<b>4</b>	<b>Dubuque</b>	<b>\$ 39.06</b>
5	Iowa City	\$ 37.48
6	Ames	\$ 36.49
7	Council Bluffs	\$ 32.40

The proposed rate increase of 12% would place Dubuque as having the **fourth** lowest water rate. The highest rate (West Des Moines) is 13.18% higher than Dubuque's rate. The average without Dubuque is 0.02% higher than Dubuque's proposed rate.

#### **RECOMMENDATION**

It is recommended the attached proposed ordinances be submitted to the City Council for adoption during the FY25 Budget Hearings with an effective date of July 1, 2024.

cc: Crenna Brumwell, City Attorney  
Jenny Larson, Director of Finance and Budget  
Adrienne Breitsfelder, City Clerk  
Randy Gehl, Public Information Officer

File

**ORDINANCE NO. \_\_\_\_-24**

**ESTABLISHING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 13 PUBLIC UTILITIES, CHAPTER 1 WATER USE AND SERVICE, ARTICLE C RATES, SECTION 13-1C-1(A) FIXING WATER RATES FOR RESIDENTIAL, COMMERCIAL, INDUSTRIAL, AND ALL OTHER USES**

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

Section 1. Section 13-1C-1(A) of the City of Dubuque Code of Ordinances, is hereby unchanged, and shall read as follows:

Section 13-1C-1A: Residential, Commercial, Industrial and All Other Uses.

A. Rates Established: The rates to be charged for water for residential, commercial, industrial and all other uses and purposes by any person, firm or corporation within the city shall be based on units of one hundred cubic feet (748 gallons) or per gallon as follows:

Monthly Consumption (in Hundreds of Cubic Feet)	Charge per Hundred Cubic Feet
First 30	\$4.91
Next 120	\$3.99
Next 350	\$3.71
Next 500	\$3.27
Over 1,000	\$2.90

Monthly Consumption (in Gallons)	Charge per Gallon
First 22,440	\$0.00651
Next 89,760	\$0.00534
Next 261,800	\$0.00497
Next 374,000	\$0.00439
Over 748,000	\$0.00384

Rates shall be subject to the following minimum monthly charge according to the size of the meter:

Meter Size Inches	Monthly Consumption (In Hundreds of Cubic Feet)	Monthly Consumption (In Gallons)	Minimum Charge
5/8	2	1,496	\$9.74
3/4	5	3,740	\$24.35
1	8	5,984	\$38.96
1 1/2	26	19,448	\$126.61
2	46	34,408	\$209.99
3	106	79,288	\$449.65
4	168	125,664	\$692.32
6	368	275,264	\$1,435.83
8	625	467,500	\$2,337.01

A property owner shall pay a \$50.00 disconnect fee for water service that is disconnected by the city for a meter not in service. When a tenant account is subject to disconnection due to delinquency, the tenant shall pay the \$50.00 disconnect fee.

A \$50.00 service call fee shall be changed to property owners or tenant account for those service calls that are determined to be related to customer negligence.

A \$8.90 minimum monthly charge shall be assessed for meters not in service.

Section 2. This Ordinance shall take effect July 1, 2024.

Passed, approved and adopted this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Brad Cavanagh, Mayor

Attest:

\_\_\_\_\_  
Adrienne Breitfelder, City Clerk

ORDINANCE NO. \_\_\_\_-24

ESTABLISHING THE CITY OF DUBUQUE CODE OF ORDINANCES TITLE 13  
PUBLIC UTILITIES CHAPTER 1 WATER USE AND SERVICE, ARTICLE C RATES  
SECTION 13-1C-2 FIXING WATER RATES FOR FIRE SPRINKLER SERVICE

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

Section 1. Section 13-1C-2 of the City of Dubuque Code of Ordinances is hereby  
unchanged, and shall read as follows:

Section 13-1C-2: Fire Sprinkler Service.

Customers who have fire sprinkler service shall be billed for this service on a monthly  
basis. The monthly charge shall be as follows:

<b><u>CURRENT NUMBER OF HEADS</u></b>	<b><u>MONTHLY CHARGES</u></b>
Up to 200 (minimum).....	\$29.85
200-299 .....	\$35.83
300-399 .....	\$41.72
400-599 .....	\$47.76
600-799 .....	\$53.67
800 -999 .....	\$59.68
1,000 - 1,199 .....	\$65.67
1,200 - 1,399 .....	\$71.57
1,400 - 1,599 .....	\$77.55
1,600 - 1,799 .....	\$83.53
1,800 - 1,999 .....	\$89.44
2,000 - 2,199 .....	\$95.44
2,200 - 2,399 .....	\$101.40
2,400 - 2,599 .....	\$107.39
2,600 - 2,799 .....	\$113.34
2,800 - 2,900 .....	\$119.46
3,000 - 3,499 .....	\$125.26
Over 3,500*.....	\$5.95

\*(for each additional 500 heads or fraction thereof)

Section 2. This Ordinance shall take effect July 1, 2024.

Passed, approved and adopted this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Brad Cavanagh, Mayor

Attest:

\_\_\_\_\_  
Adrienne Breitfelder, City Clerk

**City of Dubuque**  
**Fire Sprinkler Rate Comparison**  
**FY2024 to FY2025**

	Actual FY24 5.00%	Proposed FY25 12.00%
Up to 200 (minimum)	\$ 26.65	\$ 29.85
200-299	\$ 31.99	\$ 35.83
300-399	\$ 37.25	\$ 41.72
400-599	\$ 42.64	\$ 47.76
600-799	\$ 47.92	\$ 53.67
800-999	\$ 53.29	\$ 59.68
1,000 - 1,199	\$ 58.63	\$ 65.67
1,200 - 1,399	\$ 63.90	\$ 71.57
1,400 - 1,599	\$ 69.24	\$ 77.55
1,600 - 1,799	\$ 74.58	\$ 83.53
1,800 - 1,999	\$ 79.86	\$ 89.44
2,000 - 2,199	\$ 85.21	\$ 95.44
2,200 - 2,399	\$ 90.54	\$ 101.40
2,400 - 2,599	\$ 95.88	\$ 107.39
2,600 - 2,799	\$ 101.20	\$ 113.34
2,800 - 2,900	\$ 106.66	\$ 119.46
3,000 - 3,499	\$ 111.84	\$ 125.26
Over 3,500*	\$ 5.31	\$ 5.95

\*(for each additional 500 heads or fraction thereof)

**City of Dubuque**  
**Water Utility Fiscal Year**  
**Rate Comparison**  
**FY2024 to FY2025**

Rates based on units of one-hundred cubic feet (748 gallons)

Monthly Consumption (CCF)		Actual FY24 5.00%	Proposed FY25 12.00%
First	30	\$ 4.38	\$ 4.91
Next	120	\$ 3.56	\$ 3.99
Next	350	\$ 3.31	\$ 3.71
Next	500	\$ 2.92	\$ 3.27
Over	1,000	\$ 2.59	\$ 2.90

Monthly Consumption (Gals)		FY24 5.00%	FY25 12.00%
First	22,440	\$ 0.00581	\$ 0.00651
Next	89,760	\$ 0.00477	\$ 0.00534
Next	261,800	\$ 0.00444	\$ 0.00497
Next	374,000	\$ 0.00392	\$ 0.00439
Over	748,000	\$ 0.00343	\$ 0.00384

Rates shall be subject to the following minimum monthly charge according to the size of the meter:

Meter Size	Cubic Feet	Gallons	Actual FY24 5.00%	Proposed FY25 12.00%
5/8	2	1,496	\$ 8.69	\$ 9.74
3/4	5	3,740	\$ 21.73	\$ 24.35
1	8	5,984	\$ 34.77	\$ 38.96
1 1/2	26	19,448	\$ 112.99	\$ 126.61
2	46	34,408	\$ 187.46	\$ 209.99
3	106	79,288	\$ 401.54	\$ 449.65
4	168	125,664	\$ 618.31	\$ 692.32
6	368	275,264	\$ 1,282.54	\$ 1,435.83
8	625	467,500	\$ 2,087.44	\$ 2,337.01

- a) For users outside the city limits, an additional charge equal to 50% of the above rates will be made  
b) A **\$8.90** minimum monthly charge shall be assessed for meters not in service, this reflects the 12% rate increase.

City of Dubuque  
City Council Meeting

Action Items # 03.

**ITEM TITLE:** Establishing Sanitary Sewer Rates under City of Dubuque Code of Ordinances for Fiscal Year 2025

**SUMMARY:** City Manager recommending City Council adopt an ordinance establishing sewer rates under City of Dubuque Code of Ordinances for Fiscal Year 2025. Additional information is located in the City Manager's memo for Public Hearing #4.

**ORDINANCE** City of Dubuque Code of Ordinances Title 13 Public Utilities, Chapter 2 Sewers and Sewage Disposal, Article C Rates, Section 13-2C-3 rates established for Fiscal Year 2025

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

**ATTACHMENTS:**

Description	Type
Staff memo, Proposed Sanitary Sewer Rates for FY2025	Staff Memo
Amendment to Ordinance 13-2C3, Sanitary Sewer Rates for FY25	Ordinance

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

**FROM:** Deron Muehring, Water & Resource Recovery Center Director

**SUBJECT:** Sanitary Sewer Rate Changes for Fiscal Year 2025

**DATE:** April 11, 2024

**INTRODUCTION:**

The purpose of this memo is to recommend modification of Sections 13-2C-3(B) and 13-2C-3(C)(7) of the Code of Ordinances, thereby adjusting the sanitary sewer rates as proposed with the Fiscal Year 2025 budget.

**DISCUSSION:**

Sanitary sewer revenue is used to fund both the operation and maintenance required for the more than 300 miles of sanitary sewers and the treatment facilities at the Water & Resource Recovery Center. It also provides capital improvements, investments in both the collection and treatment systems.

The proposed FY25 budget includes \$462,000 in new funding for chemical dosing at the WRRC to mitigate odors. It also includes \$75,000 in new funding to increase the frequency that the anaerobic digesters are cleaned which will also reduce odor emissions. Both will improve process efficiency and reliability.

The proposed FY25-29 budget also includes funding for capital improvement projects, investments in sewer infrastructure. Some of the more prominent projects are as follows:

PROJECT/IMPROVEMENT DESCRIPTION	TOTAL COST
W&RRC High Strength Waste Receiving & Storage	\$6,200,000
W&RRC Industrial Control Updates	\$3,000,000
W&RRC BOD Capacity Upgrades	\$1,100,000
Chaplain Schmitt Island Sanitary Sewer and Lift Station Improvements	\$2,600,000
Catfish Creek Sewershed Interceptor Sanitary Sewer Improvements	\$47,000,000
Terminal Street Lift Station Improvements	\$6,500,000
TOTAL	\$66,400,000

The budget reflects the use of \$56,757,886 in Sanitary Sewer State Revolving Fund (SRF) Loans to fund the more than \$66 million in improvements.

A nine percent (9%) rate increase is proposed with the FY25 budget to fund operational improvements and infrastructure investments at the WRRC and sanitary sewer collection system throughout the city. This would mean a \$4.50 increase on the monthly bill for the average household.

**RECOMMENDATION:**

I recommend amending the City Code of Ordinances to increase the sanitary sewer rates by 9% in support of the proposed Fiscal Year 2025 budget.

**ACTION REQUESTED**

I respectfully request passing the attached ordinance, amending Sections 13-2C-3(B) and 13-2C-3(C)(7) of the Code of Ordinances to increase the sanitary sewer rates by 9% as proposed with the Fiscal Year 2025 budget.

Attach.

