



**CITY OF DUBUQUE, IOWA
CITY COUNCIL MEETING**
Historic Federal Building: 350 W. 6th
Street - Second-Floor Council
Chambers.
December 16, 2024 at 6:30 PM

**Council meetings are streamed live and archived at
www.cityofdubuque.org/media and broadcast on CityChannel Dubuque
Mediacom cable channel 8 or digital 117.2 and ImOn channel 5.**

PROVIDING VIRTUAL PUBLIC INPUT

Log into GoToMeeting using the information listed below. If you are joining by computer, use the chat function to indicate the item you would like to speak on or state your intention to speak during the appropriate section. If you are joining by phone, indicate the item you would like to speak on during the appropriate section. All comments, whether audio or written, must include your name and address.

Use the following link to join the meeting from your computer, tablet or smartphone.

www.CityOfDubuque.org/VirtualMeeting

You can also dial in using your phone:

United States (Toll Free): 1-877-568-4106

United States: +1 (571) 317-3129

Access Code: 337-661-181

ROLL CALL ORDER FOR MEETING

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

WORK SESSION

5:15 P.M. - Greater Dubuque Development Corporation - Retail Strategies Findings and Recommendations

Greater Dubuque Development Corporation will be presenting along with Retail Strategies their findings and recommendations for opportunities to enhance the retail and hospitality sectors in the community.

REGULAR SESSION

6:30 PM

PLEDGE OF ALLEGIANCE

CONSENT ITEMS

1. Minutes and Reports Submitted

City Council Proceedings of December 2, 2024; Five Flags Civic Center Advisory Commission of September 9, 2024; Historic Preservation Commission of October 17, 2024; Long Range Planning Advisory Commission Draft Minutes of November 20, 2024; Park and Recreation Commission of November 12, 2024; Resilient Community Advisory Commission of October 3, 2024; Proof of Publication for City Council Proceedings of November 4, 2024.

Suggested Disposition: Receive and File

2. Notice of Claims and Suits

Lois Kamp for vehicle damage; Laura Schroeder 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: Sierra Eversoll for vehicle damage; Bryn Kittle for vehicle damage; Laura Schroeder 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. Kohl's Department Store 2023 & 2024 Property Tax Appeal Stipulation of Settlement Approval

Senior Counsel recommending approval of the Stipulation of Settlement for a 2023 and 2024 property tax appeal filed by Kohl's Department Store, Inc. for their property located at 2595 NW Arterial.

Suggested Disposition: Receive and File; Approve

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

Senior Counsel recommending City Council adopt the attached resolution approving the temporary Agreement authorizing ITC Midwest, LLC to operate an electric transmission system in the City of Dubuque until the franchise agreement takes effect but no later than June 30, 2025.

RESOLUTION Approving An Agreement Between The City Of Dubuque And ITC Midwest, LLC To Operate An Electric Transmission System In The City Of Dubuque

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

7. Public, Educational, and Governmental (PEG) Access Equipment Grant

Program and PEG Channel Guidelines Updates

City Manager recommending City Council approval of changes to the policies and procedures related to the Public, Educational, and Governmental (PEG) Access Equipment Grant Program and guidelines for Dubuque's PEG channels as attached.

Suggested Disposition: Receive and File; Approve

8. FY2025 Main Street Iowa Program Agreement

City Manager recommending City Council adopt a resolution approving the Program Agreement among Dubuque Main Street Ltd., the City of Dubuque, and the Iowa Economic Development Authority.

RESOLUTION Approving An Agreement By And Among The Iowa Economic Development Authority, Dubuque Main Street, Ltd. And The City Of Dubuque Providing For The Dubuque Main Street Program In The City Of Dubuque

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

9. State of Iowa Business Financial Assistance Contract among Universal Tank & Fabrication Inc., the City of Dubuque, and the Iowa Economic Development Authority

City Manager recommending City Council adopt the attached resolution approving Economic Development Assistance Contract 25-HQJP-006 by and among Universal Tank & Fabrication, Inc., the City of Dubuque, and IEDA for an investment of approximately \$4,925,000 for the expansion of its operations in Dubuque.

RESOLUTION Approving The Contract For State Business Financial Assistance By And Among Universal Tank & Fabrication Inc., The City Of Dubuque, Iowa, And The Iowa Economic Development Authority

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

10. FY24/PY23 End-of-Year Review for the Community Development Block Grant Consolidated Annual Performance and Evaluation Report (CAPER)

City Manager providing information to summarize an End-of-Year Review the City of Dubuque received from the U.S. Department of Housing and Urban Development (HUD) regarding the Community Development Block Grant (CDBG) funds for FY24/PY23.

Suggested Disposition: Receive and File

11. Lead & Healthy Home Program Grant Agreement

City Manager recommending City Council accept the Lead and Healthy Homes Program Grant awarded to the City of Dubuque in the amount of \$5,197,053 to administer the Lead and Healthy Homes Program, partnering with Visiting Nurses Association to help evaluate the health needs in the home, and authorize the Mayor to execute the agreement.

RESOLUTION Resolution Authorizing The City Manager Or His Designee To Execute An Agreement And Any Further Documents Required For The Execution Of The Lead And Healthy Homes Grant Award

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

12. Request for Approval of Pet Licensing Service RFP

City Manager recommending City Council approval to publish a Request for Proposal (RFP) and solicit proposals for a Pet Licensing Service in the Health Services Department Animal Control Activity.

Suggested Disposition: Receive and File; Approve

13. Acceptance of Certain Subdivision Improvements in Silver Oaks Estates #3 (Phase 2 of Silver Oaks Subdivision)

City Manager recommending City Council adopt the attached resolution accepting certain public improvements in Silver Oaks Estates # 3 (Phase 2 of Silver Oaks Subdivision).

RESOLUTION Accepting Public Improvements in Silver Oaks Estates # 3 (Silver Oaks Phase 2), in the City of Dubuque, Iowa

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

14. Union at the Marina, LP Property Right of Way Plat and Dedication for Proposed Parking Lot Improvements on Hawthorne Street

City Manager recommending City Council approve the Acquisition Plat of Lot A of Lot 1-2 of Block 2 in River Front Subdivision No. 3, in the City of Dubuque, Iowa, which provides additional right of way needed to accommodate the proposed public parking lot improvements on Hawthorne Street.

RESOLUTION Approving the Acquisition Plat of Lot A of Lot 1-2 of Block 2 in River Front Subdivision No. 3, in the City of Dubuque, Iowa

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

15. Approval for Amendment #2 with Vidl Solutions

City Manager recommending City Council approval to issue a second amendment to the contract with Vidl Solutions in the amount of \$157,800.

Suggested Disposition: Receive and File; Approve

16. Signed Contract(s)

Tschiggfrie Excavating, Co. for the Broadway Sanitary Sewer Improvements Project.

Suggested Disposition: Receive and File

17. Drug and Alcohol Policy - DBA The Jule

City Manager recommending City Council adopts and approves the Drug and Alcohol Policy for the City of Dubuque Transit Division (DBA) The Jule.

Suggested Disposition: Receive and File; Approve

18. 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)

19. Approval of Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permit Applications

City Manager recommending City Council approval of the retail tobacco, tobacco products, alternative nicotine products, vapor products, and device permits as submitted.

RESOLUTION Approving Applications For Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, And Device Permits, As Required By Iowa Code 453A.47A And Senate File 345

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 with Dubuque and Jackson County Habitat for Humanity

City Manager recommending City Council adopt the attached resolution setting a public hearing for January 6, 2025, on the proposed Development Agreement by and between the City of Dubuque, Iowa and Dubuque and Jackson County Habitat for Humanity.

RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Between The City Of Dubuque, Iowa And Dubuque And Jackson County Habitat For Humanity, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Grant Obligations Relating Thereto And Providing For The Publication Of Notice Thereof

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for January 6, 2025

2. Setting a Public Hearing on a Proposed Purchase Agreement by and between the City of Dubuque and Theisen's Warehouse, LLC providing for the Sale of City-owned Real Estate

City Manager recommending City Council adopt the attached resolution setting a public hearing for January 6, 2025, on a proposed Purchase Agreement by and between the City of Dubuque and Theisen's Warehouse, LLC providing for the sale of City-owned real estate.

RESOLUTION Intent To Dispose Of An Interest In City Of Dubuque Real Estate By Sale To Theisen's Warehouse, LLC Pursuant To A Purchase Agreement By And Between The City Of Dubuque And Theisen's Warehouse, LLC And Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On The Purchase Agreement And Providing For The Publication Of Notice Thereof

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for January 6, 2025

3. Proceedings to Set Public Hearing on the Issuance of Not to Exceed \$24,250,000 General Obligation Bonds, Series 2025ABC

City Manager recommending that a public hearing be set for January 6, 2025, on the proposition of selling not to exceed \$24,250,000 in General Obligation Bonds.

RESOLUTION Setting The Date For Public Hearings On Proposals To Enter Into General Obligation Loan Agreements And To Borrow Money Thereunder

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for January 6, 2025

4. Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin) Initiate Public Bidding Process and Setting Date for a Public Hearing

City Manager recommending City Council adopt the attached resolution authorizing the public bidding process through the advertisement for bids; setting a public hearing for January 21, 2025; and preliminarily approving the proposed plans, specifications, form of contract, and construction estimate of \$25,400,000.00 for the Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin) project.

RESOLUTION Preliminary Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost; Setting Date Of Public Hearing On Plans, Specifications, Form Of Contract, And Estimated Cost; And Ordering The Advertisement For Bids For The Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin)

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for January 21, 2025

BOARDS/COMMISSIONS

1. Boards and Commission Appointments

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

Arts and Cultural Affairs Advisory Commission

One, 3-Year term through June 30, 2025 (Vacant Business Professional, lives or works inside cultural district term of Robins)

One, 3-Year term through June 30, 2026 (Vacant Public Member 3 term of Riedel)

One, 3-Year term through June 30, 2027 (Vacant Business Professional Term of Neuhaus)

Applicants:

	Business Professional, lives or works inside cultural district 6/30/25 Term	Public Member 3 6/30/26 Term	Business Professional 6/30/27 Term
David Barba, 2400 Central Ave.		X	X
Gail Chavenelle, 1155 Kelly Ln.		X	X
Aaron Hefel, 515 1/2 W. 8th St.	X	X	X
Bree Hernandez, 1298 Locust St.	X	X	X
Jessica Ochoa, 1970 Hale St.		X	X

Equity and Human Rights Commission

One, 3-Year term through January 1, 2027 (Vacant term of Sampson-Brown)

Applicants:

DeLano Cain-Watson, 994 Patricia Ann Dr.

Traci Phillipson, 2120 Rhomberg Ave

PUBLIC HEARINGS

Residents are invited to address the City Council on 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. Resolution Approving a Proposed Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal Area, Version 2024.3

Proof of Publication on notice of public hearing to consider City Council adopt the resolution approving an Amended and Restated Urban Renewal Plan, Version 2024.3, for the Greater Downtown Urban Renewal Area, and City Manager recommending approval.

RESOLUTION Approving The Amended And Restated Urban Renewal Plan For The Greater Downtown Urban Renewal Area, Version 2024.3

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 5 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 where authorized by the Mayor.

1. Adoption of the 2024 Chaplain Schmitt Island Development Plan

City Manager recommending City Council adopt the resolution approving the 2024 Development Plan for Chaplain Schmitt Island.

RESOLUTION Adopting A Development Plan For Chaplain Schmitt Island

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

2. Iowa Amphitheater on Schmitt Island Project Bid Package No. 2 (Utilities, Paving & Amphitheater Stage) Award Public Improvement Contract Project Code: 5575000022

City Manager recommends awarding the public improvement contract for the Iowa Amphitheater on Schmitt Island Project - Bid Package No. 2 to Conlon Construction Co. of Dubuque, IA in the base bid amount of \$8,169,000.00 and due to savings in the award of Bid Package No. 1 and No. 2, include in the bid award Amenities 1-4 & 7 in the amount of \$1,104,538.00 for a total award of \$9,273,538.00.

RESOLUTION Awarding Public Improvement Contract For The Iowa Amphitheater On Schmitt Island Project – Bid Package No. 2 (Utilities, Paving & Amphitheater Stage)

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

3. Resolution Approving an Amended and Restated Development Agreement with Walter Development, LLC

City Manager recommending City Council adopt the attached resolution approving the Amended and Restated Development Agreement with Walter Development, LLC.

RESOLUTION Approving An Amended And Restated Development Agreement By And Between The City Of Dubuque, Iowa And Walter Development, LLC

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

4. Ruby Sutton Building 2nd Floor Renovation Project - Award Public Improvement Contract Project No. 5565000021

City Manager recommending City Council award the Public Improvement Construction Contract for the Ruby Sutton Building 2nd Floor Renovation Project to Portzen Construction, Inc. in the base bid amount of \$739,000.00 and the alternate bid #1 elevator for the total bid award of \$1,034,000.000 through adoption of the attached resolution.