Cc: Crenna Brumwell, City Attorney  
Jennifer Larson, Chief Financial Officer  
Adrienne Breitfelder, City Clerk

**ORDINANCE NO. \_\_\_\_-24**

**CITY OF DUBUQUE CODE OF ORDINANCES TITLE 13 PUBLIC UTILITIES,  
CHAPTER 2 SEWERS AND SEWAGE DISPOSAL, ARTICLE C RATES, SECTION 13-  
2C-3 RATES ESTABLISHED FOR FISCAL YEAR 2025**

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

Section 1. Section 13-2C-3 of the City of Dubuque Code of Ordinances reads as follows:

**13-2C-3: RATES ESTABLISHED:**

Contributors whose property lies within the corporate limits of the city, except as otherwise provided in this article, shall pay to the city at the same time payment for water services is made, a sewer service charge computed on water consumption on the following rates:

....

**B. Schedule Of Rates:**

Rate per each 100 cubic feet	\$6.83
Rate per each gallon	0.00913

**C. Service Charge:**

....

7. Where the quantity of water consumed is such that the minimum of service is charged, the minimum sewer service charge, according to the size of the meter, shall be as follows:

<b>Meter Size (Inches)</b>	<b>Minimum Charge</b>	<b>Allowance (Cubic Feet)</b>	<b>Allowance (Gallons)</b>
5/8	\$13.67	200	1,496
3/4	\$34.16	500	3,740
1 or larger	\$54.66	800	5,984

Section 2. This Ordinance shall take effect on the 1<sup>st</sup> day of July, 2024.

Passed, approved, and adopted this 15<sup>th</sup> day of April 2024.

---

Brad M. Cavanagh, Mayor

Attest:

---

Adrienne N. Breitfelder, City Clerk

City of Dubuque  
City Council Meeting

Action Items # 04.

**ITEM TITLE:** Establishing Solid Waste Rates and Additional Proposed Revisions under City of Dubuque Code of Ordinances for Fiscal Year 2025

**SUMMARY:** City Manager recommending City Council adopt an ordinance establishing solid waste rates and additional proposed revisions under City of Dubuque Code of Ordinances for Fiscal Year 2025. Additional information is located in the City Manager's memo for Public Hearing #4.

**ORDINANCE** Amending City of Dubuque Code of Ordinances Title 13 Public Utilities, Chapter 6 Solid Waste

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

**ATTACHMENTS:**

Description	Type
Memo-Proposed Revisions to Title 13 Chapter 6 of the Code of Ordinance	Staff Memo
Ordinance	Ordinance

**TO:** Michael C. Van Milligen, City Manager  
**FROM:** Arielle Swift, Public Works Director  
**SUBJECT:** Proposed Revisions to Title 13 Chapter 6 of the Code of Ordinance  
**DATE:** April 11, 2024

## INTRODUCTION

The purpose of this memorandum is to submit a proposed ordinance for your review and approval. This ordinance would remove 13-6-3, Section 13-6A-8, and Paragraph E of Section 13-6A-10; add Section 13-6A-3, Section 13-6A-4, Section 13-6A-5, Section 13-6A-6, Paragraphs E, F, G, H, I, and J of Section 13-6A-8, and Paragraph E and F of Section 13-6A-11; and revise Section 13-6-1, Section 13-6-3, Section 13-6-5, Paragraph D of Section 13-6-6, Section 13-6A-1, Paragraphs A, B, C, D, E, and F of Section 13-6A-2, Paragraphs A, and C of Section 13-6A-8, and Paragraphs A, B, C, and D of Section 13-6A-10.

## DISCUSSION

Title 13 of the Code of Ordinances is entitled “Public Utilities.” Chapter 6 of Title 13 is entitled “Solid Waste.”

### Removals

Removed Section titles are as follows:

- 13-6-3 Container Requirements; Collection Restrictions
- 13-6A-8 Yard Waste and Food Scraps
- 13-6A-10 Rates and Charges Established; Exceptions

I recommend removal of Section 13-6-3. This Section removes outdated customer owned container requirements due to implementing city issued refuse collection service carts. Any Paragraphs applicable to other collection services provided are now held within Section 13-6A-3, Section 13-6A-4, Section 13-6A-5 or Section 16-6A-8.

I recommend removal of Section 13-6A-8. This Section is now held within Section 13-6A-5.

I recommend removal of Paragraph E of Section 13-6A-10. This Paragraph is now held in Paragraphs A, B, C, and D of Section 13-6A-10.

### Additions

Additional Section titles are as follows:

- 13-6A-3 Refuse Collection Service
- 13-6A-4 Recycling Collection Service
- 13-6A-5 Organic Waste Collection Service
- 13-6A-6 Bulky Item Collection Service
- 13-6A-8 Storage, Containment, and Set-Out Locations of Solid Waste
- 13-6A-11 Charges; Billing and Collection

I recommend additions of Section 13-6A-3, Section 13-6A-4, Section 13-6A-5, and Section 13-6A-6. These Sections outline specific requirements within Refuse Collection Services, Recycling Collection Services, Organic Waste Collection Services, and Bulky Item Collection Services. These additional Sections group collection requirements within separate collection services for clarification and set the rates. Other changes in the identified Sections and Paragraphs only add, remove, or modify language for clarification and consistency.

I recommend additions of Paragraphs E, F, G, H, I, and J of Section 13-6A-8. These additions provide clarification and requirements regarding city issued carts and include city issued cart exemption guidance. Other changes in the identified Sections and Paragraphs only add, remove, or modify language for clarification and consistency.

I recommend additions of Paragraph E and F of Section 13-6A-11. These additions provide guidance on applications of fee relief for customers who may qualify. Other changes in the identified Sections and Paragraphs only add, remove, or modify language for clarification and consistency.

### Revisions

Revised Section titles are as follows:

- 13-6-1 Definitions
- 13-6-3 Wrapping and Draining of Certain Solid Wastes
- 13-6-5 Storage and Accumulation Restricted
- 13-6A-1 City Manager's Authority Generally
- 13-6A-2 Availability of Collection Service
- 13-6A-8 Storage, Containment, and Set-Out Locations of Solid Waste

I recommend revisions of Section 13-6-1, Section 13-6-3, Section 13-6-5, Section 13-6A-1, Paragraphs A, B, C, D, E, and F of Section 13-6A-2, and Paragraphs A, and C of Section 13-6A-8. The changes in the identified Sections and Paragraphs only add, remove, or modify language for clarification and consistency.

I recommend revisions of Paragraph D of Section 13-6-6. Revisions to Paragraph D identify a more comprehensive list of materials city solid waste collection service will not collect. Other changes in the identified Sections and Paragraphs only add, remove, or modify language for clarification and consistency.

I recommend revisions of Paragraph A, B, C, and D of Section 13-6A-10. These revisions group collection requirements and establishes associated fees within separate

collection services for clarification. Other changes in the identified Sections and Paragraphs only add, remove, or modify language for clarification and consistency.

### Additions

Additional Section titles are as follows:

- 13-6A-3 Refuse Collection Service
- 13-6A-4 Recycling Collection Service
- 13-6A-5 Organic Waste Collection Service
- 13-6A-6 Bulky Item Collection Service
- 13-6A-8 Storage, Containment, and Set-Out Locations of Solid Waste
- 13-6A-11 Charges; Billing and Collection

I recommend additions of Section 13-6A-3, Section 13-6A-4, Section 13-6A-5, and Section 13-6A-6. These Sections outline specific requirements within Refuse Collection Services, Recycling Collection Services, Organic Waste Collection Services, and Bulky Item Collection Services. These additional Sections group collection requirements within separate collection services for clarification. Other changes in the identified Sections and Paragraphs only add, remove, or modify language for clarification and consistency.

I recommend additions of Paragraphs E, F, G, H, I, and J of Section 13-6A-8. These additions provide clarification and requirements regarding city issued carts and include city issued cart exemption guidance. Other changes in the identified Sections and Paragraphs only add, remove, or modify language for clarification and consistency.

I recommend additions of Paragraph E and F of Section 13-6A-11. These additions provide guidance on applications of fee relief for customers who may qualify. Other changes in the identified Sections and Paragraphs only add, remove, or modify language for clarification and consistency.

Proposed Ordinance and Effect of Amendment detailing changes are enclosed.

### **RECOMMENDATION**

I recommend City Manager and City Council approve the proposed ordinance changes to Title 13 Chapter 6.

Enclosure(s)	Proposed Ordinance
	Effect of Amendment

CC: Jennifer Larson, Chief Financial Officer  
Paul Davis, Field Operations Supervisor  
Jake Jansen, Resource Management Supervisor

**ORDINANCE NO. \_\_\_\_\_ - 24**

**AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 13 PUBLIC UTILITIES, CHAPTER 6 SOLID WASTE**

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

Section 1. Title 13, Chapter 6 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

**13-6-1: DEFINITIONS:**

For the purpose of this chapter the following definitions shall apply:

BUILDING MATERIALS:	Any material such as lumber, floor coverings, brick, plaster, sheet metal or any other substances accumulated as a result of repairs or additions to existing buildings, construction of new buildings or demolition of existing structures.
BULKY ITEM(S)	Any items that do not fit into a city-issued refuse cart and that are larger than three feet by two feet or weigh more than 40 pounds.
CLASS I PREMISES:	<p>Shall mean and include the following properties in the City of Dubuque:</p> <p>Single-family dwellings.</p> <p>Multiple-family dwellings up to and including six (6) dwelling units.</p> <p>Dwelling units in business or commercial premises.</p> <p>Where two (2) or more laterally connected or joined dwelling units, including condominiums, townhouses, and row houses, in which each dwelling unit has separate access and utility service, each dwelling unit shall constitute a single-family dwelling.</p>
CLASS II PREMISES:	<p>Residential premises other than Class I residential premises, located in the City of Dubuque, including:</p> <p>Dwellings in trailer courts;</p>

	<p>Schools, colleges, churches, convents, nursing homes, rooming houses and other semiprivate institutions; and</p> <p>Multiple-family dwellings exceeding six (6) dwelling units.</p>
CLASS III PREMISES:	All business and commercial premises located in the City of Dubuque, including that part of a residential premises with a business or commercial use.
DWELLING:	Shall mean and include any building or portion thereof containing one or more dwelling units.
DWELLING UNIT:	Shall mean and include one or more connected rooms having complete kitchen facilities and arranged, designed, or used as living quarters for one family only.
FOOD SCRAPS:	Solid, semisolid, and liquid animal and vegetable residuals resulting from the handling, preparing, cooking, storing, serving and consuming of food.
GARBAGE:	All solid and semisolid, putrescible animal and vegetable wastes resulting from the handling, preparing, cooking, storing, serving and consuming of food or of material intended for use as food, and all offal, excluding useful industrial byproducts, and shall include all such substances from all public and private establishments and from all residences.
HAZARDOUS WASTES:	Waste materials, including, but not limited to, poisons, pesticides, herbicides, acids, caustics, biohazardous wastes, flammable or explosive materials and similar harmful wastes which require special handling, and which must be disposed of in such a manner as to conserve the environment and protect the public health and safety.
ORGANIC WASTE:	Any biodegradable waste material originating from plants, animals, or other natural sources that can be decomposed or broken down into simpler organic compounds through biological processes. This includes but is not limited to food scraps, yard waste, paper products, and other biodegradable materials. Organic waste does not include materials such as plastics, metals, or glass which do not readily decompose under natural conditions.
OWNER:	In addition to the record titleholder, any person residing in, renting, leasing, occupying, operating, or transacting business in any premises and as between such parties, the duties, responsibilities, liabilities, and obligations hereafter imposed shall be joint and several.
PREMISES:	A building or part of a building and its grounds located in the City of Dubuque.

RECYCLABLE MATERIALS:	Materials, as designated by the City of Dubuque and set out in this chapter, which would otherwise become solid waste that can be source separated, collected, processed, and returned to the economic stream in the form of raw materials or products.
REFUSE:	All landfilled material generated by occupiers of land within the City of Dubuque corporate limits, whether recyclable or nonrecyclable material.
SOLID WASTE:	Garbage, refuse, rubbish, recyclable materials, organic waste, and other similar discarded solid or semisolid materials, including, but not limited to, such materials resulting from industrial, commercial, agricultural, and domestic activities. Solid waste does not include toxic or hazardous materials.
YARD WASTE:	Organic materials generated from routine maintenance and landscaping activities within residential, commercial, or public properties. This includes grass clippings, leaves, branches, shrub trimmings, and other vegetative matter originating from the maintenance of lawns, gardens, and outdoor landscapes. Yard waste does not include materials such as soil, rocks, or construction debris.

#### 13-6-2: DEPOSITS ON OTHER PUBLIC OR PRIVATE PROPERTY:

- A. Prohibition: No person shall throw, rake, deposit, dump, drop, spill or store (other than the placement of containers for collection as provided herein) any solid waste or toxic and hazardous wastes upon the streets, sidewalks, rights of way or any public or private property within the city.
- B. Exception: This section shall not apply to junk dealers, auto salvage dealers, pawnbrokers or secondhand dealers licensed under title 4, chapter 6 of this code.

#### 13-6-3: WRAPPING AND DRAINING OF CERTAIN SOLID WASTES:

All solid waste consisting of waste animal and vegetable matter which may attract flies, dogs, cats, rodents, and other animals shall be drained of all excess liquid, wrapped in paper or disposable containers, and placed or stored, until collected, in covered suitable containers.

#### 13-6-4: UNLAWFUL ACCUMULATIONS:

- A. Health Or Sanitation Hazard: It shall be unlawful for any person to permit to accumulate on any premises, improved or vacant, or on any public place in the city, such quantities of solid waste, either in containers or not, that shall constitute a health or sanitation hazard.

B. Storage Within Or Close To Buildings: It shall be unlawful for any person to accumulate quantities of refuse, papers, garbage, ashes or other solid waste within or close to any building in the city, unless the same is stored in containers in such a manner as not to create a health or fire hazard.

#### 13-6-5: STORAGE AND ACCUMULATION RESTRICTED:

A. Within the corporate limits of the city, all garbage or refuse consisting of waste animal or vegetable matter upon which rats may feed, and all small dead animals, shall be placed and stored until collected in covered metal containers of a type prescribed by the health officer.

B. Dumping On Premises Or Waterways Prohibited: It is unlawful for any person to dump or place on any premises, land or waterway, any dead animals, or any waste vegetable or animal matter of any kind.

C. Providing Harborage For Rats: It shall be unlawful for any person to place, leave, dump, or permit to accumulate any garbage, rubbish or trash in any building or on any premises, improved or vacant, or on any open lot or alley in the city so that the same shall or may afford food or harborage for rats.

D. Lumber And Boxes Placed On Elevated Racks: It shall be unlawful for any person to permit to accumulate on any premises, improved or vacant, or on any open lot or alley in the city any lumber, boxes, barrels, bottles, cans, containers or similar material that may be permitted to remain thereon unless same shall be placed on open racks that are elevated not less than eighteen inches (18") above the ground, and evenly piled or stacked.

#### 13-6-6: HAZARDOUS AND PROHIBITED WASTES REGULATED:

A. Deposits Prohibited Except For Special Collection: No person shall deposit in a solid waste container or otherwise offer for city collection any hazardous wastes or prohibited wastes, except when a special collection is established by the city manager.

B. Transportation By Owner: Hazardous wastes and prohibited wastes shall be transported by the owner to a sanitary disposal project licensed by the Iowa Department of Natural Resources to accept such wastes.

C. Prohibited Wastes Described: "Prohibited wastes" includes, but is not limited to, waste oils, lead acid batteries and tires.

D. The City of Dubuque solid waste collection service will not collect, including but not limited to, the following materials: Industrial waste; oil soaked rags, solvents, liquid paints, acids, chemicals, or other explosive or highly combustible or flammable or hazardous materials; caustics, poisons, pesticides or herbicides; radioactive or toxic waste, biomedical waste; liquids, including motor oil; gaseous waste; septage, raw sewage,

sludge and industrial process sludge; manure contaminated hay and straw or animal feces unless properly bagged; carcasses, viscera, or entrails of animals, unless properly contained, wrapped, or packaged; hot ashes; and building materials.

#### 13-6-7: VEHICLES HAULING SOLID WASTE:

A. Dropping, Sifting Or Leaking Of Load: No person shall haul any solid waste upon the streets, alleys or public places of the city unless the vehicle used for such purpose is so constructed or loaded or the load securely covered as to prevent any of its load from dropping, sifting, leaking, or otherwise escaping or its load covering from dropping from the vehicle, except that materials may be dropped for the purpose of securing traction, or water or other substance may be applied on a roadway in cleaning or maintaining such roadway.

B. Sanitary Condition: All vehicles, containers and dumpsters used for the collection and removal of solid waste shall be kept in a clean, inoffensive, and sanitary condition. All solid waste shall be handled in such a way as to prevent the scattering, spilling or leakage of same.

#### 13-6-8: USE OF STATE APPROVED DUMP SITE OR DISPOSAL PROJECT:

A. State Licensed Project: No person shall haul or cause to be hauled any solid waste to any sanitary disposal project, dump site or any other area unless such disposal project, dump site or other area is licensed by and in full compliance with all regulations in the state in which it is located.

B. Filling Or Excavating; Permit Required: No person shall use dirt, stone, brick, concrete or similar inorganic material for fill, landscaping, excavation or grading without first obtaining a building permit, if required by other provisions of this code, and only in conformance with all provisions of the zoning and subdivision ordinances of this code.

### ARTICLE A. CITY OR PRIVATE COLLECTION SERVICE

#### 13-6A-1: CITY MANAGER'S AUTHORITY GENERALLY:

The City Manager, or designee, is hereby authorized and directed to employ City owned vehicles and equipment and the necessary operating personnel to collect refuse, recyclable materials, organic waste, and bulky items and to collect fees and administer the program as provided for in this article in the City, upon the terms and conditions of this article.

#### 13-6A-2: AVAILABILITY OF COLLECTION SERVICE:

A. Collection service is provided within to City residents and businesses as described in this Chapter. The City Manager may consider requests for service outside of city limits, at the City Manager's sole discretion.

- B. Class I Premises: City solid waste collection services shall be mandatory.
- C. Class II Premises: Class II premises not serviced by City solid waste collection services may apply to the City Manager for such collection services.
- D. Class III Premises: Class III premises not serviced by City solid waste collection services may apply to the City Manager for such collection services.
- E. Recycling Services: Class II premises not serviced by City solid waste collection services and Class III premises may apply to the City Manager for such recycling services.
- F. Refusal Of Service: The City Manager may refuse solid waste collection services or recycling services because of quantities or characteristics beyond the capacity or capability to be handled efficiently or safely by City personnel and equipment.

#### 13-6A-3: REFUSE COLLECTION SERVICE:

- A. All City of Dubuque solid waste customers shall use a city-issued cart for collection. The base rate gives access to a 35-gallon tipper cart for weekly refuse collection.
- B. In cases where a customer may choose multiple refuse carts or a cart larger than the base rate 35-gallon cart, the customer may choose from three additional cart sizes of forty-eight (48), sixty-four (64), or ninety-six (96) gallons.
- C. Excess Refuse: Official City of Dubuque single-use refuse stickers shall be applied to each additional standard 35-gallon solid waste container, bag, or small item (not exceeding 3 feet by 2 feet or heavier than 40 pounds) which does not fit in the subscribed cart.
- D. Electronics or items larger than 3 feet by 2 feet or heavier than 40 pounds must be scheduled as a bulky item pick-up.
- E. The City Manager may require additional cart capacity if the subscribed cart is insufficient. The City shall notify the applicable account holder in writing of the additional capacity requirement, deliver the larger cart, and adjust the monthly bill.
- F. All refuse placed into City-issued carts must be in tied bags.
- G. Except for Class II premises, biomedical waste shall be placed in suitable containers separately from all other solid waste. Sharp objects, such as hypodermic needles, syringes, and lancets, shall be securely contained in hard plastic or metal disposable containers with screw-on or tightly secured lids for collection. Other biomedical waste, such as soiled bandages, disposable sheets, and medical gloves, shall be placed in thick disposable plastic bags or shall be double-bagged.

H. Glass and similar materials shall be placed in puncture-resistant boxes and securely closed.

#### 13-6A-4: RECYCLING COLLECTION SERVICE:

A. One City owned curbside recycling container shall be provided by the City to each dwelling for the collection of recyclable materials. If additional recycling capacity is needed, a second container may be issued.

B. The following types of solid waste are curbside recyclable materials: Rigid plastics with a recycling symbol between #1 – 5, Paper/cardboard/newspaper, and metal materials (such as cans, clean foil, pans).

C. When a customer's recycling container is frequently contaminated with nonrecyclable material and violations persist, the City may remove the container and stop the weekly collection.

#### 13-6A-5: ORGANIC WASTE COLLECTION SERVICE:

A. All organic waste shall be separated from all other solid waste and shall be composted on the premises or placed in yard waste collection containers for collection.

B. Any premises composting on site shall maintain all compost piles in accordance with Title 6, Chapter 4 of this Code.

C. Organic waste shall be collected according to the schedule established by the City Manager.

D. The following materials may be collected curbside: branches and tree limbs - less than 5 feet long (must be bundled), flowers and potted plants (no pots), food scraps - fruit and vegetables, peels, pits, coffee grounds, eggshells, bread, and grain products, grass clippings, leaves, plants, weeds, brush, natural Christmas trees, and non-wax coated paper products.

E. Preparation Of Organic Waste: Organic waste collected by the City shall be placed in biodegradable paper bags no more than 35-gallons, bundled branches, privately owned 35-gallon containers, subscribed city-issued 64-gallon organic waste carts, or subscribed city issued 13-gallon organic waste carts.

F. Organic waste set-out in a biodegradable paper bag requires single use stickers. The bags shall be no more than 35-gallon capacity, minimum two-ply weatherized material, and designed for yard waste collection capacity.

G. Disposable organic waste bags shall not exceed 40 pounds without tearing or falling apart. Cardboard boxes or plastic bags shall not be used for organic waste collection.

H. Organic waste set out in privately owned 35-gallon cans require a single-use yard waste sticker or an annual decal.

#### 13-6A-6: BULKY ITEM COLLECTION SERVICE:

- A. No person shall place bulky items that are larger than 3 feet by 2 feet in diameter or weigh over 40 pounds out for collection except in accordance with the provisions of this chapter.
- B. Premises receiving City solid waste collection service are eligible to set out bulky items for collection provided the customer schedules in advance of their collection. Items which are placed out for collection which have not been previously scheduled for collection will not be collected and the property owner shall be responsible for their removal.

#### 13-6A-7: FREQUENCY, TIME, AND AREAS OF COLLECTION:

- A. Frequency And Time Of Collection: Collections shall be made not more than once weekly at such time and in such areas of the City as shall be determined and set out in schedules prepared by the City Manager in accordance with the provisions of this article. All collections shall be made between the hours of 6:00 A.M. and 9:00 P.M.
- B. Collection Schedule: The collection schedule shall not include official City holidays unless otherwise determined by the City Manager. However, a Saturday may be substituted as the collection day to replace the collection which would otherwise be made on the day of the week the holiday occurs.
- C. Authority To Change Schedule: The City Manager is hereby authorized and empowered to change or amend the collection schedules from time to time as the City Manager may deem necessary.