RESOLUTION Awarding Public Improvement Contract For The Ruby Sutton Building 2nd Floor Renovation Project

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

5. Leisure Services Comprehensive Master Plan Consultant Selection Approval and Authorization of Contract

City Manager recommending City Council approval of Kimley-Horn for the Leisure Services Comprehensive Master Plan and authorize the City Manager to negotiate and execute the contract for services.

RESOLUTION Authorizing The City Manager To Negotiate And Execute A Contract With Kimley-Horn For The Leisure Services Comprehensive Master Plan

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

6. Hawks Goodmann & Associates Independent Contractor Agreement

City Manager recommending City Council approval to contract with Hawks Goodmann & Associates to assist with strategic partnerships at the federal level.

Suggested Disposition: Receive and File; Approve

7. Controlled Livestock Grazing Ordinance Amendment

City Clerk recommending that the City Council adopt the ordinance amendment on Controlled Livestock Grazing to provide greater flexibility in grazing timeframes and ensure consistent terminology.

ORDINANCE Amending City Of Dubuque Code Of Ordinances Title 7 Police, Fire And Public Safety, Chapter 6 Animal Control, Article A Miscellaneous Provisions, Section 7-6A-2 Restrictions On Maintaining Livestock

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

8. Ordinance No. 52-24-A Correcting the Title of Ordinance No. 52-24

City Manager recommending City Council approve Ordinance 52-24-A which amends Ordinance 52-24 to correct the Ordinance title by removing property from the division of revenues in the Greater Downtown Urban Renewal Area.

ORDINANCE Amending Ordinance No. 8-22, As Amended, Providing That General Property Taxes Levied And Collected Each Year On All Property Located Within The Greater Downtown Urban Renewal District Of The City Of Dubuque, County Of Dubuque, State Of Iowa, By And For The Benefit Of The State Of Iowa, City Of Dubuque, County Of Dubuque, Dubuque Community School District, And Other Taxing Districts, Be Paid To A Special Fund For Payment Of Principal And Interest On Loans, Monies Advanced To And Indebtedness, Including Bonds Issued Or To Be Issued, Incurred By Said City In Connection With The Amended And Restated Urban Renewal Plan For The Greater Downtown Urban Renewal District, To Correct The Title Of Ord. No. 52-24 By Removing Certain Property From the Division Of Revenues

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

9. Ordinance No. 53-24-A Correcting the Title of Ordinance No. 53-24

City Manager recommending City Council approve Ordinance 53-24-A which

amends Ordinance 53-24 to correct the Ordinance title by adding the Hawthorne Street Subarea and the Locust Street Subarea to the division of revenues in the Greater Downtown Urban Renewal Area.

ORDINANCE Amending Ordinance No.52-24-A, As Amended, Providing That General Property Taxes Levied And Collected Each Year On All Property Located Within The Greater Downtown Urban Renewal District Of The City Of Dubuque, County Of Dubuque, State Of Iowa, By And For The Benefit Of The State Of Iowa, City Of Dubuque, County Of Dubuque, Dubuque Community School District, And Other Taxing Districts, Be Paid To A Special Fund For Payment Of Principal And Interest On Loans, Monies Advanced To And Indebtedness, Including Bonds Issued Or To Be Issued, Incurred By Said City In Connection With The Amended And Restated Urban Renewal Plan For The Greater Downtown Urban Renewal District, To Correct The Title Of Ord. No. 53-24 By Adding The Hawthorne Street And Locust Street Subareas To The Division Of Revenues

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

10. Proposed Ordinance change to update the rental license cycle to two- years

City Manager recommending City Council approve an update to Ordinance 14-1J-3 Rental licenses, to implement a two-year rental license cycle.

ORDINANCE Amending City Of Dubuque Code Of Ordinances Title 14 Building And Development, Chapter 1 Building Codes, Article J Property Maintenance Code, Section 14-1J-3 Rental Licenses

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

11. Work Session Request: Capital Improvement Projects GIS Application

City Manager recommending City Council schedule a work session at 6:00 p.m. on January 21, 2025, to introduce the Capital Improvement Projects GIS application.

Suggested Disposition: Receive and File; Council

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 or at the City Clerk's Office at ctyclerk@cityofdubuque.org or by mail to 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 at ctyclerk@cityofdubuque.org or by mail to 50 W. 13th St., Dubuque, IA 52001,

before said time of meeting.

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

**City of Dubuque
City Council**

WORK SESSION #

ITEM TITLE:

5:15 P.M. - Greater Dubuque Development Corporation -
Retail Strategies Findings and Recommendations

SUMMARY:

Greater Dubuque Development Corporation will be
presenting along with Retail Strategies their findings and
recommendations for opportunities to enhance the retail and
hospitality sectors in the community.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. MVM Memo
2. 2024_12_16_City Work Session_With Retail Strategies-Final

TO: The Honorable Mayor and City Council Members

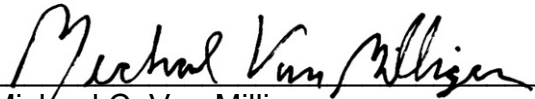
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Work Session - Greater Dubuque Development Corporation - Retail Strategies Findings and Recommendations

DATE: December 11, 2024

Greater Dubuque Development Corporation President and CEO Rick Dickinson is sharing information on the December 16, 2024, 5:15 p.m. Work Session.

Greater Dubuque Development Corporation will be presenting along with Retail Strategies their findings and recommendations for opportunities to enhance the retail and hospitality sectors in the community.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Rick Dickinson, Greater Dubuque Development Corporation President and CEO



Greater Dubuque
DEVELOPMENT CORP.

City of Dubuque Work Session

December 16, 2024 at 5:15 p.m.

YOU can be great here.



Introduction & Background of Retail Strategies

Rick Dickinson
President & CEO

YOU can be great here.



Retail Strategies

Michael Warsaw
Portfolio Director

YOU can be great here.





retail strategies

Dubuque, IA

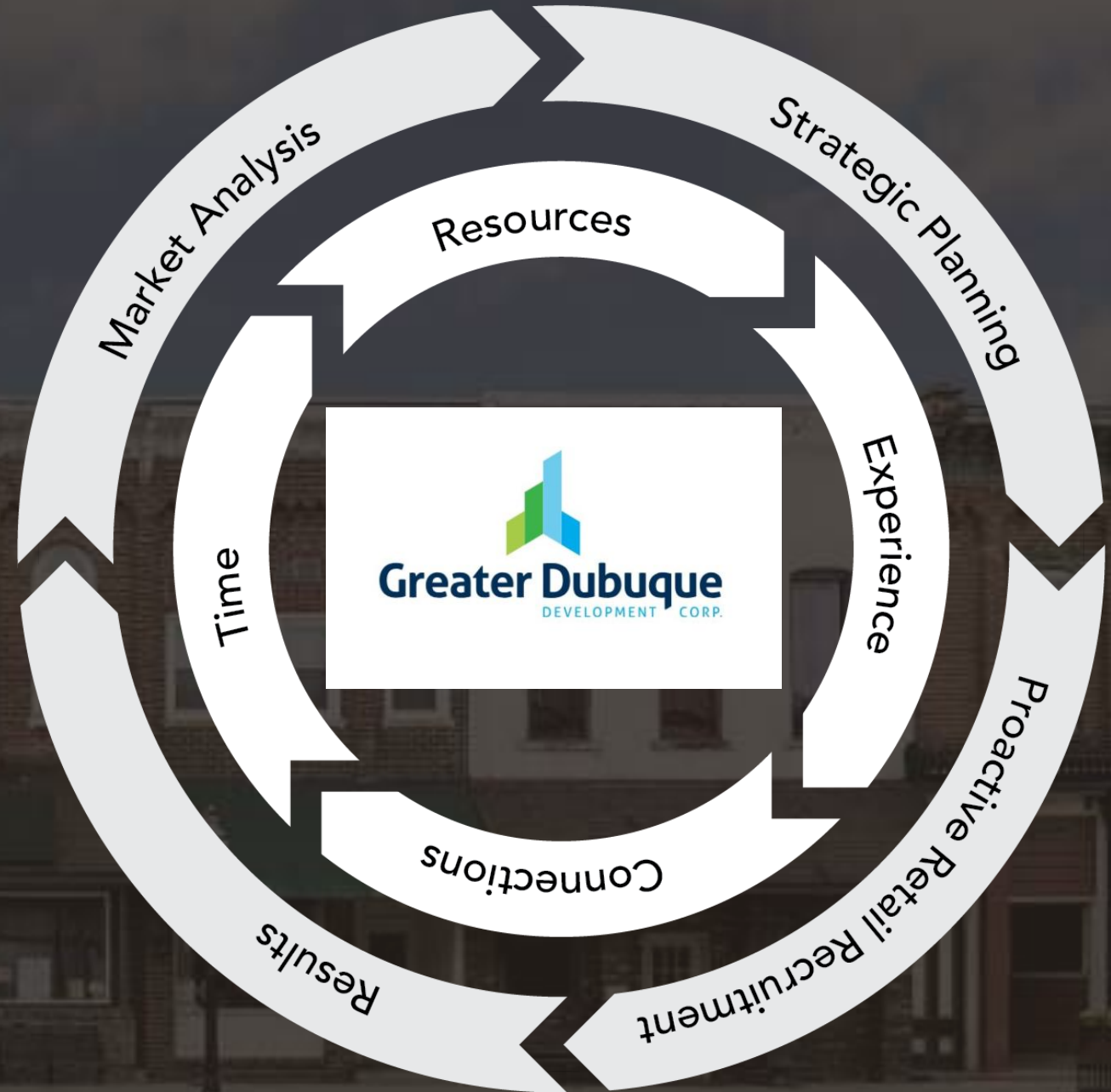
Partnership Overview

WHO WE ARE

Our Partnership

Retail Strategies is very pleased to partner with Greater Dubuque Development Corp. We share a **common goal to generate new retail communication** that would not otherwise happen, and to **tell your story in a way that matters to retailers.**

We act as an **extension of your economic development arm**, and we surround your community with the resources and actions needed to create the desired results. Although we cannot guarantee success, we do guarantee you will be better off with us than without us.



WHO WE ARE

Relationship

The city of Dubuque
is
the local expert.



Retail Strategies
is the retail
real estate expert.

RETAIL AS A CATALYST

Retail Empowers Economic Development

Standing as the **largest private-sector employer in the country** and with a remarkable contribution of **\$3.9 trillion** to the annual GDP, **retail is the backbone of the nation's financial well-being** and plays a pivotal role in **driving economic prosperity**.

What truly distinguishes retail is its ability to support a **workforce of 52 million** Americans, equivalent to **one in every four American jobs**. It's a dynamic industry that fosters career growth, offers well-compensated positions and acts as a launchpad for aspiring professionals.



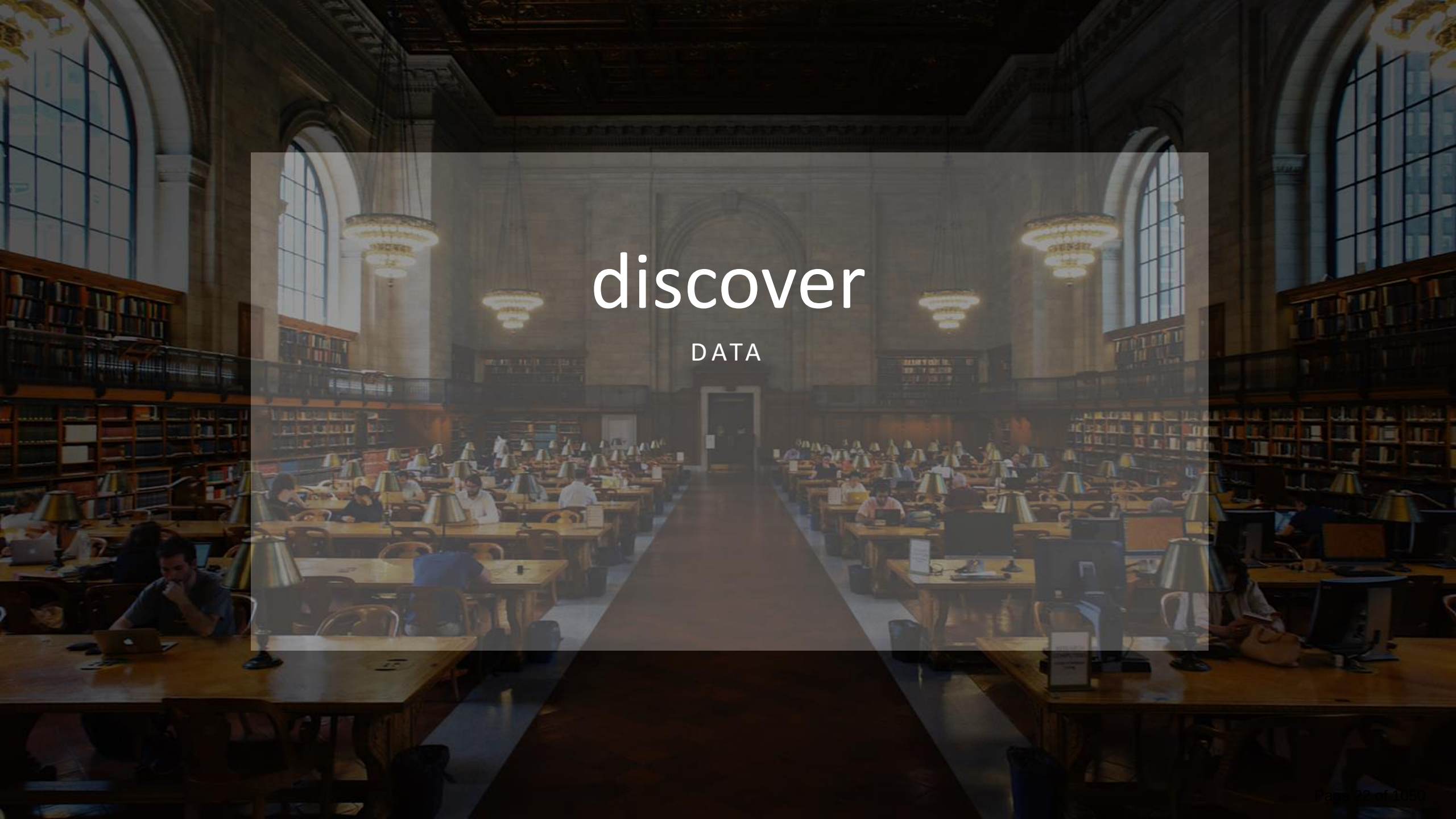
Why Should a Municipality Invest Resources in Retail?

Retail builds on retail. Retail economic impact adds up quickly. Retail attracts the workforce that attracts the primary jobs. Retail influences executives looking to locate their company in your community. Retail enhances the quality of life. Quality of life encourages the future growth of your community.

retail recruitment
ladder



Retail builds tax base --- Retail adds jobs from entry-level to managerial --- Retail builds communities



discover

DATA

DISCOVER

Research

You have at your disposal thousands of variables from population and household incomes to spending patterns by retail category.

The information covered in this document represents the key highlights for your community. Retail Strategies has provided Dubuque's primary point of contact an electronic copy of each of these reports from multiple geographic parameters.

The following are the highlights from a data and analytic perspective.

1

Demographic
Overview

2

Mobile Data
Collections

3

Customized Trade
Area Analysis

4

Lifestyle
Segmentation

5

Retail
Gap Analysis

6

Peer
Analysis

DISCOVER

How you see it

Dubuque, IA

Population 58,873



State of Iowa

Population 3.201 million



DISCOVER

How retailers see it

Residential Population
Density

• 1 dot = 100

Daytime Employee
Population Density

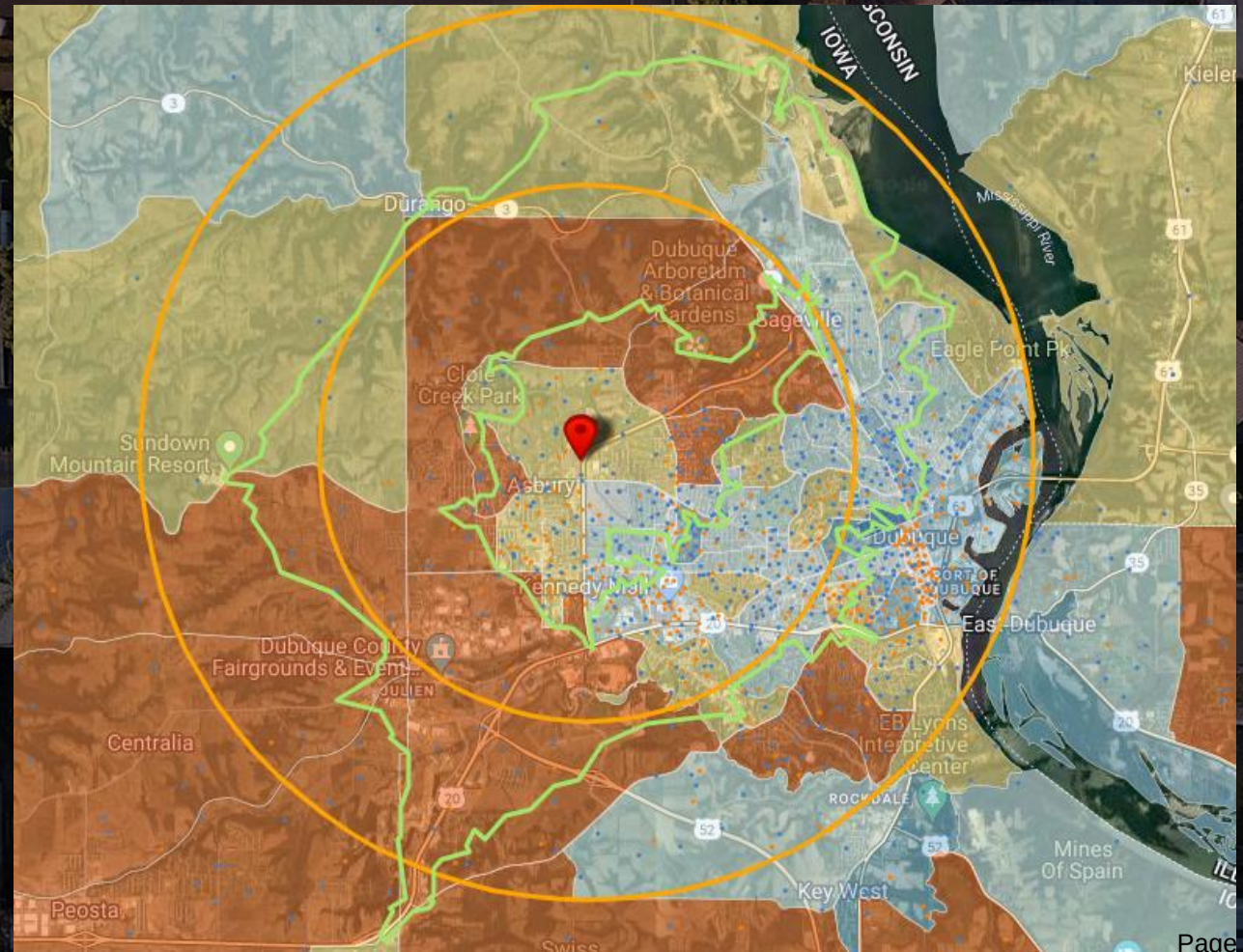
• 1 dot = 100

Median Household Income

■ \$0-\$25,000
■ \$25,000-\$50,000
■ \$50,000-\$75,000
■ \$75,000-\$100,000
■ \$100,000-\$150,000
■ > \$150,000

Study Area

■ 3.00 mi
■ 5.00 mi
■ 0-5 min
■ 0-10 min



DISCOVER

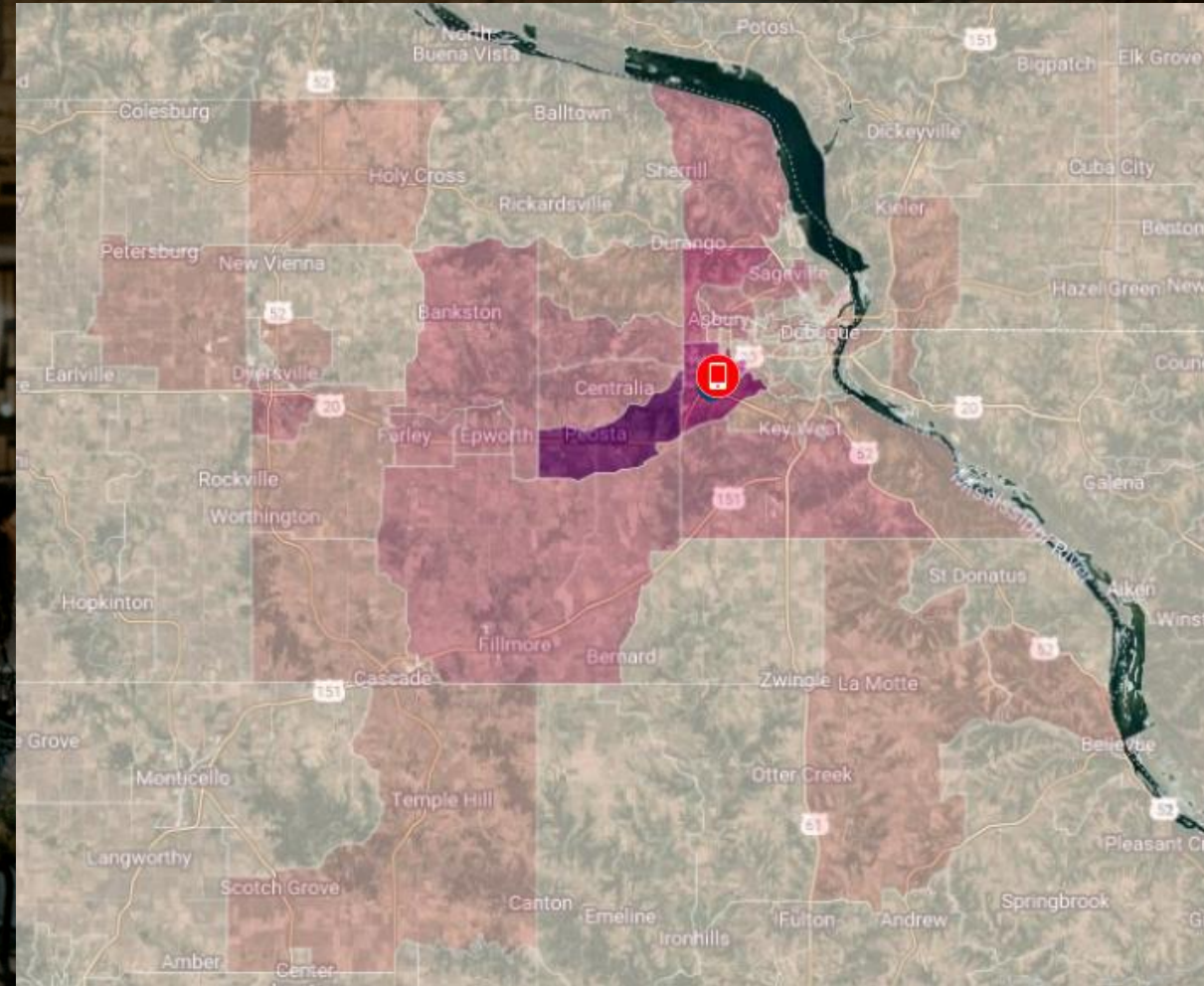
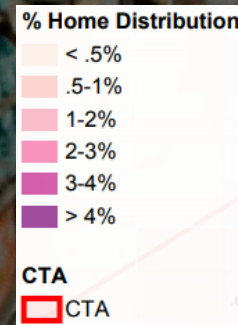
Your Demographic Playbook

Category	3-Mile Radius	5-Mile Radius	5-Minute Drive Time	10-Minute Drive Time
Current Year Estimated Population	37,119	72,903	4,686	45,957
Number of Households	14,712	28,770	2,107	18,126
Average Home Value	\$258, 538	\$246,585	\$245,167	\$263,382
Population Growth % ('23-28)	-1.9%	-2.8%	1.5%	-2.1%
Current Year Average Age	41.5	41.0	41.8	40.9
Current Year Median Household Income	\$76,753	\$66,614	\$63,898	\$74,389
Current Year % Bachelor's Degree	40.2%	35.0%	35.5%	38.9%
Total Number of Employees	21,780	45,533	6,538	31,941
Daytime Population	49,953	91,922	11,195	64,936

DISCOVER

Mobile Data Collection

This mobile tracking service uses data collected from mobile phone users who have agreed within their apps and phone settings to enable location information. By drawing a geofence around a specific business or location, we are able to gather valuable data about the customer base that has actively used their mobile device while in the identified location. **This tool allows us to see where customers are coming from to shop in your market using actual data.** This information is used to optimize your trade area, analyze business locations, compare the frequency of visitors, and assist retailers in site selection. This is intended to support the trade area but does not solely define the trade area.