#### 13-6A-8: STORAGE, CONTAINMENT, AND SET-OUT LOCATIONS OF SOLID WASTE:

- A. Alleys: Where collections are made from alleys, solid waste containers shall be placed in one location for each dwelling, in clear view and at the owner's property line abutting the alley and on the days designated.
- B. Streets: Where collections are made from the street, solid waste containers shall be placed in one location for each dwelling, in clear view and in the street right-of-way on the owner's property side of the curb and on the days designated in said schedule. Such containers shall be placed so as not to interfere with vehicular and pedestrian traffic and when emptied shall be promptly removed by the owner.
- C. Time Limit For Placement Of Containers On Streets: No person shall place solid waste or recycling at the street for collection more than 24 hours before the scheduled collection day. No person shall leave solid waste containers or recycling containers at the street for more than 24 hours after the scheduled collection day.

All solid waste shall be placed at the designated collection location for City collection by 6:00 A.M. on the scheduled collection day.

D. Duty When Solid Waste Not Collected: Any solid waste not in compliance with this chapter shall not be collected by the City and shall be removed by the owner within 24 hours after the scheduled collection day and stored in such a manner as not to create a health, safety, or fire hazard.

E. Solid waste collection containers stored in the right-of-way for longer than 24 hours after the scheduled collection day may be subject to removal at the property owner's expense.

F. The City may make exceptions for the storage and set out of solid waste containers for elderly or disabled persons upon application to the Public Works Department.

G. On collection days, solid waste containers shall be placed in plain view at a point within two feet of the curb or alley line.

H. If a customer would like to change the location of the normal set-out for collection, it must be approved by the City.

I. Containers must have a two-foot radius around each container, and the lid of the container must open toward the street or alley.

J. Material not intended for collection shall not be kept on or near the curb or alley line. The city shall not be responsible for any material so placed which is collected for disposal.

#### 13-6A-9: OWNERSHIP OF MATERIALS; UNAUTHORIZED COLLECTING PROHIBITED:

From the time of placement for collection as provided in section 13-6A-8 of this article, all solid waste and recyclable materials and recycling containers which meet the requirements of this chapter placed for collection by the City shall become and be the property of the City and it shall be a violation of this section for any person other than authorized personnel of the City to collect, pick up, or cause to be collected or picked up, any such materials.

#### 13-6A-10: RATES AND CHARGES ESTABLISHED; EXCEPTIONS:

A. Refuse.

1. Base Fee and Conditions: A fee of \$17.25 per dwelling unit per month shall be paid to the City by the account holder for solid waste collection services. The fee shall be in payment for collection and disposal of one (1) 35-gallon City owned cart per month per cart.

2. Optional Carts: The fee for a 48-gallon solid waste cart shall be \$19.31 per month. The fee for a 64-gallon solid waste cart is \$23.16 per month per cart. The fee for a 96-gallon solid waste cart is \$32.53 per month per cart.

3. Alley Cart Fees: The fee for a 48-gallon solid waste cart is \$17.25 per month per cart. The fee for a 64-gallon solid waste cart is \$18.76 per month per cart. The fee for a 96-gallon solid waste cart is \$26.92 per month per cart.

4. Shared Carts: In multifamily dwellings, where the property owner is the account holder, the owner can opt to using shared 96-gallon carts. Each unit will be billed the basic service, and the number of units will share one or more 96-gallon carts.

5. Single-use Refuse stickers: The fee for a single use refuse sticker shall be \$2.00 and shall be applied to each additional standard solid waste container, bag, or small item.

6. A fee of \$20.00 shall be paid to the City for each removal of refuse containers from the curb.

B. Recycling.

1. For Class II premises not serviced by City solid waste collection services for recycling collection, upon approval of an application for City recycling collection a fee of \$7.00 per month per 96-gallon container (or volume equivalence) shall be paid to the City by the property owner of each.

2. A fee of \$20.00 shall be paid to the City for each removal of recycling containers from the curb.

C. Organic Waste.

1. The fee for single-use brush-tie shall be \$1.50 each.

2. The fee for single use stickers shall be \$1.50 each.

3. The fee paid to the City by a customer of record with the City for an annual yard waste decal for a privately-owned rigid 35-gallon container shall be \$40.00 each. A decal shall only be used by the customer of record with the City who purchased it.

4. The fee paid to the City for subscription to a 64-gallon City-issued organic waste cart shall be \$10.00 per cart per month.

5. The minimum fee paid to the City for collection of a scheduled leaf rake out is \$20.00 for a forty (40) standard leaf bag equivalent pile of leaves in the parking lane at the curb.

3. A fee of \$20.00 shall be paid to the City for each removal of organic waste containers from the curb.

**D. Bulky Waste.**

1. A fee of \$13.00 shall be paid by the owner for each time the service is provided for up to the equivalent of three (3) cubic yards of solid waste.
2. An additional fee of \$13.00 shall be paid for each additional three (3) cubic yards of solid waste.
3. A fee of \$6.00 shall be paid to the City for each tire.
4. A fee of \$20.00 shall be paid to the City by the owner for each appliance collected in the service (such as stoves, microwaves, dishwashers, refrigerators, and dehumidifiers).
5. A fee of \$6.00 shall be paid to the City for metal material that is larger than 2 feet by 3 feet and or heavier than 40 pounds (such as grills, bed rails, exercise bikes).
6. A fee of \$20.00 shall be paid to the City for each collection of a TV or monitor.
7. A fee of \$6.00 shall be paid to the City for the collection of items with a plug in/chord per pick-up (such as VCR's, computer tower, or computer printer), Excluding TVs and monitors.
8. A fee of \$20.00 shall be paid to the City for each collection requested by the for service on a day not receiving weekly collection at the service address in which the collection crew is not in that service area or is not a current weekly solid waste customer of the City.

<b>Service Type</b>		<b>FY25 Rates</b>
Refuse	35-Gallon Cart	\$17.25
	48-Gallon Cart	\$19.31
	64-Gallon Cart	\$23.16
	96-Gallon Cart	\$32.53
	48-Gallon - ALLEY CART	\$17.25
	64-Gallon - ALLEY CART	\$18.67
	96-Gallon - ALLEY CART	\$26.92
	Shared Cart Fee Per Unit	\$17.25
	Single-Use Trash Sticker	\$2.00
	Discount for Income Eligible Customers (see Paragraph F of Section 13-6A-F)	(\$8.63)
Organic Waste	Annual Yard Waste Decal	\$40.00

	64-Gallon Cart	\$10.00
	13-Gallon Cart	\$1.00
	Leaf Rake-Out	\$20.00
	Yard Waste Brush Ties	\$1.50
	Single-Use Yard Waste Sticker	\$1.50
Recycling	Recycling Only - Residential & Commercial	\$7.00
Bulky Items	1 Hopper - 3 Cubic Yd of Refuse	\$13.00
	Tire	\$6.00
	Large Metal Material Pick-Up	\$6.00
	Appliance	\$20.00
	TV and Monitors	\$20.00
	Electronic Pick-Up	\$6.00
Miscellaneous	Off-Route/Non-Customer Fee	\$20.00
	Right-Of-Way Removal Fee	\$20.00

#### 13-6A-11: CHARGES; BILLING AND COLLECTION:

A. City Billing: The City Manager is authorized to bill tenants upon the written request of the property owner and according to a procedure to be established by the City Manager. The property owner in such cases shall provide any information on each tenant's mailing address to aid in the collection of fees for City services. In all cases, the property owner shall remain liable for the payment of all charges required by this chapter.

B. Monthly Billing: All accounts shall be billed monthly. The payment of bills is subject to the terms of section 13-1C-4 of this title.

C. Unpaid Billing For Class I Premises: The collection of solid waste provided Class I premises and the maintenance of the availability of such service, whether or not such service is used regularly or not at all by the owner of such Class I premises, is hereby declared a benefit to said premises at least equal to the monthly charges specified, and in case of failure to pay the monthly charge when billed as heretofore provided, then the monthly charge shall become a lien against the property benefited or served and shall be collected in the same manner as general Property Taxes.

D. Certify Delinquent Accounts To County Treasurer: It is the duty of the City Treasurer to certify the actual rates and fees plus the costs of administration to the County Treasurer as provided in section 13-1C-4 of this title and all such costs will constitute a lien against said property and be collected with and in the same manner as general Property Taxes on said property.

E. In cases of extreme financial hardship, the City may make adjustments in the monthly collection charges as deemed appropriate. In such cases, the City may require proof of financial status or extreme hardship, as the City may deem necessary.

F. When resident(s) of a Class I premises meets the HUD "Section 8" guidelines for the size of the household may, upon application to the City Manager or designee, be exempted from one-half (1/2) the established 35-gallon refuse collection service rate. After the initial application, annual review is required.

#### 13-6A-12: PRIVATE COLLECTION SERVICE:

A. License Required: No person shall engage in the business of removing or hauling solid waste from the premises of another person without a license to do so from the City Manager. The issuance of such license shall be in the manner prescribed and subject to the terms of title 4, chapter 1 of this Code.

B. Application For License; Fee: Application for such license shall specify the type of equipment and vehicles to be used, the routes to be traveled, the places to be served and the name and residence of the applicant. Such persons shall pay, at the Office of the City Treasurer, an annual license fee of \$25.00 per year for each vehicle engaged in such business.

C. Display Of License Number On Vehicle: No person shall operate a vehicle licensed under this section unless the license number is prominently displayed on the lower portion of the driver's side of the windshield in clear view. Such license number shall be affixed to the vehicle not less than five (5) days after the day of issue.

D. Separability Of Provisions: It is the intention of the City Council that each subsection, paragraph, sentence, clause, and provision of this section is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this section nor any part thereof other than that affected by such decision.

Section 2. This ordinance shall take effect July 1, 2024.

Passed, approved, and adopted this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Brad Cavanagh, Mayor

Attest:

\_\_\_\_\_  
Adrienne Breitfelder, City Clerk

## EFFECT OF AMENDMENT

### 13-6-1: DEFINITIONS:

For the purpose of this chapter the following definitions shall apply:

BUILDING MATERIALS:	Any material such as lumber, floor coverings, brick, plaster, sheet metal or any other substances accumulated as a result of repairs or additions to existing buildings, construction of new buildings or demolition of existing structures.
BULKY ITEM(S)	Any items that do not fit into a city-issued refuse cart and that are larger than three feet by two feet or weigh more than 40 pounds.
CLASS I PREMISES:	<p>Shall mean and include the following properties in the City of Dubuque:</p> <ul style="list-style-type: none"><li>A. Single-family dwellings.</li><li>B. Multiple-family dwellings up to and including six (6) dwelling units.</li><li>C. Dwelling units in business or commercial premises.</li></ul> <p>Where two (2) or more laterally connected or joined dwelling units, including condominiums, townhouses, and row houses, in which each dwelling unit has separate access and utility service, each dwelling unit shall constitute a single-family dwelling.</p>
CLASS II PREMISES:	<p>Residential premises other than Class I residential premises, located in the City of Dubuque, including:</p> <ul style="list-style-type: none"><li>A. Dwellings in trailer courts;</li><li>B. Schools, colleges, churches, convents, nursing homes, rooming houses and other semiprivate institutions; and</li><li>C. Multiple-family dwellings exceeding six (6) dwelling units.</li></ul>
CLASS III PREMISES:	All business and commercial premises located in the City of Dubuque, including that part of a residential premises with a business or commercial use.
DWELLING:	Shall mean and include any building or portion thereof containing one or more dwelling units.