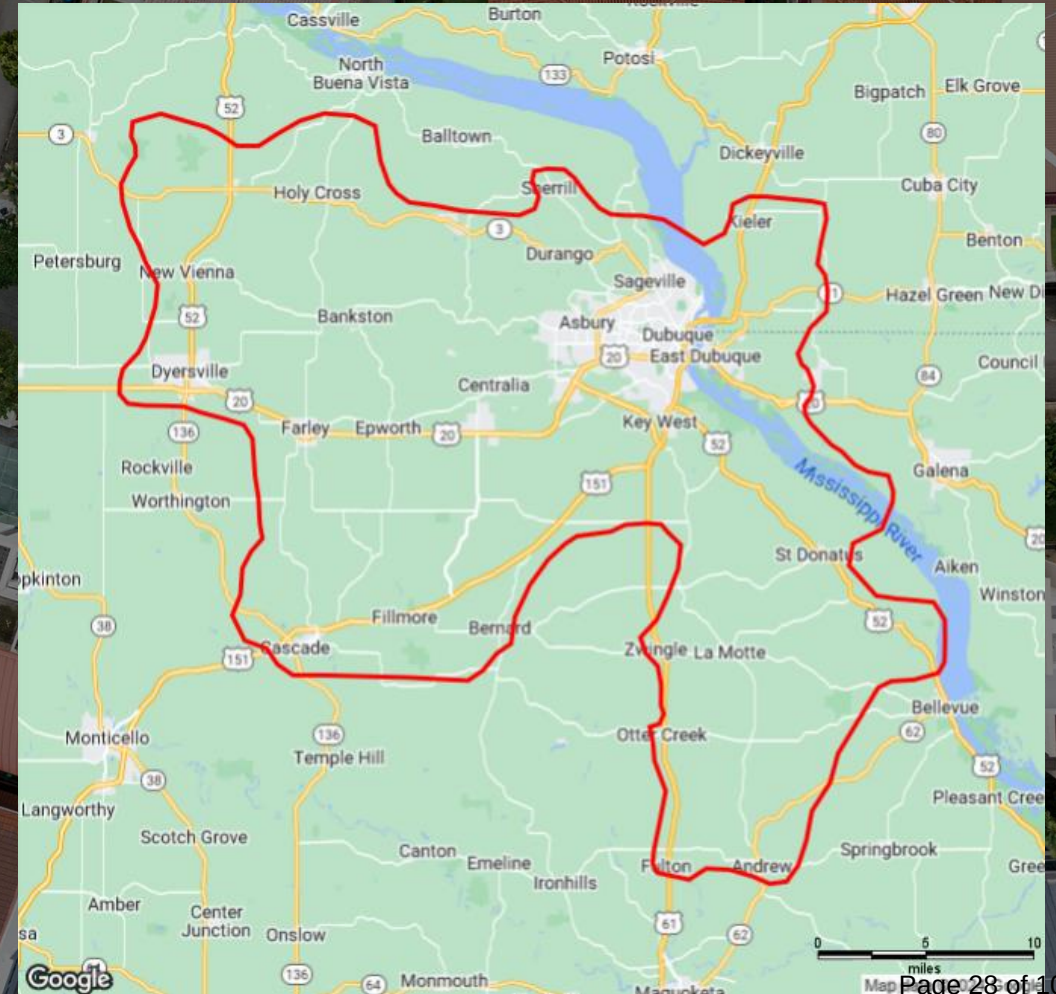
The location tracked was
Dubuque's Menard's
for the time period of
July 2023 to July 2024

DISCOVER

Customized Trade Area

Each retailer has a specific set of site selection criteria they use to determine if they will have a profitable store. Municipal boundaries, radius rings and drive times are a start to evaluating the information sought by these decision makers. A customized trade area is the next step to analyzing a market. A trade area defines a core customer base of consumers highly likely to shop and eat in the market at least once a month. Your trade area has been created by combining the mobile tracking data with drive times, geographic boundaries, and proximity to neighboring shopping destinations. Each retailer will analyze their own trade area based on their existing stores, their competition and site selection criteria.

Retail Strategies has created the customized core trade area shown in the map here which is focused on a consumer who might travel to the market to shop or dine.



DISCOVER

Customized Trade Area

104,920

projected 2028 population

-2,234

Projected 5yr Change



107,154

2023 estimated population

\$70,465

Median household income

\$71,351

(United States)

40

male average age

37.7

US Male Average

43

female average age

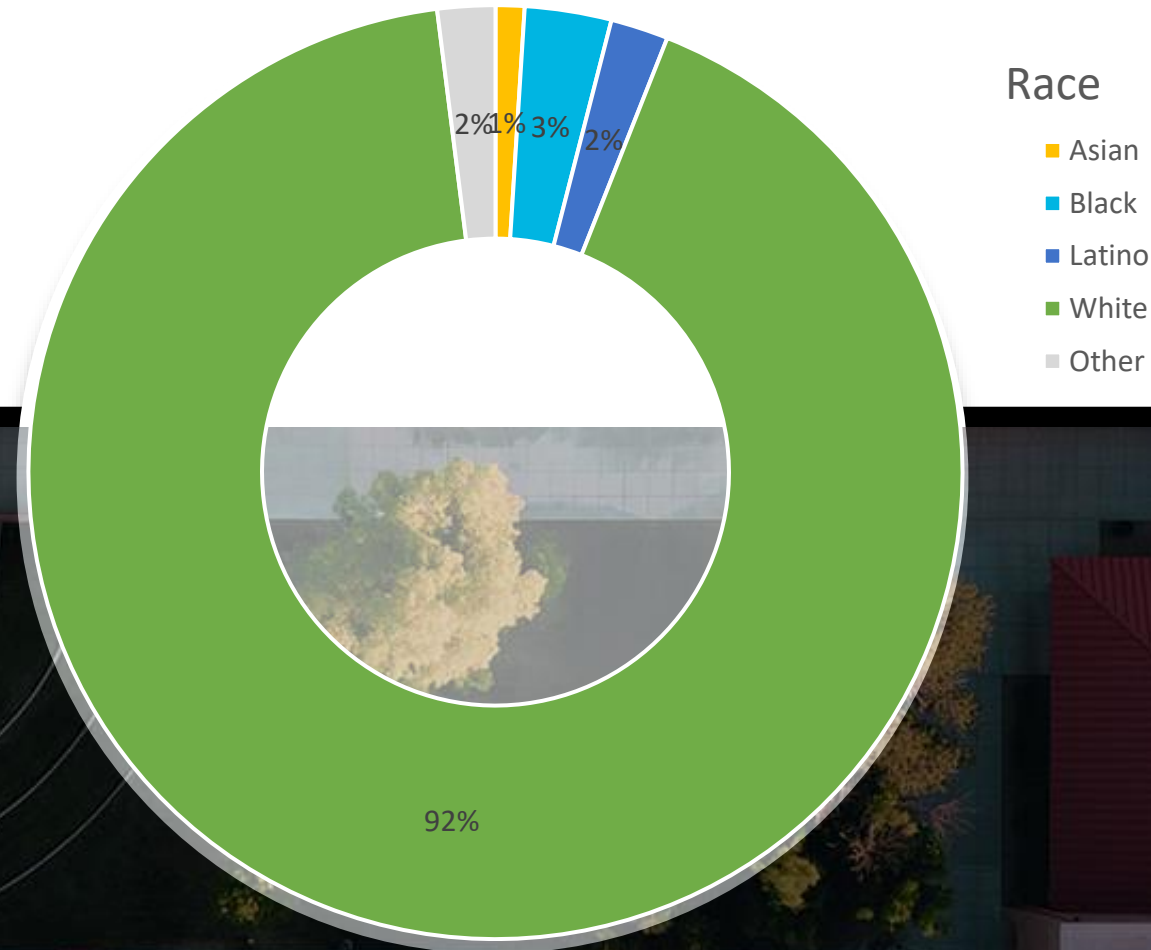
41.1

US Female Average

DISCOVER

Customized Trade Area

CURRENT YEAR ESTIMATED
POPULATION BY RACE



DISCOVER

Customized Trade Area

44,753

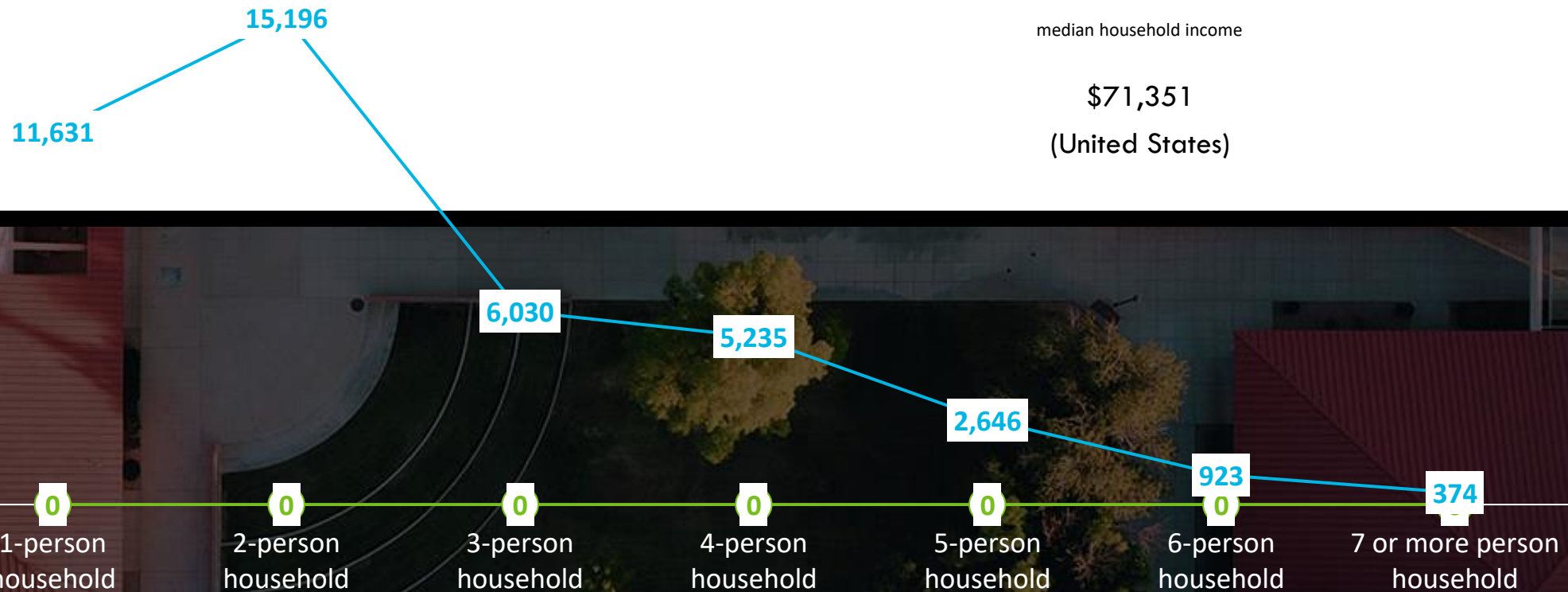
number of households

\$70,465

median household income

\$71,351

(United States)



CURRENT YEAR ESTIMATED HOUSEHOLDS BY HOUSEHOLD SIZE

DISCOVER

Customized Trade Area

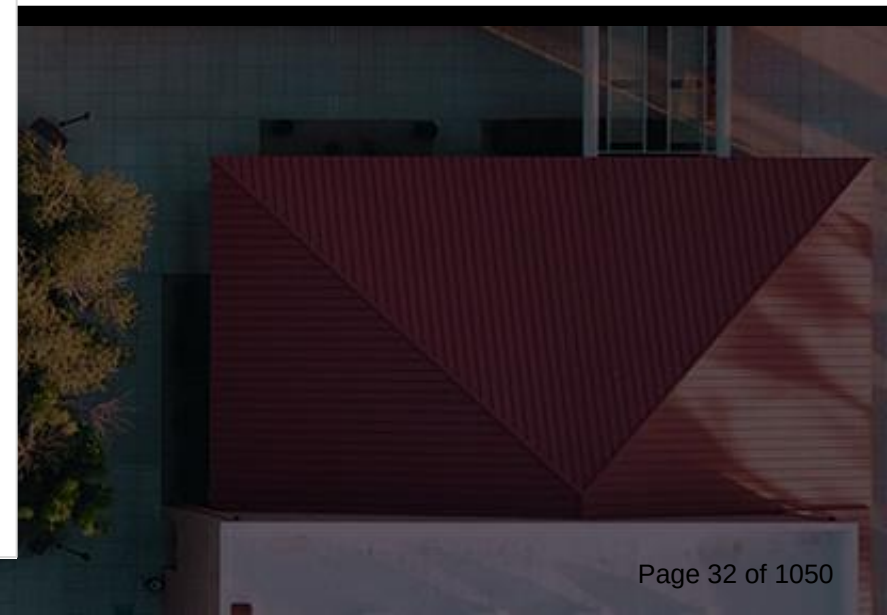
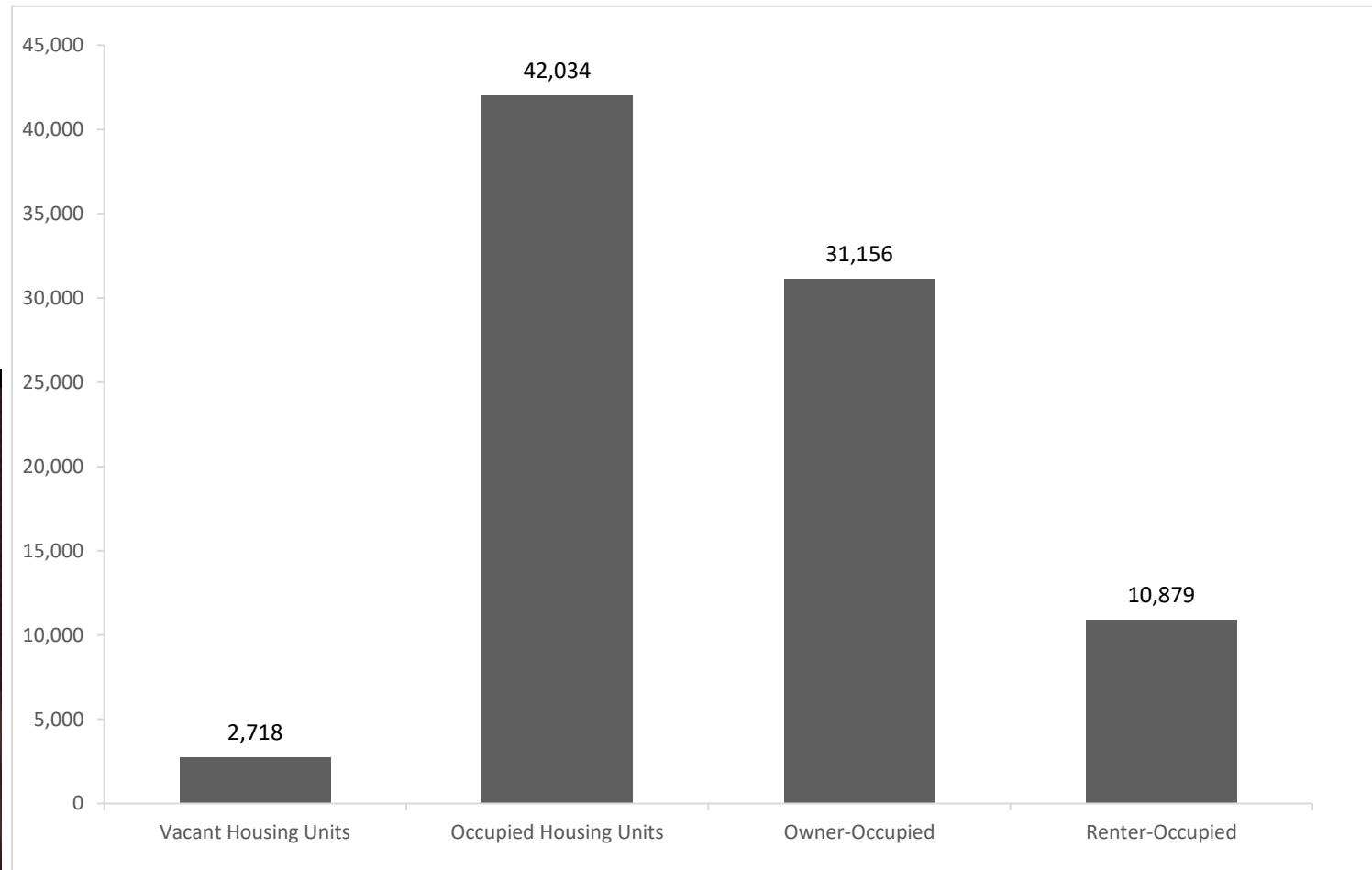
2023 ESTIMATED HOUSING
UNITS BY TENURE

\$262,570

average housing unit value

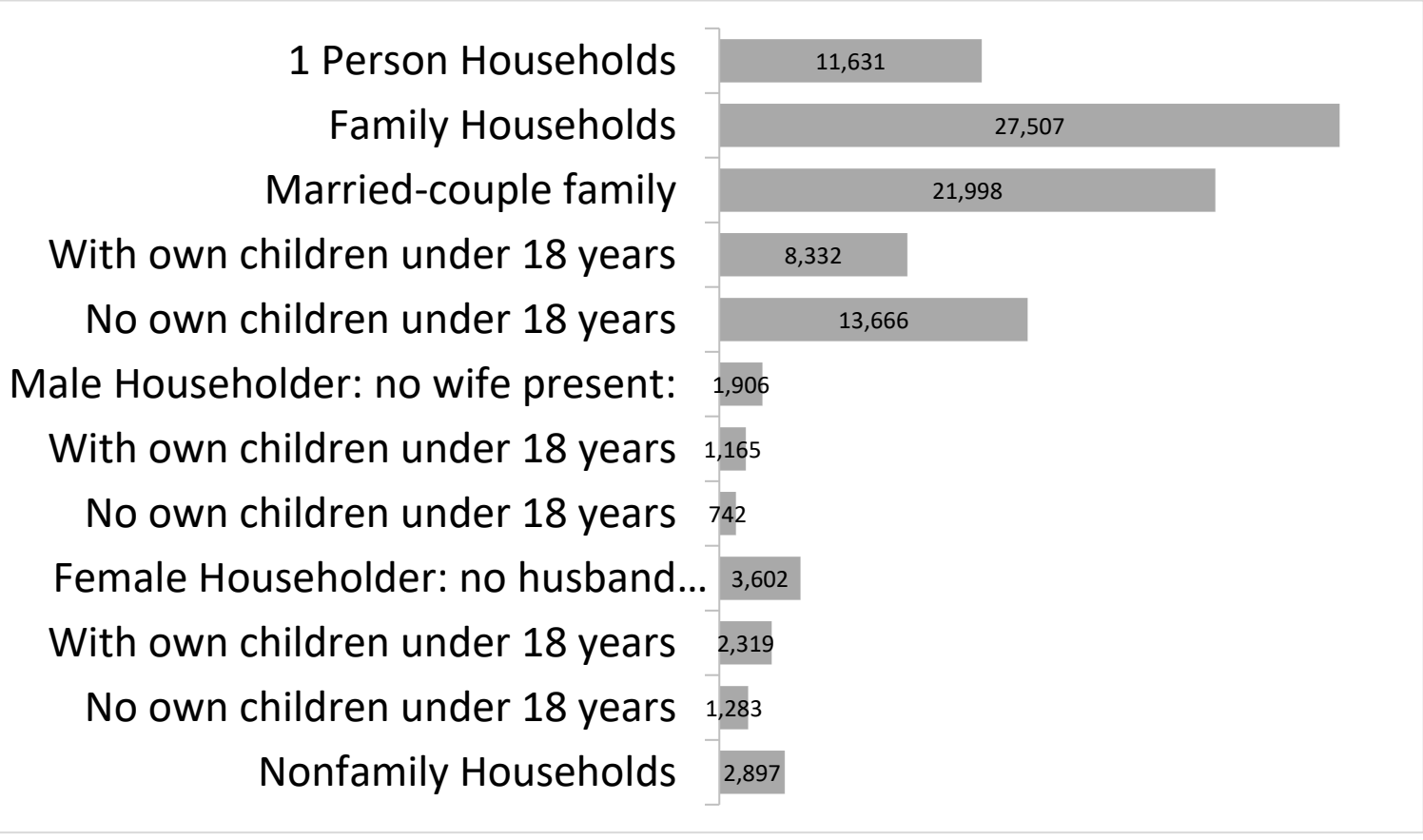
\$523,956

(United States)



Custom Trade Area

CURRENT YEAR ESTIMATED HOUSEHOLD BY TYPE

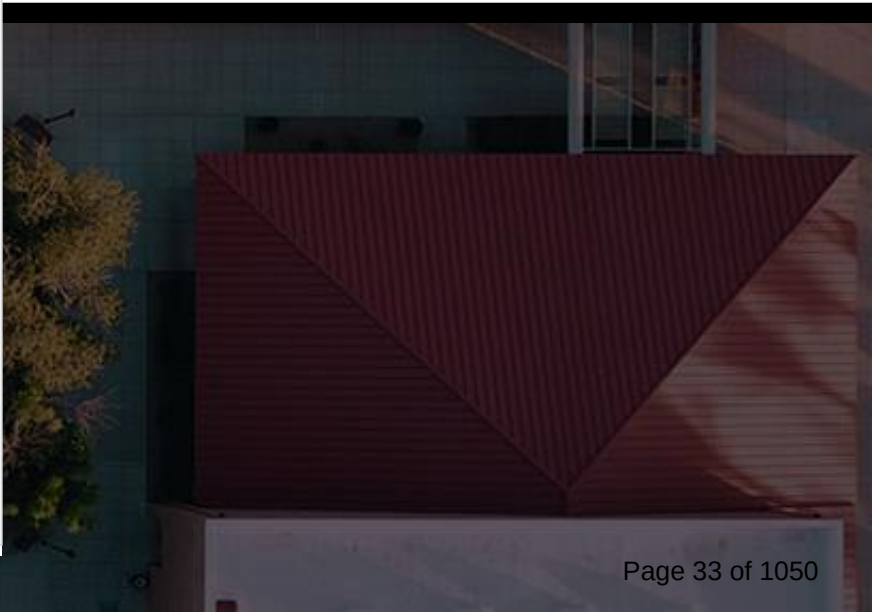


2.45

people per household

2.58

(United States)



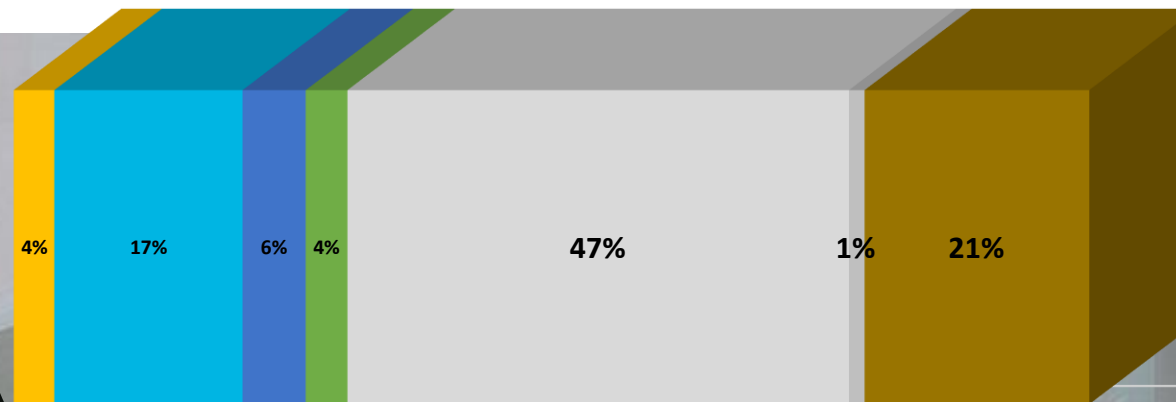
DISCOVER

Customized Trade Area

118,771
daytime population

DAYTIME POPULATION

Children at home Retired/Disable persons Homemakers
Work at Home Employed Unemployed
Student Populations



DISCOVER

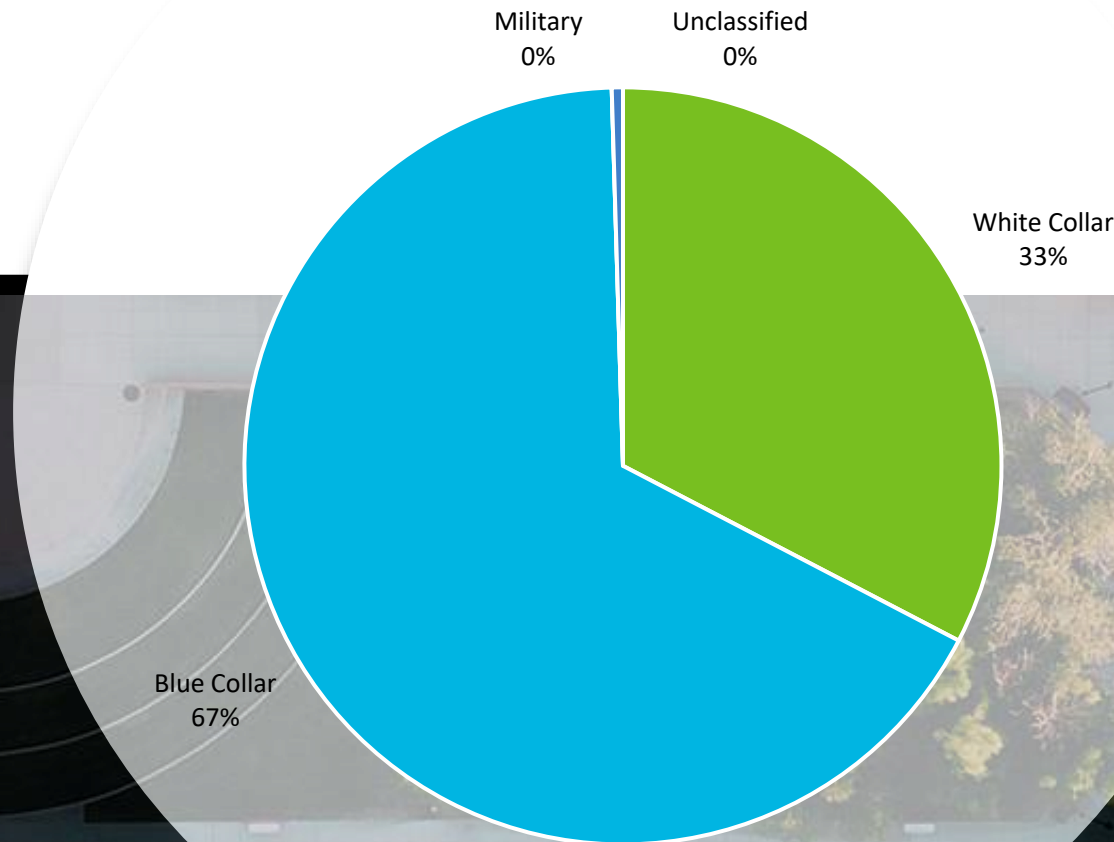
Customized Trade Area

\$50,835

average employee
salary

\$59,428

(United States)



Lifestyle Reports

Lifestyle reports allow BIG DATA to be summed up into a simple narrative on the personality of most households.