DWELLING UNIT:	Shall mean and include one or more connected rooms having complete kitchen facilities and arranged, designed, or used as living quarters for one family only.
FOOD SCRAPS:	Solid, semisolid, and liquid animal and vegetable residuals resulting from the handling, preparing, cooking, storing, serving and consuming of food.
GARBAGE:	All solid and semisolid, putrescible animal and vegetable wastes resulting from the handling, preparing, cooking, storing, serving and consuming of food or of material intended for use as food, and all offal, excluding useful industrial byproducts, and shall include all such substances from all public and private establishments and from all residences.
HAZARDOUS WASTES:	Waste materials, including, but not limited to, poisons, pesticides, herbicides, acids, caustics, biohazardous wastes, flammable or explosive materials and similar harmful wastes which require special handling, and which must be disposed of in such a manner as to conserve the environment and protect the public health and safety.
ORGANIC WASTE:	Any biodegradable waste material originating from plants, animals, or other natural sources that can be decomposed or broken down into simpler organic compounds through biological processes. This includes but is not limited to food scraps, yard waste, paper products, and other biodegradable materials. Organic waste does not include materials such as plastics, metals, or glass which do not readily decompose under natural conditions.
OWNER:	In addition to the record titleholder, any person residing in, renting, leasing, occupying, operating, or transacting business in any premises and as between such parties, the duties, responsibilities, liabilities, and obligations hereafter imposed shall be joint and several.
PREMISES:	A building or part of a building and its grounds located in the City of Dubuque.
RECYCLABLE MATERIALS:	Materials, as designated by the City of Dubuque and set out in this chapter, which would otherwise become solid waste that can be source separated, collected, processed, and returned to the economic stream in the form of raw materials or products.
REFUSE:	All landfilled material generated by occupiers of land within the City of Dubuque corporate limits, whether recyclable or nonrecyclable material.
SOLID WASTE:	Garbage, refuse, rubbish, recyclable materials, organic waste, and other similar discarded solid or semisolid materials, including, but not limited to, such materials

	resulting from industrial, commercial, agricultural, and domestic activities. Solid waste does not include toxic or hazardous materials.
YARD WASTE:	Organic materials generated from routine maintenance and landscaping activities within residential, commercial, or public properties. This includes grass clippings, leaves, branches, shrub trimmings, and other vegetative matter originating from the maintenance of lawns, gardens, and outdoor landscapes. Yard waste does not include materials such as soil, rocks, or construction debris.

#### 13-6-2: DEPOSITS ON OTHER PUBLIC OR PRIVATE PROPERTY:

- A. Prohibition: No person shall throw, rake, deposit, dump, drop, spill or store (other than the placement of containers for collection as provided herein) any solid waste or toxic and hazardous wastes upon the streets, sidewalks, rights of way or any public or private property within the city.
- B. Exception: This section shall not apply to junk dealers, auto salvage dealers, pawnbrokers or secondhand dealers licensed under title 4, chapter 6 of this code.

#### 13-6-3: WRAPPING AND DRAINING OF CERTAIN SOLID WASTES:

All solid waste consisting of waste animal and vegetable matter which may attract flies, dogs, cats, rodents, and other animals shall be drained of all excess liquid, wrapped in paper or disposable containers, and placed or stored, until collected, in covered suitable containers.

#### 13-6-4: UNLAWFUL ACCUMULATIONS:

- A. Health Or Sanitation Hazard: It shall be unlawful for any person to permit to accumulate on any premises, improved or vacant, or on any public place in the city, such quantities of solid waste, either in containers or not, that shall constitute a health or sanitation hazard.
- B. Storage Within Or Close To Buildings: It shall be unlawful for any person to accumulate quantities of refuse, papers, garbage, ashes or other solid waste within or close to any building in the city, unless the same is stored in containers in such a manner as not to create a health or fire hazard.

#### 13-6-5: STORAGE AND ACCUMULATION RESTRICTED:

- A. Within the corporate limits of the city, all garbage or refuse consisting of waste animal or vegetable matter upon which rats may feed, and all small dead animals, shall be placed and stored until collected in covered metal containers of a type prescribed by the health officer.

B. Dumping On Premises Or Waterways Prohibited: It is unlawful for any person to dump or place on any premises, land or waterway, any dead animals, or any waste vegetable or animal matter of any kind.

C. Providing Harborage For Rats: It shall be unlawful for any person to place, leave, dump, or permit to accumulate any garbage, rubbish or trash in any building or on any premises, improved or vacant, or on any open lot or alley in the city so that the same shall or may afford food or harborage for rats.

D. Lumber And Boxes Placed On Elevated Racks: It shall be unlawful for any person to permit to accumulate on any premises, improved or vacant, or on any open lot or alley in the city any lumber, boxes, barrels, bottles, cans, containers or similar material that may be permitted to remain thereon unless same shall be placed on open racks that are elevated not less than eighteen inches (18") above the ground, and evenly piled or stacked.

#### 13-6-6: HAZARDOUS AND PROHIBITED WASTES REGULATED:

A. Deposits Prohibited Except For Special Collection: No person shall deposit in a solid waste container or otherwise offer for city collection any hazardous wastes or prohibited wastes, except when a special collection is established by the city manager.

B. Transportation By Owner: Hazardous wastes and prohibited wastes shall be transported by the owner to a sanitary disposal project licensed by the Iowa Department of Natural Resources to accept such wastes.

C. Prohibited Wastes Described: "Prohibited wastes" includes, but is not limited to, waste oils, lead acid batteries and tires.

D. The City of Dubuque solid waste collection service will not collect, including but not limited to, the following materials: Industrial waste; oil soaked rags, solvents, liquid paints, acids, chemicals, or other explosive or highly combustible or flammable or hazardous materials; caustics, poisons, pesticides or herbicides; radioactive or toxic waste, biomedical waste; liquids, including motor oil; gaseous waste; septage, raw sewage, sludge and industrial process sludge; manure contaminated hay and straw or animal feces unless properly bagged; carcasses, viscera, or entrails of animals, unless properly contained, wrapped, or packaged; hot ashes; and building materials.

#### 13-6-7: VEHICLES HAULING SOLID WASTE:

A. Dropping, Sifting Or Leaking Of Load: No person shall haul any solid waste upon the streets, alleys or public places of the city unless the vehicle used for such purpose is so constructed or loaded or the load securely covered as to prevent any of its load from dropping, sifting, leaking, or otherwise escaping or its load covering from dropping from the vehicle, except that materials may be dropped for the purpose of securing traction, or

water or other substance may be applied on a roadway in cleaning or maintaining such roadway.

B. Sanitary Condition: All vehicles, containers and dumpsters used for the collection and removal of solid waste shall be kept in a clean, inoffensive, and sanitary condition. All solid waste shall be handled in such a way as to prevent the scattering, spilling or leakage of same.

#### 13-6-8: USE OF STATE APPROVED DUMP SITE OR DISPOSAL PROJECT:

A. State Licensed Project: No person shall haul or cause to be hauled any solid waste to any sanitary disposal project, dump site or any other area unless such disposal project, dump site or other area is licensed by and in full compliance with all regulations in the state in which it is located.

B. Filling Or Excavating; Permit Required: No person shall use dirt, stone, brick, concrete or similar inorganic material for fill, landscaping, excavation or grading without first obtaining a building permit, if required by other provisions of this code, and only in conformance with all provisions of the zoning and subdivision ordinances of this code.

### ARTICLE A. CITY OR PRIVATE COLLECTION SERVICE

#### 13-6A-1: CITY MANAGER'S AUTHORITY GENERALLY:

The City Manager, or designee, is hereby authorized and directed to employ City owned vehicles and equipment and the necessary operating personnel to collect refuse, recyclable materials, organic waste, and bulky items and to collect fees and administer the program as provided for in this article in the City, upon the terms and conditions of this article.

#### 13-6A-2: AVAILABILITY OF COLLECTION SERVICE:

A. Collection service is provided within to City residents and businesses as described in this Chapter. The City Manager may consider requests for service outside of city limits, at the City Manager's sole discretion.

B. Class I Premises: City solid waste collection services shall be mandatory.

C. Class II Premises: Class II premises not serviced by City solid waste collection services may apply to the City Manager for such collection services.

D. Class III Premises: Class III premises not serviced by City solid waste collection services may apply to the City Manager for such collection services.

E. Recycling Services: Class II premises not serviced by City solid waste collection services and Class III premises may apply to the City Manager for such recycling services.

F. Refusal Of Service: The City Manager may refuse solid waste collection services or recycling services because of quantities or characteristics beyond the capacity or capability to be handled efficiently or safely by City personnel and equipment.

#### 13-6A-3: REFUSE COLLECTION SERVICE:

A. All City of Dubuque solid waste customers shall use a city-issued cart for collection. The base rate gives access to a 35-gallon tipper cart for weekly refuse collection.

B. In cases where a customer may choose multiple refuse carts or a cart larger than the base rate 35-gallon cart, the customer may choose from three additional cart sizes of forty-eight (48), sixty-four (64), or ninety-six (96) gallons.

C. Excess Refuse: Official City of Dubuque single-use refuse stickers shall be applied to each additional standard 35-gallon solid waste container, bag, or small item (not exceeding 3 feet by 2 feet or heavier than 40 pounds) which does not fit in the subscribed cart.

D. Electronics or items larger than 3 feet by 2 feet or heavier than 40 pounds must be scheduled as a bulky item pick-up.

E. The City Manager may require additional cart capacity if the subscribed cart is insufficient. The City shall notify the applicable account holder in writing of the additional capacity requirement, deliver the larger cart, and adjust the monthly bill.

F. All refuse placed into City-issued carts must be in tied bags.

G. Except for Class II premises, biomedical waste shall be placed in suitable containers separately from all other solid waste. Sharp objects, such as hypodermic needles, syringes, and lancets, shall be securely contained in hard plastic or metal disposable containers with screw-on or tightly secured lids for collection. Other biomedical waste, such as soiled bandages, disposable sheets, and medical gloves, shall be placed in thick disposable plastic bags or shall be double-bagged.

H. Glass and similar materials shall be placed in puncture-resistant boxes and securely closed.

#### 13-6A-4: RECYCLING COLLECTION SERVICE:

A. One City owned curbside recycling container shall be provided by the City to each dwelling for the collection of recyclable materials. If additional recycling capacity is needed, a second container may be issued.

B. The following types of solid waste are curbside recyclable materials: Rigid plastics with a recycling symbol between #1 – 5, Paper/cardboard/newspaper, and metal materials

(such as cans, clean foil, pans).

C. When a customer's recycling container is frequently contaminated with nonrecyclable material and violations persist, the City may remove the container and stop the weekly collection.

#### 13-6A-5: ORGANIC WASTE COLLECTION SERVICE:

A. All organic waste shall be separated from all other solid waste and shall be composted on the premises or placed in yard waste collection containers for collection.

B. Any premises composting on site shall maintain all compost piles in accordance with Title 6, Chapter 4 of this Code.

C. Organic waste shall be collected according to the schedule established by the City Manager.

D. The following materials may be collected curbside: branches and tree limbs - less than 5 feet long (must be bundled), flowers and potted plants (no pots), food scraps - fruit and vegetables, peels, pits, coffee grounds, eggshells, bread, and grain products, grass clippings, leaves, plants, weeds, brush, natural Christmas trees, and non-wax coated paper products.

E. Preparation Of Organic Waste: Organic waste collected by the City shall be placed in biodegradable paper bags no more than 35-gallons, bundled branches, privately owned 35-gallon containers, subscribed city-issued 64-gallon organic waste carts, or subscribed city issued 13-gallon organic waste carts.

F. Organic waste set-out in a biodegradable paper bag requires single use stickers. The bags shall be no more than 35-gallon capacity, minimum two-ply weatherized material, and designed for yard waste collection capacity.

G. Disposable organic waste bags shall not exceed 40 pounds without tearing or falling apart. Cardboard boxes or plastic bags shall not be used for organic waste collection.

H. Organic waste set out in privately owned 35-gallon cans require a single-use yard waste sticker or an annual decal.

#### 13-6A-6: BULKY ITEM COLLECTION SERVICE:

A. No person shall place bulky items that are larger than 3 feet by 2 feet in diameter or weigh over 40 pounds out for collection except in accordance with the provisions of this chapter.

B. Premises receiving City solid waste collection service are eligible to set out bulky items for collection provided the customer schedules in advance of their collection. Items

which are placed out for collection which have not been previously scheduled for collection will not be collected and the property owner shall be responsible for their removal.