When asked “Who is Dubuque?”, often the community leadership describes themselves rather than the dominant personality of the area. Understanding consumer spending behavior based on personality allows Retail Strategies to better align the retail prospects with the purchasing patterns of the consumers in your market.

ESRI Tapestry Segmentation is a geodemographic segmentation system that integrates consumer traits with residential characteristics to identify markets and classify US neighborhoods.

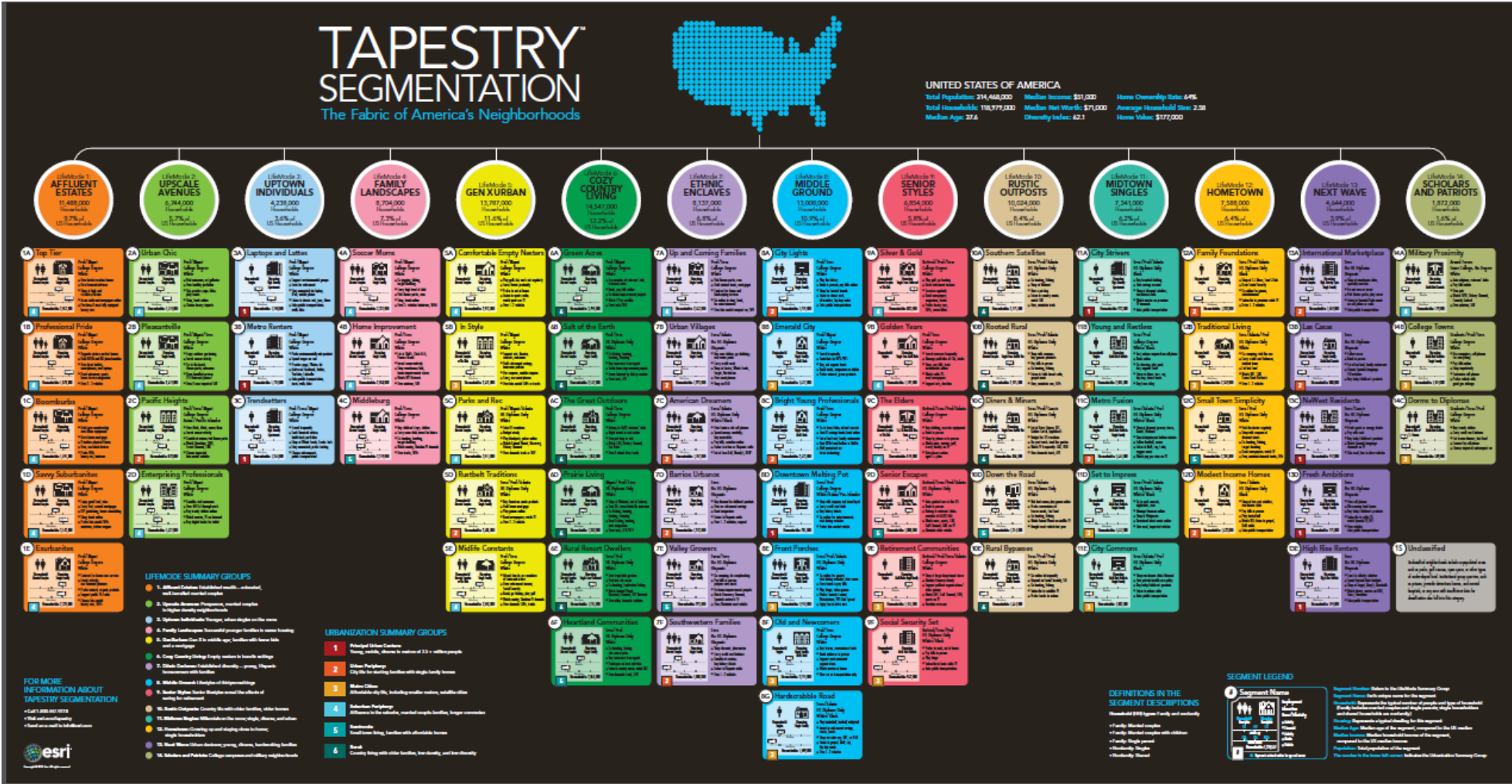
Neighborhoods with the most similar characteristics are grouped together, while neighborhoods with divergent characteristics are separated. Internally homogenous, externally heterogeneous market segments depict consumers' lifestyles and life stages. Tapestry Segmentation combines the "who" of lifestyle demography with the "where" of local geography to create a classification model with 67

distinct, behavioral market segments.

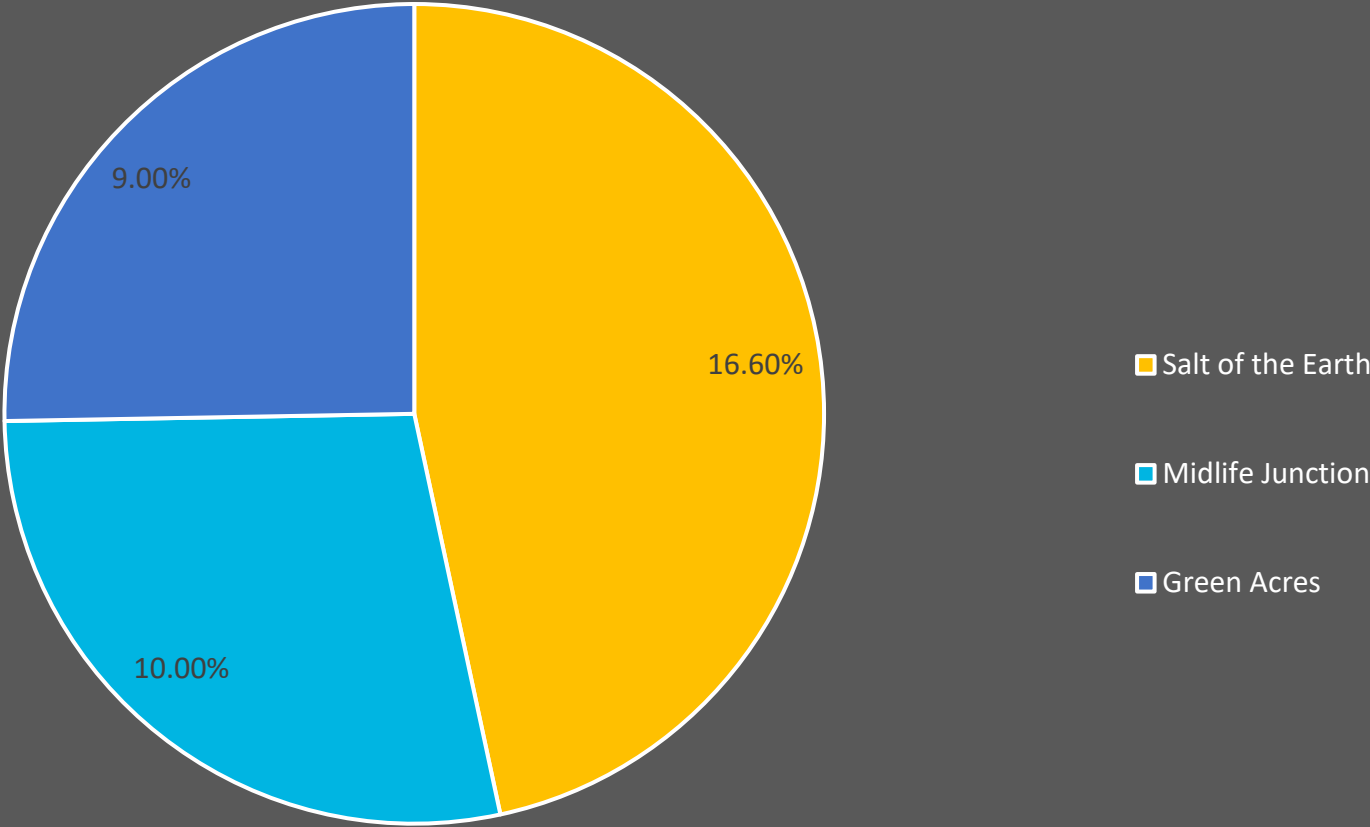
Selection of the variables used to identify consumer markets begins with data that includes household characteristics such as single person or family, income, relationships (married or multigenerational), and tenure; personal traits such as age, sex, education, employment, and marital status; and housing characteristics like home value or rent, type of housing (single-family, apartment, townhouse, or mobile home), seasonal status, and owner costs relative to income. In essence, any characteristic that is likely to differentiate consumer spending and preferences is assessed for use in identifying consumer markets.

DISCOVER

Research & Analytics



ESRI Tapestry Segmentation (2014)



DISCOVER: PSYCHOGRAPHIC PROFILE

ESRI Tapestry Segmentation (2014)



LifeMode Group: GenXurban

Midlife Constants

5E

Households: 3,068,400

Average Household Size: 2.31

Median Age: 47.0

Median Household Income: \$53,200

LifeMode Group: Cozy Country Living

Green Acres

6A

Households: 3,923,400

Average Household Size: 2.70

Median Age: 43.9

Median Household Income: \$76,800

LifeMode Group: Cozy Country Living

Salt of the Earth

6B

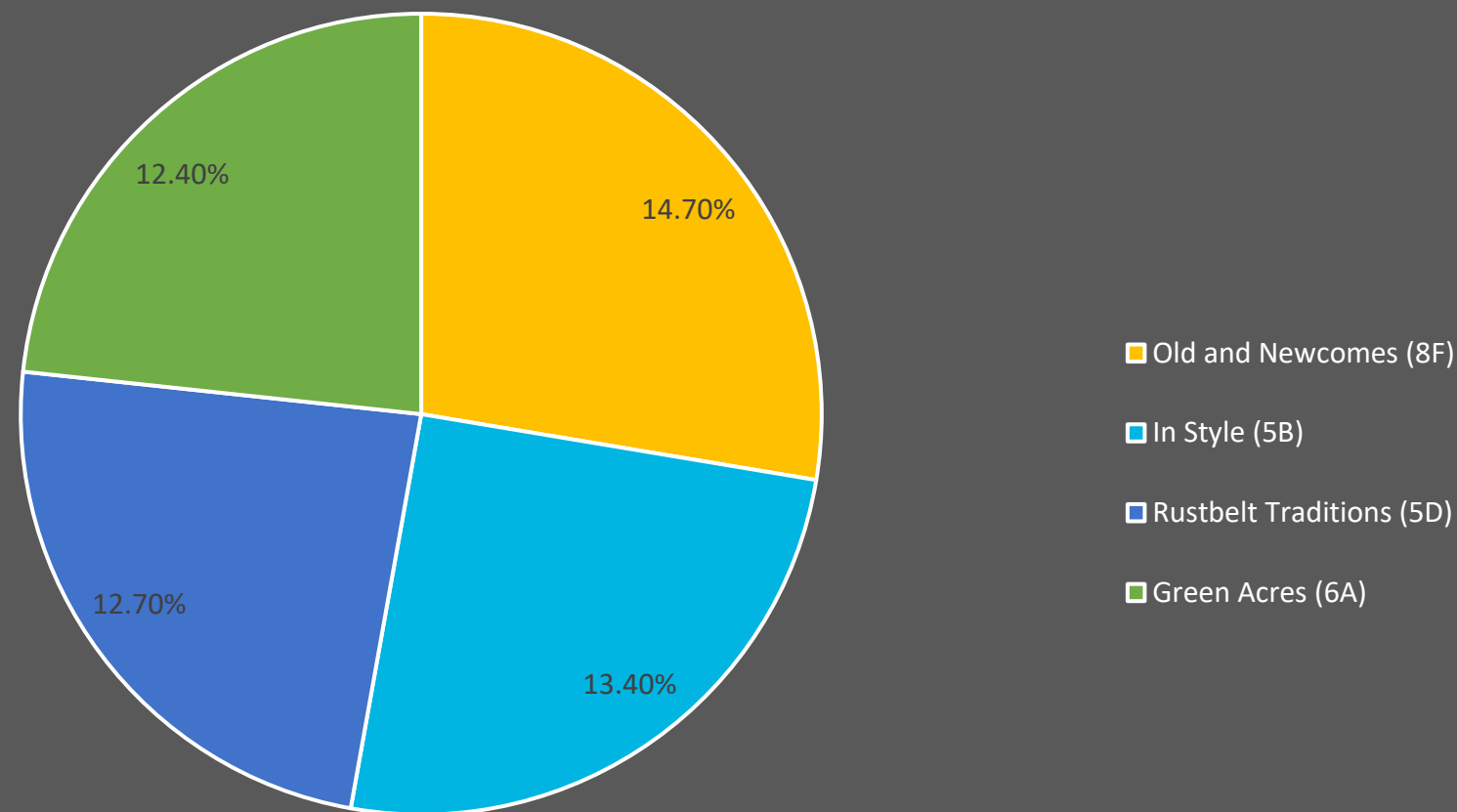
Households: 3,545,800

Average Household Size: 2.59

Median Age: 44.1

Median Household Income: \$56,300

ESRI Tapestry Segmentation (2024)