#### 13-6A-7: FREQUENCY, TIME, AND AREAS OF COLLECTION:

A. Frequency And Time Of Collection: Collections shall be made not more than once weekly at such time and in such areas of the City as shall be determined and set out in schedules prepared by the City Manager in accordance with the provisions of this article. All collections shall be made between the hours of 6:00 A.M. and 9:00 P.M.

B. Collection Schedule: The collection schedule shall not include official City holidays unless otherwise determined by the City Manager. However, a Saturday may be substituted as the collection day to replace the collection which would otherwise be made on the day of the week the holiday occurs.

C. Authority To Change Schedule: The City Manager is hereby authorized and empowered to change or amend the collection schedules from time to time as the City Manager may deem necessary.

#### 13-6A-8: STORAGE, CONTAINMENT, AND SET-OUT LOCATIONS OF SOLID WASTE:

A. Alleys: Where collections are made from alleys, solid waste containers shall be placed in one location for each dwelling, in clear view and at the owner's property line abutting the alley and on the days designated.

B. Streets: Where collections are made from the street, solid waste containers shall be placed in one location for each dwelling, in clear view and in the street right-of-way on the owner's property side of the curb and on the days designated in said schedule. Such containers shall be placed so as not to interfere with vehicular and pedestrian traffic and when emptied shall be promptly removed by the owner.

C. Time Limit For Placement Of Containers On Streets: No person shall place solid waste or recycling at the street for collection more than 24 hours before the scheduled collection day. No person shall leave solid waste containers or recycling containers at the street for more than 24 hours after the scheduled collection day.

All solid waste shall be placed at the designated collection location for City collection by 6:00 A.M. on the scheduled collection day.

D. Duty When Solid Waste Not Collected: Any solid waste not in compliance with this chapter shall not be collected by the City and shall be removed by the owner within 24 hours after the scheduled collection day and stored in such a manner as not to create a health, safety, or fire hazard.

E. Solid waste collection containers stored in the right-of-way for longer than 24 hours after the scheduled collection day may be subject to removal at the property owner's

expense.

F. The City may make exceptions for the storage and set out of solid waste containers for elderly or disabled persons upon application to the Public Works Department.

G. On collection days, solid waste containers shall be placed in plain view at a point within two feet of the curb or alley line.

H. If a customer would like to change the location of the normal set-out for collection, it must be approved by the City.

I. Containers must have a two-foot radius around each container, and the lid of the container must open toward the street or alley.

J. Material not intended for collection shall not be kept on or near the curb or alley line. The city shall not be responsible for any material so placed which is collected for disposal.

#### 13-6A-9: OWNERSHIP OF MATERIALS; UNAUTHORIZED COLLECTING PROHIBITED:

From the time of placement for collection as provided in section 13-6A-8 of this article, all solid waste and recyclable materials and recycling containers which meet the requirements of this chapter placed for collection by the City shall become and be the property of the City and it shall be a violation of this section for any person other than authorized personnel of the City to collect, pick up, or cause to be collected or picked up, any such materials.

#### 13-6A-10: RATES AND CHARGES ESTABLISHED; EXCEPTIONS:

A. Refuse.

1. Base Fee and Conditions: A fee of \$17.25 per dwelling unit per month shall be paid to the City by the account holder for solid waste collection services. The fee shall be in payment for collection and disposal of one (1) 35-gallon City owned cart per month per cart.

2. Optional Carts: The fee for a 48-gallon solid waste cart shall be \$19.31 per month. The fee for a 64-gallon solid waste cart is \$23.16 per month per cart. The fee for a 96-gallon solid waste cart is \$32.53 per month per cart.

3. Alley Cart Fees: The fee for a 48-gallon solid waste cart is \$17.25 per month per cart. The fee for a 64-gallon solid waste cart is \$18.76 per month per cart. The fee for a 96-gallon solid waste cart is \$26.92 per month per cart.

4. Shared Carts: In multifamily dwellings, where the property owner is the account holder, the owner can opt to using shared 96-gallon carts. Each unit will be

billed the basic service, and the number of units will share one or more 96-gallon carts.

5. Single-use Refuse stickers: The fee for a single use refuse sticker shall be \$2.00 and shall be applied to each additional standard solid waste container, bag, or small item.

6. A fee of \$20.00 shall be paid to the City for each removal of refuse containers from the curb.

B. Recycling.

1. For Class II premises not serviced by City solid waste collection services for recycling collection, upon approval of an application for City recycling collection a fee of \$7.00 per month per 96-gallon container (or volume equivalence) shall be paid to the City by the property owner of each.

2. A fee of \$20.00 shall be paid to the City for each removal of recycling containers from the curb.

C. Organic Waste.

1. The fee for single-use brush-tie shall be \$1.50 each.

2. The fee for single use stickers shall be \$1.50 each.

3. The fee paid to the City by a customer of record with the City for an annual yard waste decal for a privately-owned rigid 35-gallon container shall be \$40.00 each. A decal shall only be used by the customer of record with the City who purchased it.

4. The fee paid to the City for subscription to a 64-gallon City-issued organic waste cart shall be \$10.00 per cart per month.

5. The minimum fee paid to the City for collection of a scheduled leaf rake out is \$20.00 for a forty (40) standard leaf bag equivalent pile of leaves in the parking lane at the curb.

3. A fee of \$20.00 shall be paid to the City for each removal of organic waste containers from the curb.

D. Bulky Waste.

1. A fee of \$13.00 shall be paid by the owner for each time the service is provided for up to the equivalent of three (3) cubic yards of solid waste.
2. An additional fee of \$13.00 shall be paid for each additional three (3) cubic yards of solid waste.
3. A fee of \$6.00 shall be paid to the City for each tire.
4. A fee of \$20.00 shall be paid to the City by the owner for each appliance collected in the service (such as stoves, microwaves, dishwashers, refrigerators, and dehumidifiers).
5. A fee of \$6.00 shall be paid to the City for metal material that is larger than 2 feet by 3 feet and or heavier than 40 pounds (such as grills, bed rails, exercise bikes).
6. A fee of \$20.00 shall be paid to the City for each collection of a TV or monitor.
7. A fee of \$6.00 shall be paid to the City for the collection of items with a plug in/chord per pick-up (such as VCR's, computer tower, or computer printer), Excluding TVs and monitors.
8. A fee of \$20.00 shall be paid to the City for each collection requested by the for service on a day not receiving weekly collection at the service address in which the collection crew is not in that service area or is not a current weekly solid waste customer of the City.

Service Type		FY25 Rates
Refuse	35-Gallon Cart	\$17.25
	48-Gallon Cart	\$19.31
	64-Gallon Cart	\$23.16
	96-Gallon Cart	\$32.53
	48-Gallon - ALLEY CART	\$17.25
	64-Gallon - ALLEY CART	\$18.67
	96-Gallon - ALLEY CART	\$26.92
	Shared Cart Fee Per Unit	\$17.25
	Single-Use Trash Sticker	\$2.00
	Discount for Income Eligible Customers (see Paragraph F of Section 13-6A-F)	(\$8.63)
Organic Waste	Annual Yard Waste Decal	\$40.00
	64-Gallon Cart	\$10.00
	13-Gallon Cart	\$1.00
	Leaf Rake-Out	\$20.00
	Yard Waste Brush Ties	\$1.50

	Single-Use Yard Waste Sticker	\$1.50
Recycling	Recycling Only - Residential & Commercial	\$7.00
Bulky Items	1 Hopper - 3 Cubic Yd of Refuse	\$13.00
	Tire	\$6.00
	Large Metal Material Pick-Up	\$6.00
	Appliance	\$20.00
	TV and Monitors	\$20.00
	Electronic Pick-Up	\$6.00
Miscellaneous	Off-Route/Non-Customer Fee	\$20.00
	Right-Of-Way Removal Fee	\$20.00

#### 13-6A-11: CHARGES; BILLING AND COLLECTION:

A. City Billing: The City Manager is authorized to bill tenants upon the written request of the property owner and according to a procedure to be established by the City Manager. The property owner in such cases shall provide any information on each tenant's mailing address to aid in the collection of fees for City services. In all cases, the property owner shall remain liable for the payment of all charges required by this chapter.

B. Monthly Billing: All accounts shall be billed monthly. The payment of bills is subject to the terms of section 13-1C-4 of this title.

C. Unpaid Billing For Class I Premises: The collection of solid waste provided Class I premises and the maintenance of the availability of such service, whether or not such service is used regularly or not at all by the owner of such Class I premises, is hereby declared a benefit to said premises at least equal to the monthly charges specified, and in case of failure to pay the monthly charge when billed as heretofore provided, then the monthly charge shall become a lien against the property benefited or served and shall be collected in the same manner as general Property Taxes.

D. Certify Delinquent Accounts To County Treasurer: It is the duty of the City Treasurer to certify the actual rates and fees plus the costs of administration to the County Treasurer as provided in section 13-1C-4 of this title and all such costs will constitute a lien against said property and be collected with and in the same manner as general Property Taxes on said property.

E. In cases of extreme financial hardship, the City may make adjustments in the monthly collection charges as deemed appropriate. In such cases, the City may require proof of financial status or extreme hardship, as the City may deem necessary.

F. When resident(s) of a Class I premises meets the HUD "Section 8" guidelines for the size of the household may, upon application to the City Manager or designee, be exempted from one-half (1/2) the established 35-gallon refuse collection service rate. After the initial application, annual review is required.

13-6A-12: PRIVATE COLLECTION SERVICE:

A. License Required: No person shall engage in the business of removing or hauling solid waste from the premises of another person without a license to do so from the City Manager. The issuance of such license shall be in the manner prescribed and subject to the terms of title 4, chapter 1 of this Code.

B. Application For License; Fee: Application for such license shall specify the type of equipment and vehicles to be used, the routes to be traveled, the places to be served and the name and residence of the applicant. Such persons shall pay, at the Office of the City Treasurer, an annual license fee of \$25.00 per year for each vehicle engaged in such business.

C. Display Of License Number On Vehicle: No person shall operate a vehicle licensed under this section unless the license number is prominently displayed on the lower portion of the driver's side of the windshield in clear view. Such license number shall be affixed to the vehicle not less than five (5) days after the day of issue.

D. Separability Of Provisions: It is the intention of the City Council that each subsection, paragraph, sentence, clause, and provision of this section is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this section nor any part thereof other than that affected by such decision.

City of Dubuque  
City Council Meeting

Action Items # 05.

**ITEM TITLE:** Establishing Stormwater Management Utility Fee Rates under City of Dubuque Code of Ordinances for Fiscal Year 2025

**SUMMARY:** City Manager recommending City Council adopt an ordinance establishing the stormwater management utility fee rates under City of Dubuque Code of Ordinances for Fiscal Year 2025. Additional information is located in the City Manager's memo for Public Hearing #4.

**ORDINANCE** Amending City of Dubuque Code of Ordinances Section 13-4-5 (D) SFU Rate, Charges; Utility Revenues

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

**ATTACHMENTS:**

**Description**

Staff Memo  
Ordinance

**Type**

Staff Memo  
Ordinance

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

**FROM:** Gus Psihoyos, City Engineer

**SUBJECT:** Stormwater Management Utility Fee Rate Change

**DATE:** April 10, 2024

### **INTRODUCTION**

The purpose of this memo is to outline a recommendation to modify Section 13-4-5 (D) of the Code of Ordinances, thereby adjusting the stormwater utility fee rate as proposed with the Fiscal Year 2025 budget.

### **BACKGROUND**

In February of 2003, Ordinance 7-03 was passed establishing a Stormwater Management Utility and established the associated user fee. Even after establishing the stormwater utility fee, stormwater management activities were funded from several sources: 15% from the stormwater utility fee, 22% from property taxes, 5% from sales tax, and 58% from DRA distribution funds. Beginning with the adoption of the FY2009 budget, the Stormwater Management Utility has been a self-supporting enterprise fund – all stormwater management activities have been funded exclusively by the stormwater management utility and permit fees.