ESRI Tapestry Segmentation (2024)



LifeMode Group: Middle Ground

Old and Newcomers

Households: 2,859,200

Average Household Size: 2.12

Median Age: 39.4

Median Household Income: \$44,900

8F



LifeMode Group: GenXurban

In Style

Households: 2,764,500

Average Household Size: 2.35

Median Age: 42.0

Median Household Income: \$73,000

5B



LifeMode Group: GenXurban

Rustbelt Traditions

Households: 2,716,800

Average Household Size: 2.47

Median Age: 39.0

Median Household Income: \$51,800

5D



LifeMode Group: Cozy Country Living

Green Acres

Households: 3,923,400

Average Household Size: 2.70

Median Age: 43.9

Median Household Income: \$76,800

6A

Only one segment remains after 10 years: Green Acres. This change in profiles indicates a change in many factors locally; including age, marital status, incomes, family size, educational attainment and more.

A group of seven business professionals are gathered around a large wooden conference table in a modern office. They are engaged in a collaborative meeting, with some standing and pointing at documents on the table. The office has large windows, pendant lights, and a whiteboard in the background.

connect

FOCUS gets RESULTS

After discovering your community's data and interpreting it into zones for recruitment we need to focus on which retailers and retail categories have the highest odds of success.

Retail Real Estate Process: Terms

Retailers

Corporate Real Estate Directors
Tenant Representatives
Franchisees
Franchisee brokers



Sites

Property Owners
Brokers
Bank-owned
Local Government
Underperforming Businesses

CONNECT

Retail Timeline

- Retailer Drives the Decision
- Small percentage of proposed sites equal new openings
- Long Process
- It's all about PROFIT



Your Top Categories for Recruitment



Full-Service
Restaurants



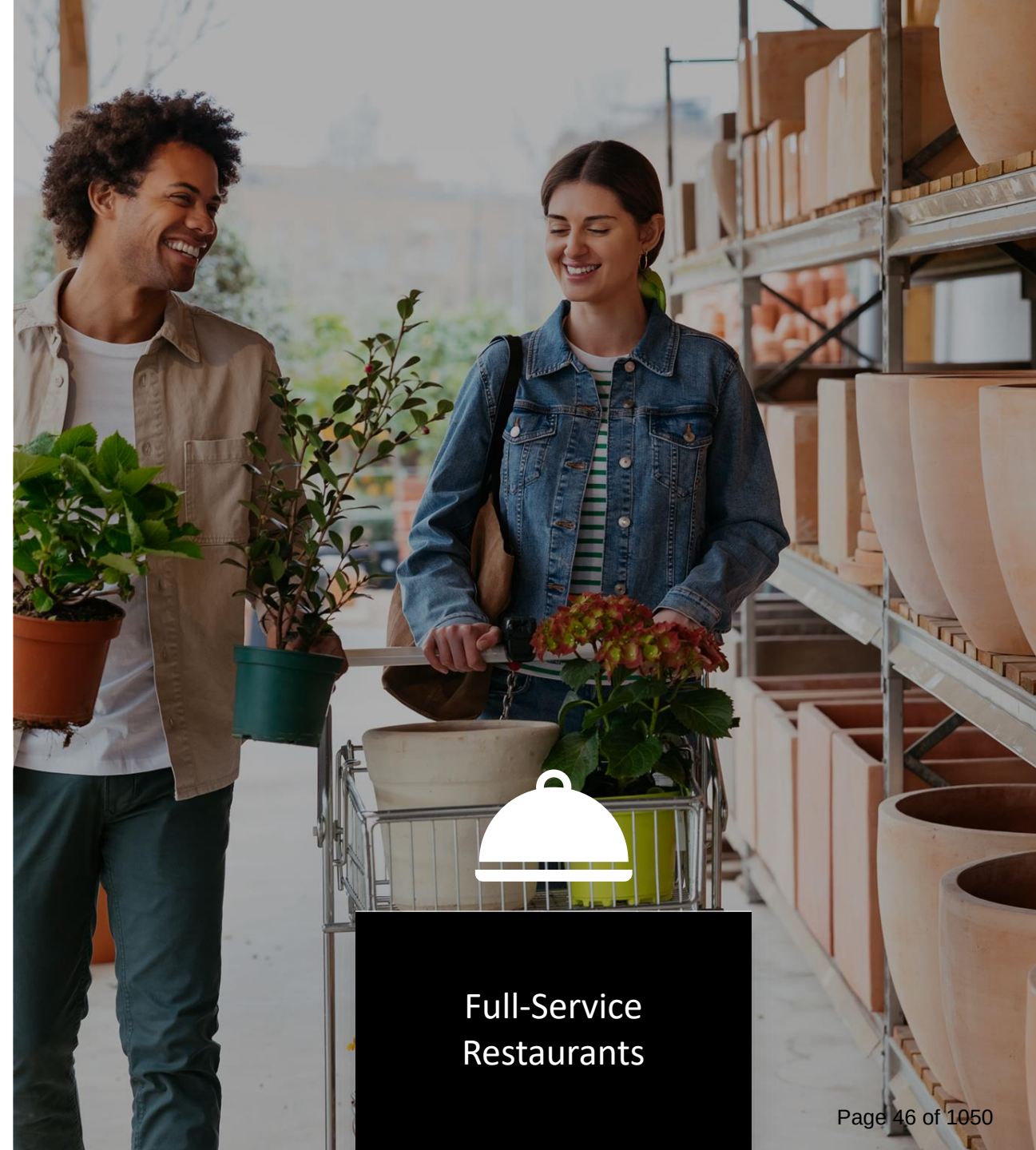
Quick Service
Restaurants



General
Merchandise

CONNECT

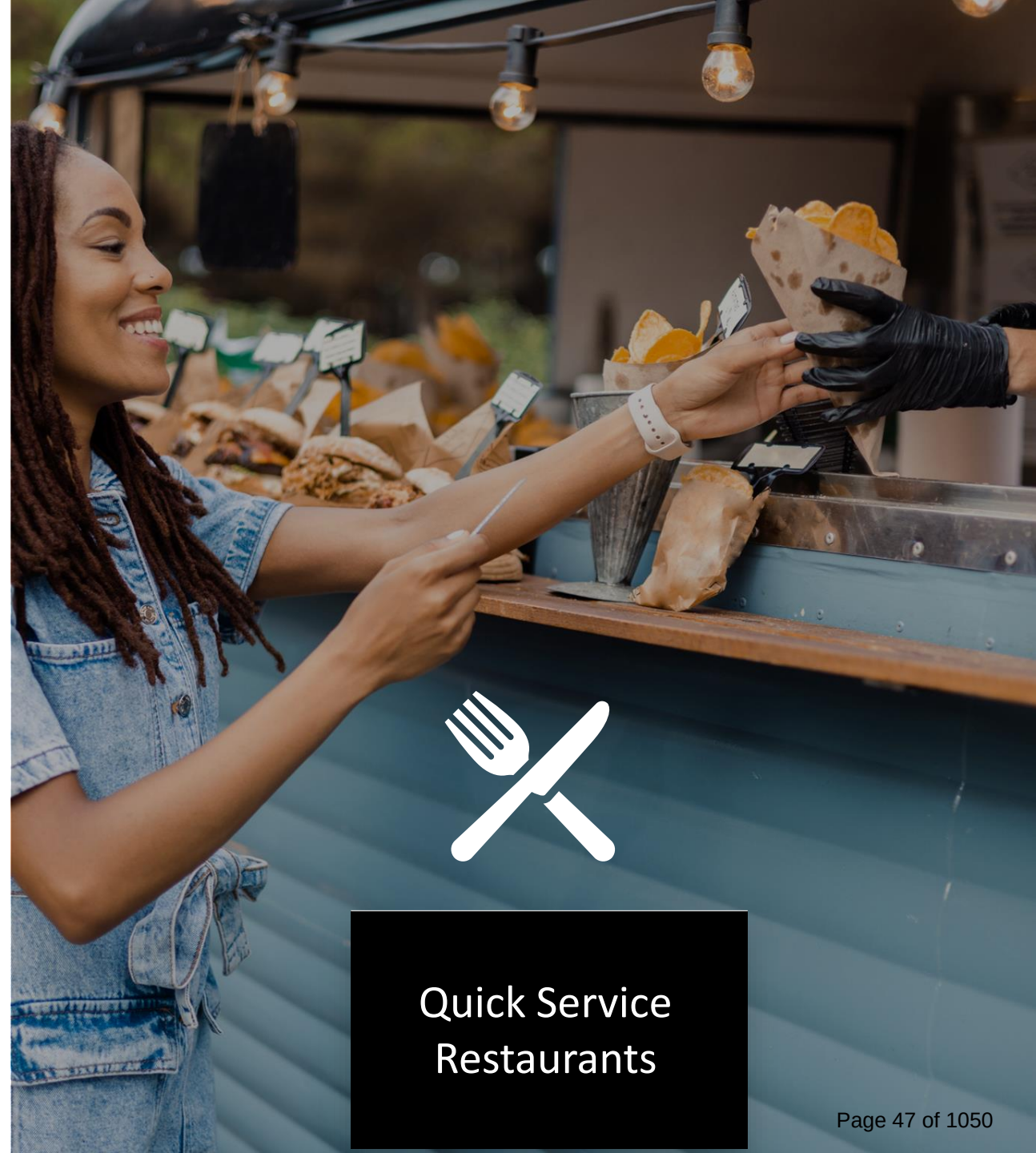
Top Categories and Examples



Full-Service
Restaurants

Top Categories

and Examples



Quick Service
Restaurants

Top Categories

and Examples

Marshalls

Burlington

SCHEELS.

ROSS
DRESS FOR LESS®

Dunham's
SPORTS®



General
Merchandise



retail strategies

THANK YOU

Dubuque, IA



Q&A on Retail and Demographics

Rick Dickinson
President & CEO

YOU can be great here.



Thank You



#youcanbegreathere



happy holidays



YOU can be great here.



**City of Dubuque
City Council**

CONSENT ITEMS # 1.

ITEM TITLE: Minutes and Reports Submitted

SUMMARY: City Council Proceedings of December 2, 2024; Five Flags Civic Center Advisory Commission of September 9, 2024; Historic Preservation Commission of October 17, 2024; Long Range Planning Advisory Commission Draft Minutes of November 20, 2024; Park and Recreation Commission of November 12, 2024; Resilient Community Advisory Commission of October 3, 2024; Proof of Publication for City Council Proceedings of November 4, 2024.

SUGGESTED DISPOSITION: Receive and File

ATTACHMENTS:

1. 12 2 24 City Council Minutes
2. Five Flags Civic Center Commission Minutes
3. Historic Preservation Commission Minutes
4. Long Range Planning Advisory Commission Draft Minutes
5. Park and Recreation Commission Minutes
6. Resilient Community Advisory Commission Minutes
7. Proof of Publication for City Council Proceedings of 11.4.24

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

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

PROCLAMATIONS

1. Eradication of Generational Poverty Day (December 7, 2024) was accepted by Samantha Hastings on behalf of the Fountain of Youth Program.

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: Cable TV Commission of October 23, 2024; City Council Proceedings of November 18, 2024; Community Development Advisory Commission of October 16, 2024; Equity and Human Rights Commission of October 8, 2024; Five Flags Civic Center Advisory Commission of September 9, 2024; Historic Preservation Commission of October 17, 2024; Library Board of Trustees Update of October 24, 2024; Park and Recreation Commission of October 15, 2024; Zoning Advisory Commission of October 2, 2024; Zoning Board of Adjustment of October 24, 2024. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Denise Ellison for personal injury; Bryn Kittle 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: Jamie Doyle for personal injury and vehicle damage; Denise Ellison for personal injury. 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. 388-24 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. Investment and Debt Management Software Recommendation: City Manager recommended City Council approval of SymPro Treasury Management Solutions for the City's investment and debt management software. Upon motion the documents were received, filed, and approved.