To fund the operational and capital costs of the public stormwater management system, including improvements such as the multi-phase Bee Branch Watershed Flood Mitigation Project, the City Council adopted Ordinance 21-12 which established that the stormwater utility fee would increase to \$9.00 per month on July 1, 2016. Subsequently, the Iowa General Assembly created the Flood Mitigation Program which provides funding for flood mitigation projects undertaken by approved local governments such as the City of Dubuque. Having updated the Drainage Basin Master Plan in the fall of 2013, which outlined the improvements associated with the 12-phase Bee Branch Watershed Flood Mitigation Project, the City was successful in securing \$98.5 million in State sales tax increment funding. With the infusion of funding, the City Council adopted Ordinance 16-14 in March of 2014 establishing that the stormwater utility fee would not reach \$9.00 per month until July 1, 2021. The City was able to provide stormwater management services each fiscal year thereafter within the rate structure established by Ordinance 16-14. However, due to the uncertain economic impacts of the current COVID-19 pandemic, the planned increase for FY21 was delayed. With the adoption of the FY23 budget, the rate reached \$9.00 per month, seven years later than previously scheduled.

In March of 2023, the City Council adopted Ordinance 14-23 establishing the Stormwater Management Utility Rate at \$10.00 for a single-family home for FY24.

## **DISCUSSION**

Fiscal Year 2025 will be the eighteenth fiscal year that the City's stormwater management needs are recommended to be fully funded by stormwater user fees. The stormwater user fees provide funding to comply with the National Pollution Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit, operate and maintain existing stormwater management infrastructure, and implement the various drainage and flood mitigation improvements in both the Catfish Creek and Bee Branch watersheds.

Between 1999 and 2011, there were six Presidential Disaster Declarations which impacted the Bee Branch Creek Watershed. The Drainage Basin Master Plan was completed and adopted by the City Council in 2001. It identified a flood-prone area with over 1,000 properties. And according to a subsequent study in 2009 by the Federal Emergency Management Agency (FEMA), there are 1,373 properties in the flood prone, at-risk area. In addition to homes, there are over 70 businesses in the at-risk area with over \$500 million in annual sales. The flood prone area in the Bee Branch Watershed encompasses historic neighborhoods offering some of the community's most affordable workforce housing. Most residents are working families, many are elderly -- those least likely to recover from repetitive flood loss. Repetitive flood damage leads to disinvestment: from 2004 to 2009, while commercial property values grew by 39% citywide, they fell by 6% in the Bee Branch Watershed flood prone area. The improvements in the Bee Branch Watershed are part of the multi-phased, fiscally responsible, holistic Bee Branch Watershed Flood Mitigation Project which will mitigate flooding, improve water quality, stimulate investment, and enhance the quality of life.

The City has been able to garner support from local, state, and federal partners with over \$169 million in outside funding to help offset the cost of the overall \$250 million Bee Branch Watershed Flood Mitigation Project. With support from its partners, the City has made steady progress towards completion of the various project phases. The Bee Branch Watershed Flood Mitigation Project phases and status are as follows:

<b>Phase</b>	<b>Description</b>	<b>Status</b>
<b>1</b>	Carter Road Detention Basin	Complete
<b>2</b>	West 32nd Street Detention Basin	Complete
<b>3</b>	Historic Millwork District	Complete
<b>4</b>	Lower Bee Branch Creek Restoration	Complete
<b>5</b>	Flood Mitigation Gate & Pump Replacement	Under Design
<b>6</b>	Impervious Surface Reduction	1/3 of alleys converted to "Green Alleys"
<b>7</b>	Upper Bee Branch Creek Restoration/Railroad Culverts	Complete
<b>8</b>	22nd Street Storm Sewer Improvements	Complete from Elm Street to N. Main
<b>9</b>	Flood Mitigation Maintenance Facility	Site Cleanup/Preparation
<b>10</b>	North End Storm Sewer Improvements	Initiate Design in 2028
<b>11</b>	Water Plant Flood Protection	Initiate Design in 2024
<b>12</b>	17th Street Storm Sewer Improvements	Complete from Elm St. to Heeb St.

While the risk of flash flooding remains until all improvements are implemented, progress on each phase lessens the threat of flash flood damage. When complete, it is expected to prevent an estimated \$582 million in damages over its 100-year design life.

One of the more significant phases in terms of flood mitigation benefits provided is Phase V, the Flood Mitigation Gate & Pump Replacement Project. This project, also referred to as the Bee Branch Stormwater Pumping Station Project, involves construction of a new pump station that includes the following elements:

- New flood gates;
- Replacement of the two existing flood pumps with four new pumps;
- Replacement and updating of the electrical service to current standards; and
- Installation of a back-up generator for the additional pumps to address the needed resiliency being demanded by the storms of recent years.

The new flood gates will be constructed on the basin side of the levee (on the west side of Kerper Boulevard) which allows for the pumps to operate more efficiently, eliminates the environmental concerns associated with the Higgins Eye Clams found on the river side of the levee, and allows for operation of the existing facility to maintain flood protection during construction of the new facility. Instead of utilizing the two existing 90,000 gallons per minute (gpm) pumps that are more than 50 years old, the new facility will have four 90,000 gpm pumps. This allows for redundancy in the event of a pump failure. In concert with the Bee Branch Creek Restoration Project (including the Bee Branch Railroad Culverts Project), the proposed project improvements will provide a system that can accommodate the flooding that occurred between 1999 and 2011 – flooding that has resulted in six presidential disaster declarations due to public and private property damage, flooding that has impacted more than 1,300 homes and businesses. It also provides for additional resiliency options as rainstorms increase in both depth and intensity.

The proposed FY25-29 budget includes \$16,839,000 in funding for the Bee Branch Gate & Pump Replacement Project. Along with the funding in FY24 budget and a \$7.7 million EDA grant awarded in the fall of 2023, the proposed funding plan for the \$28,158,400 project is as follows:

Federal EDA Grant	\$7,700,000
State Sales Tax Increment	\$8,254,445
Stormwater User Fees	\$1,664,964
DRA Distribution	\$1,400,000
State Revolving Fund (SRF) Loan	<u>\$9,138,991</u>
	\$28,158,400

This funding plan would allow for construction of the improvements to start in the fall of 2024. It also would require a 15% stormwater user fee rate increase. But since the original recommendation was presented reflecting the 15% rate increase, H.R. 2882, the “Further Consolidated Appropriations Act, 2024” was signed into law which included an

\$8,000,000 FEMA Community Project appropriation for the “Dubuque Flood Mitigation Gates and Pumps” project. The additional grant funding reducing the need for SRF debt and allows for the funding plan as follows:

Federal EDA Grant	\$7,700,000
Federal FEMA Grant	\$8,000,000
State Sales Tax Increment	\$8,254,445
Stormwater User Fees	\$1,664,964
DRA Distribution	\$1,400,000
State Revolving Fund (SRF) Loan	\$1,138,991
	<hr/>
	\$28,158,400

The revised funding plan, made possible by the additional FEMA Community Project funding, allows for reducing the proposed rate increase in FY25 from 15% down to 5%.

Therefore, the proposed rate for FY25 involves an increase from \$10.00 to \$10.50 per month for the average homeowner.

#### **RECOMMENDATION**

I recommend amending the City Code of Ordinances to establish the Stormwater Utility Fee rate for FY25 at \$10.50.

#### **BUDGET IMPACT**

The proposed rate increase to \$10.50 per month for the average homeowner in FY25.

#### **ACTION TO BE TAKEN**

I respectfully request passing the attached ordinance amending Section 13-4-5 (D) of the City Code of Ordinances to establish the stormwater management utility fee rate at \$10.50 starting July 1, 2024.

Attach.

Prepared by Deron Muehring

cc: Jenny Larson, Chief Financial Officer  
Crenna Brumwell, City Attorney

**ORDINANCE NO.**

**AMENDING CITY OF DUBUQUE CODE OF ORDINANCES SECTION 13-4-5 (D)  
SFU RATE, CHARGES; UTILITY REVENUES**

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

Section 1. That City of Dubuque Code of Ordinances Section 13-4-5 is  
amended to read as follows:

- (D) The SFU rate to be applied to residential and nonresidential properties  
shall be \$10.50 per SFU.

Section 2. This Ordinance shall take effect on the 1<sup>st</sup> day of July, 2024.

Passed, approved and adopted this 15<sup>th</sup> day of April 2024.

\_\_\_\_\_  
Brad M. Cavanagh, Mayor

Attest:

\_\_\_\_\_  
Adrienne Breitfelder, CMC City Clerk

City of Dubuque  
City Council Meeting

Action Items # 06.

**ITEM TITLE:** Five-Year Street Construction Program for Fiscal Years 2025-2029  
**SUMMARY:** City Manager recommending approval of a resolution adopting the Five-Year Street Construction Program for Fiscal Years 2025 - 2029. Additional information is located in the City Manager's memo for Public Hearing #4.

**RESOLUTION** Adopting the Five-Year Street Construction Program for Fiscal Years 2025 - 2029  
**SUGGESTED DISPOSITION:** Suggested Disposition: Receive and File; Adopt Resolution(s)

**ATTACHMENTS:**

Description	Type
Staff Memo	Staff Memo
Resolution	Resolutions
Five-Year Street Program FY25-29 Proposed	Supporting Documentation

**TO:** Michael C. Van Milligen, City Manager  
**FROM:** Gus Psihoyos, City Engineer  
**DATE:** April 10, 2024  
**RE:** Five-Year Street Construction Program for Fiscal Years 2025 - 2029

### **INTRODUCTION**

The enclosed resolution provides for the City Council approval of the Annual Five-Year Street Construction Program for Fiscal Years 2025 - 2029.

### **DISCUSSION**

The Five-Year Street Construction Program for Fiscal Years 2025 - 2029, which is part of the Five-Year Capital Improvement Projects, includes the estimated costs for the street construction work and the anticipated year during which each project will be undertaken. The Five-Year Street Construction Program is considered annually by the City Council as part of the budget process.

The Iowa Department of Transportation (IDOT) provides annual projections on the amount of Road Use Tax Funds the City of Dubuque will receive over the next five years based on a per capita amount. The State Road Use Tax Fund consists of revenues from fuel tax, vehicle registration fees, use tax, driver's license fees and other miscellaneous sources and is distributed to cities on a per capita basis. It should be noted that in FY 2010, the Iowa Department of Revenue increased Road Use Tax Funds (RUT) as a result of higher vehicle registration fees passed into law in 2008. The gas tax was increased ten cents beginning in February 2015. The city is estimated to receive \$43,870,059 for FY 2025-2029, of which \$23,224,233 is programmed for street related improvements.

### **RECOMMENDATION**

I recommend that the City Council accept the Annual Five-Year Construction Program for Fiscal Years 2025 - 2029.

### **ACTION TO BE TAKEN**

The City Council is requested to approve this resolution for the acceptance of the Five-Year Construction Program for Fiscal Years 2025 - 2029.

GNP/kjb

cc: Jenny Larson, Chief Financial Officer

**RESOLUTION NO. -24**

**ADOPTING THE FIVE-YEAR STREET CONSTRUCTION PROGRAM FOR FISCAL YEARS 2025 - 2029**

Whereas, a recommended Five-Year Street Construction Program for the Fiscal Year 2025 - 2029 beginning July 1, 2024 and ending June 30, 2029, for the City of Dubuque has been prepared and submitted to the City Council; and

Whereas, the Five-Year Street Construction Program: 1) describes specific capital improvement projects; 2) provides estimated costs for those projects; 3) proposes sources of funding; and 4) schedules the fiscal/calendar year during which each project will be undertaken; and

Whereas, the capital improvement projects for the first year of such five-year program are included in the Fiscal Year 2025 budget; and

Whereas, the adoption of the Five-Year Street Construction Program is a prudent measure to provide continuity of programs and is in the best 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 Five-Year Street Construction Program for Fiscal Years 2025 – 2029 beginning July 1, 2024, set out in the Fiscal Years 2025 – 2029 recommended Capital Improvement Budget, is hereby approved and adopted as the proposed allocation of City resources for capital improvements as scheduled in the years shown, subject to annual review and revision.

Passed, adopted and approved this 15<sup>th</sup> day of April 2024.

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Brad M. Cavanagh, Mayor

Attest:

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Adrienne N. Breitfelder, CMC City Clerk



**STREET CONSTRUCTION PROGRAM 2025-2029 SUMMARY**  
**CALENDAR YEAR 2024 / 2025**  
**FISCAL YEAR 2025**

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Construction Type</u>	<u>Cost Estimate</u>	<u>Funding Assistance</u>
Pavement Rehabilitation - Concrete Street Repair	Multiple Street Locations		Street Pavement Rehabilitation	\$ 700,000	
DIC McFadden Farm - South Heacock Rd.	Chavenelle Road	Pennsylvania Avenue	Street Construction	\$ 4,647,776	State Grant \$ 1,766,926
14th Street Overpass Bridge	Washington Street	Sycamore Street	Design	\$ 100,000	
Auburn and Custer Pavement	Auburn Street	Custer Street	Street Construction	\$ 500,000	
Wildwood Drive Bridge Replacement	Wildwood Drive	at 32nd Street	Design	\$ 100,000	
<b>Preliminary Cost Estimate - Annual Street Construction Program</b>				<b>\$ 6,047,776</b>	<b>Total: \$ 1,766,926</b>
<b>PROPOSED BUDGET FY 2025</b>				<b>\$ 6,047,776</b>	
<b>PROGRAM FINANCING:</b>					
CITY ANNUAL STREET PROGRAM				\$ 4,280,850	
SPECIAL ASSESSMENTS					
FEDERAL STBG FUNDS					
FEDERAL GRANT FUNDS					
STATE GRANT				\$ 1,766,926	
PRIVATE PARTICIPATION					
<b>TOTAL STREET PROGRAM FINANCING:</b>				<b>\$ 6,047,776</b>	

**ADDITIONAL STREET RELATED IMPROVEMENT PROJECTS**

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Construction Type</u>	<u>Cost Estimate</u>	<u>Funding Assistance</u>
Street Construction General Repairs			General Repairs	\$ 130,000	
Concrete Street Section Repair Program			General Repairs	\$ 50,000	
Pavement Preservation Joint Sealing			General Repairs	\$ 25,000	
Asphalt Milling Program			HMA Resurfacing Program	\$ 99,530	
Pavement Marking Project			Pavement Markings	\$ 225,000	Iowa DOT Funding \$ 25,000
<b>TOTAL ADDITIONAL STREET RELATED COSTS:</b>				<b>\$ 529,530</b>	
<b>TOTAL STREET RELATED IMPROVEMENT COSTS:</b>				<b>\$ 6,577,306</b>	



**STREET CONSTRUCTION PROGRAM 2025-2029 SUMMARY**  
**CALENDAR YEAR 2025 / 2026**  
**FISCAL YEAR 2026**

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Construction Type</u>	<u>Cost Estimate</u>	<u>Funding Assistance</u>
14th Street Overpass Bridge	Washington Street	Sycamore Street	Bridge / Street Construction	\$ 33,153,635	RAISE Grant, Fed STBG \$ 31,539,732
Wildwood Drive Bridge Replacement	Wildwood Drive	at 32nd Street	Bridge Construction	\$ 400,000	

**Preliminary Cost Estimate - Annual Street Construction Program**

**\$ 33,553,635**

**Total: \$ 31,539,732**

**PROPOSED BUDGET FY 2026**

**\$ 33,553,635**

**PROGRAM FINANCING:** CITY ANNUAL STREET PROGRAM  
SPECIAL ASSESSMENTS  
FEDERAL STBG FUNDS  
FEDERAL GRANT FUNDS  
STATE GRANT  
PRIVATE PARTICIPATION

\$ 2,013,903

\$ 6,539,732

\$ 25,000,000

**TOTAL STREET PROGRAM FINANCING:**

**\$ 33,553,635**

**ADDITIONAL STREET RELATED IMPROVEMENT PROJECTS**

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Construction Type</u>	<u>Cost Estimate</u>	<u>Funding Assistance</u>
Street Construction General Repairs			General Repairs	\$ 120,000	Iowa DOT Funding \$ 25,000
Concrete Street Section Repair Program			General Repairs	\$ 25,000	
Asphalt Milling Program			HMA Resurfacing Program	\$ 50,000	
Bridge Repairs/Maintenance			General Repairs	\$ 100,000	
Pavement Marking Project			Pavement Markings	\$ 225,000	

**TOTAL ADDITIONAL STREET RELATED COSTS:**

**\$ 520,000**

**TOTAL STREET RELATED IMPROVEMENT COSTS:**

**\$ 34,073,635**



**STREET CONSTRUCTION PROGRAM 2025-2029 SUMMARY**  
**CALENDAR YEAR 2026 / 2027**  
**FISCAL YEAR 2027**

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Construction Type</u>	<u>Cost Estimate</u>	<u>Funding Assistance</u>
14th Street Overpass Bridge	Washington Street	Sycamore Street	Bridge / Street Construction	\$ 4,952,462	Fed STBG, Private \$ 3,616,866
7th Street Extension to Pine Street	7th Street	Pine Street	Street Construction	\$ 400,000	
Central Ave Corridor Streetscape Improvements	11th Street	22nd Street	Complete Street Corridor Improvements	\$ 211,736	

**Preliminary Cost Estimate - Annual Street Construction Program**

**\$ 5,564,198**

**Total: \$ 3,616,866**

**PROPOSED BUDGET FY 2027**

**\$ 5,564,198**

**PROGRAM FINANCING:** CITY ANNUAL STREET PROGRAM  
SPECIAL ASSESSMENTS  
FEDERAL STBG FUNDS  
FEDERAL GRANT FUNDS  
STATE GRANT  
PRIVATE PARTICIPATION

\$ 1,947,332

\$ 2,616,866

\$ 1,000,000

**TOTAL STREET PROGRAM FINANCING:**

**\$ 5,564,198**

**ADDITIONAL STREET RELATED IMPROVEMENT PROJECTS**

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Construction Type</u>	<u>Cost Estimate</u>	<u>Funding Assistance</u>
Street Construction General Repairs			General Repairs	\$ 130,000	Iowa DOT Funding \$ 25,000
Concrete Street Section Repair Program			General Repairs	\$ 25,000	
Asphalt Milling Program			HMA Resurfacing Program	\$ 50,000	
Bridge Repairs/Maintenance			General Repairs	\$ 100,000	
Pavement Marking Project			Pavement Markings	\$ 225,000	

**TOTAL ADDITIONAL STREET RELATED COSTS:**

**\$ 530,000**

**TOTAL STREET RELATED IMPROVEMENT COSTS:**

**\$ 6,094,198**



**STREET CONSTRUCTION PROGRAM 2025-2029 SUMMARY**  
**CALENDAR YEAR 2027 / 2028**  
**FISCAL YEAR 2028**

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Construction Type</u>	<u>Cost Estimate</u>	<u>Funding Assistance</u>
14th Street Overpass Bridge	Washington Street	Sycamore Street	Bridge / Street Construction	\$ 913,903	
7th Street Extension to Pine Street	7th Street	Pine Street	Street Construction	\$ 700,000	
US20 - NW Arterial Intersection Improvements	Old Highway Intersection	Crescent Ridge Intersection	Highway Corridor / Intersection Improvements	\$ 2,097,000	Federal STBG Funds \$ 2,097,000

**Preliminary Cost Estimate - Annual Street Construction Program**

**\$ 3,710,903**

**Total: \$ 2,097,000**

**PROPOSED BUDGET FY 2028**

**\$ 3,710,903**

**PROGRAM FINANCING:** CITY ANNUAL STREET PROGRAM  
SPECIAL ASSESSMENTS  
FEDERAL STBG FUNDS  
FEDERAL GRANT FUNDS  
STATE GRANT  
PRIVATE PARTICIPATION

\$ 1,613,903

\$ 2,097,000

**TOTAL STREET PROGRAM FINANCING:**

**\$ 3,710,903**

**ADDITIONAL STREET RELATED IMPROVEMENT PROJECTS**

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Construction Type</u>	<u>Cost Estimate</u>	<u>Funding Assistance</u>
Street Construction General Repairs			General Repairs	\$ 135,000	
Concrete Street Section Repair Program			General Repairs	\$ 50,000	
Asphalt Milling Program			HMA Resurfacing Program	\$ 50,000	
Bridge Repairs/Maintenance			General Repairs	\$ 100,000	
Pavement Marking Project			Pavement Markings	\$ 225,000	Iowa DOT Funding \$ 25,000

**TOTAL ADDITIONAL STREET RELATED COSTS:**

**\$ 425,000**

**TOTAL STREET RELATED IMPROVEMENT COSTS:**

**\$ 4,135,903**



**STREET CONSTRUCTION PROGRAM 2025-2029 SUMMARY**  
**CALENDAR YEAR 2028 / 2029**  
**FISCAL YEAR 2029**

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Construction Type</u>	<u>Cost Estimate</u>	<u>Funding Assistance</u>
East-West Corridor Capacity Improvements	University / Pennsylvania	University / Loras	Street / Intersection Reconstruction	\$ 250,000	
14th Street Overpass Bridge	Washington Street	Sycamore Street	Bridge / Street Construction	\$ 100,000	
US20 - NW Arterial Intersection Improvements	Old Highway Intersection	Crescent Ridge Intersection	Highway Corridor / Intersection Improvements	\$ 3,400,000	Federal STBG, ICAAP \$ 3,400,000
Central Ave Corridor Streetscape Improvements	11th Street	22nd Street	Complete Street Corridor Improvements	\$ 250,000	
<b>Preliminary Cost Estimate - Annual Street Construction Program</b>				<b>\$ 4,000,000</b>	<b>Total: \$ 3,400,000</b>

**PROPOSED BUDGET FY 2029**

<b>PROGRAM FINANCING:</b>	CITY ANNUAL STREET PROGRAM	\$ 600,000
	SPECIAL ASSESSMENTS	
	FEDERAL STBG FUNDS	\$ 2,400,000
	FEDERAL GRANT FUNDS	
	STATE GRANT	\$ 1,000,000
	PRIVATE PARTICIPATION	
<b>TOTAL STREET PROGRAM FINANCING:</b>		<b>\$ 4,000,000</b>

**ADDITIONAL STREET RELATED IMPROVEMENT PROJECTS**

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Construction Type</u>	<u>Cost Estimate</u>	<u>Funding Assistance</u>
Street Construction General Repairs			General Repairs	\$ 140,000	
Concrete Street Section Repair Program			General Repairs	\$ 50,000	
Asphalt Milling Program			HMA Resurfacing Program	\$ 50,000	
Bridge Repairs/Maintenance			General Repairs	\$ 100,000	
Pavement Marking Project			Pavement Markings	\$ 225,000	Iowa DOT Funding \$ 25,000
<b>TOTAL ADDITIONAL STREET RELATED COSTS:</b>				<b>\$ 425,000</b>	
<b>TOTAL STREET RELATED IMPROVEMENT COSTS:</b>				<b>\$ 4,425,000</b>	

**City of Dubuque  
City Council Meeting**

**Closed Session - Bottom # 0**

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**ITEM TITLE:** Pending Litigation and Purchase or Sale of Real Estate – Chapter  
21.5(1)(c),(j) Code of Iowa

**SUMMARY:**

**SUGGESTED  
DISPOSITION:**