6. Fiscal Year 2024 City Street Financing Report: Upon motion the documents were received and filed.

7. Application for EPA Brownfields Assessment Grant: City Manager recommended City Council approval to apply for a 2025 round of EPA Brownfields Assessment Grant in an amount of \$500,000. Upon motion the documents were received, filed, and approved.

8. Updated Boards and Commissions Application and Demographic Information: Upon motion the documents were received and filed.

9. 2024 Maintenance Dredging Project No. 1 - 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. 389-24 Accepting The 2024 Maintenance Dredging Project No. 1 And Authorizing Final Payment To The Contractor was adopted.

10. Seippel Road Water Main Lowering Project - Acceptance of Public Improvement Construction Contract - Project Code: 4281000059: Upon motion the documents were received and filed, and Resolution No. 390-24 Accepting The Seippel Road Water Main Lowering Project And Authorizing Final Payment To The Contractor was adopted.

11. Travel Dubuque Request for Funding for Field of Dreams Project: City Manager recommended City Council approval of the Memorandum Agreement with Travel Dubuque regarding funding for the Field of Dreams Project. Upon motion the documents were received, filed, and approved.

12. Signed Contract(s): Strand Associates, Inc. for Amendment No. 2 to Task Order No. 22-03 for the Water Treatment Plant and Water Distribution System Supervisory Control and Data Acquisition System Upgrade. Upon motion the documents were received and filed.

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. Arts and Cultural Affairs Advisory Commission: One, 3-Year term through June 30, 2025 (Vacant Business Professional, lives or works inside cultural district term of Robins); One, 3-Year term through June 30, 2026 (Vacant Public Member 3 term of Riedel); One, 3-Year term through June 30, 2027 (Vacant Business Professional Term of Neuhaus). Applicants: David Barba, 2400 Central Ave. (qualifies for Public Member 3 and Business Professional terms); Gail Chavenelle, 1155 Kelly Ln. (qualifies for Public Member 3 and Business Professional terms); Aaron Hefel, 515 1/2 W. 8th St. (qualifies for Business Professional, lives or works inside cultural district; Public Member 3 and Business Professional terms); Bree Hernandez, 1298 Locust St. (qualifies for Business Professional, lives or works inside cultural district; Public Member 3 and Business Professional terms); and Jessica Ochoa, 1970 Hale St. (qualifies for Public Member 3 and Business Professional terms). Briana Thompson, 1268 Locust St., spoke in support of applicants Barba and Hernandez. Hefel spoke in support of his application.

2. Equity and Human Rights Commission: One, 3-Year term through January 1, 2027 (Vacant term of Sampson-Brown). Applicants: DeLano Cain-Watson, 994 Patricia Ann Dr.; Traci Phillipson, 2120 Rhomberg Ave. Cain-Watson spoke in support of his application.

Appointments were made to the following boards/commissions.

1. Housing Appeals and Mediation Board: One, 3-Year term through January 1, 2027 (Vacant term of Spence). Applicant: Cole Hansen, 408 Burch St. Motion by Roussell to appoint Hansen to the term. Seconded by Sprank. Motion carried 7-0.

2. Housing Commission: Two, 3-Year terms through August 17, 2027 (Vacant terms of White and Wooden). Applicants: Matt Henick, 2115 Golden Eagle Dr. (Additional Applicant); David Wall, 1710 ½ White St. Motion by Jones to appoint Henick and Wall to the terms. Seconded by Roussell. Motion carried 7-0.

3. Resilient Community Advisory Commission: One, 3-Year term through July 1, 2026 (Vacant term of Chamberland). Applicant: David McDermott, 919 Kirkwood St. Motion by Jones to appoint McDermott to the term. Seconded by Farber. Motion carried 7-0.

PUBLIC HEARINGS

1. Resolution Approving a Proposed Development Agreement with Miller Companies, LLC: Motion by Resnick to receive and file the documents and adopt Resolution No. 391-24 Approving A Development Agreement By And Between The City Of Dubuque, Iowa And Miller Companies, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations. Seconded by Jones. City Council Members expressed excitement about the number of Development Agreements up for consideration at tonight's meeting and the positive impact they are expected to have. Motion carried 7-0.

2. Resolution Approving a Proposed Development Agreement with Limestone Legacy, LLC: Motion by Sprank to receive and file the documents and adopt Resolution No. 392-24 Approving A Development Agreement By And Between The City Of Dubuque, Iowa And Limestone Legacy, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations. Seconded by Wethal. In response to a question about the Downtown Rehabilitation Grant and competition for funding, Van Milligen and Economic Development Director Jill Connors noted the grant's \$200,000 annual budget. While the façade grant is fully allocated, staff have identified additional funds for any projects that may apply for the grant before the fiscal year ends. City Council Members highlighted the grant's positive community impact and expressed concern that future state funding restrictions could limit program support. Motion carried 7-0.

3. Resolution Approving a Proposed Development Agreement with 1400 Central, LLC: Motion by Jones to receive and file the documents and adopt Resolution No. 393-24 Approving A Development Agreement By And Between The City Of Dubuque, Iowa And 1400 Central, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations. Seconded by Wethal. Leisha Schumacher, co-owner of 1400 Central LLC, 315 E 5th St., Suite 200, Waterloo, provided an overview of the building's history and planned updates. Van Milligen confirmed, in response to a question, that the façade grant applies to this project and that developers proposed grant modifications to city staff which were incorporated into recent updates. City Council Members thanked the developers for their input and city staff for acting on the recommendations. Motion carried 7-0.

4. Resolution Approving a Proposed Development Agreement with Nia Neighborhoods Opportunity Zone Fund, LLC: Motion by Roussell to receive and file the documents and adopt Resolution No. 394-24 Approving A Development Agreement By And Between The City Of Dubuque, Iowa And Nia Neighborhoods Opportunity Zone Fund, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations. Seconded by Sprank. Developer Yindra Dixon, 251 Hidden Oaks Ct., provided an overview of the building and commended the updates to the façade grant program. City

Council Members noted improvements in the development process and city staff's efforts to address concerns. Motion carried 7-0.

5. Approving a Proposed Development Agreement with SJR Properties, L.L.C. and Universal Tank & Fabrication, Inc.: Motion by Farber to receive and file the documents and adopt Resolution No. 395-24 Approving A Development Agreement By And Among The City Of Dubuque, Iowa, SJR Properties, L.L.C., And Universal Tank & Fabrication, Inc., Including The Issuance Of Urban Tax Increment Revenue Obligations. Seconded by Wethal. Jason White, Vice President of Business Services at Greater Dubuque Development Corporation (GDDC), 224 4th Ave. SE, Dyersville, spoke about GDDC's involvement with Universal Tank & Fabrication, Inc. He relayed thanks from Dan Davis, Principal of Universal Tank & Fabrication, Inc., who was unable to attend, for the city's support. In response to a question about the job commitment terms in the Development Agreement, Van Milligen explained that such language is standard. If the company falls below 50 full-time equivalent positions at any point during the 10-year agreement, the rebate is reduced proportionally. Employers must provide annual certification of their employee numbers. Motion carried 7-0.

6. Public Hearing and Approval of Second Amendment to the Lease Agreement by and Between the City of Dubuque, Iowa and the Dubuque County Historical Society: Motion by Sprank to receive and file the documents and adopt Resolution No. 396-24 Approving A Second Amendment To The Lease Agreement By And Between The City Of Dubuque, Iowa, And Dubuque County Historical Society. Seconded by Wethal. Motion carried 7-0.

ACTION ITEMS

1. Kerper Boulevard Lift Station Project - Award Public Improvement Contract - Project No. 5581500047: Motion by Sprank to receive and file the documents and adopt Resolution No. 397-24 Awarding Public Improvement Construction Contract For The Kerper Boulevard Lift Station Project. Seconded by Wethal. In response to questions about the estimated cost, Van Milligen and City Engineer Gus Psihoyos clarified that the estimate represents the maximum amount, excluding change orders. Psihoyos noted that while staff review all potential scenarios when developing project plans and specifications, unforeseen work may still arise for any project. Motion carried 7-0.

2. Council Member Susan Farber Appointment to National League of Cities (NLC) Information Technology and Communications Committee: Motion by Roussell to receive and file the documents and congratulate Farber on her appointment as vice chair of NLC 2025 Information Technology and Communications Federal Advocacy Committee. Seconded by Resnick. City Council Members commended Farber for her service. Farber expressed that it is an honor to represent the City and showcase our use cases. Motion carried 7-0.

3. Work Session Request: Sustainable Dubuque: Motion by Resnick to receive and file the documents and schedule the work session for February 17, 2025, at 5:30 p.m. Seconded by Roussell. Motion carried 7-0.

4. Work Session Request: Iowa Jobs for America's Graduates (iJAG) City Life Student Presentation to City Council: Motion by Resnick to receive and file the documents and schedule the work session for May 5, 2025 at 5:30 p.m. Seconded by Jones. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Council Member Jones reported on the recent Dubuque Racing Association (DRA) board meeting and the recent opening of Island Social at Q Casino.

Council Member Resnick reported that Cathy Goodman has been performing the annual SnowBiz holiday show for 15 years, and that this year's performance will be her last one.

Council Member Wethal reported on Santa's recent visit to Bluff St. and encouraged residents to shop local.

Mayor Cavanagh commended Dubuque Main Street's efforts to support local businesses on Small Business Saturday.

CLOSED SESSION

Motion by Jones to convene in closed session at 7:30 p.m. to discuss Confidential Records, Pending Litigation, and Purchase or Sale of Real Estate – Chapter 21.5(1)(a),(c),(j) Code of Iowa. Seconded by Roussell. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 9:19 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:19 p.m.
/s/Adrienne N. Breitfelder, CMC
City Clerk



Five Flags Civic Center Advisory Commission Meeting September 9, 2024

COMMISSIONERS PRESENT:	Bryce Parks, Danielle Jacobs, McKenzie Blau
COMMISSIONERS ABSENT:	Rod Bakke, Brenda Christner
STAFF PRESENT:	Aaron Rainey, Nick Farfan, Jesse Cosens, Greg Olson, Bobbie Jost, Ty Bailey
OTHERS PRESENT:	Leisure Services Lead Administrative Assistant Angie Metcalf
CALL TO ORDER:	Parks called the meeting to order.
MINUTES APPROVED:	Commissioner Parks motioned to approve the minutes of March 4, 2024 meeting. Seconded by Blau. Motion passed unanimously.
UPDATE FROM GENERAL MANAGER AARON RAINEY ON BOOKINGS AND EVENTS:	Rainey shared that the events season is about to kick off. The FY 25 booking are looking strong and community events at the holidays are continuing. New events will feature pickleball and a returning favorite, Wags at the Flags. Rainey is working with arena football as a potential event for Five Flags.
UPDATE FROM DIRECTOR OF OPERATIONS AND EVENTS JESSE COSENS:	Roof repairs have been completed. Staff have been working on painting throughout areas of the building and are working on upgrading the old hockey locker rooms as green rooms. Other work has included preparing equipment replacement bids and addressing building issues as they occur.
UPDATE FROM DIRECTOR OF FINANCE GREG OLSON:	Olson reviewed the quarterly financials. FY24 ended at a year to date \$184,596 greater than the budget proposed. Staff worked to control expenses throughout that period. Fourth quarter revenue was strong.
COMMENTS FROM COMMISSIONERS:	Commissioner Jacobs asked about possible grants for the theater repair. Commissioner Parks inquired about the building repairs budget.
ADJOURNMENT:	Commissioner Parks moved to approve future meetings, commissioner Jacobs second the motion. The motion passed unanimously.

NEXT MEETING: December 2, 2024

Meetings for 2025

March 3, 2025

June 2, 2025

September 8, 2025

December 1, 2025

**MINUTES
HISTORIC PRESERVATION COMMISSION
REGULAR SESSION**

5:30 p.m.

Thursday, October 17, 2024

City Council Chambers, Historic Federal Building

Commissioners Present: Acting Chairperson Janice Esser; Commissioners, Bill Doyle, Tim Gau, Christina Monk, Heidi Pettitt and Rick Stuter

Commissioners Excused: None

Commissioners Unexcused: None

Staff Members Present: Chris Happ Olson and Jason Duba

CALL TO ORDER: The meeting was called to order by Chairperson Esser at 5:30 p.m.

ELECTIONS: Staff Member Chris Happ Olson read the memo regarding elections:

At the June 20, 2024 Commission meeting, the Commission elected:

- Thea Dement for her first one-year term as Chairperson, and
- Janice Esser for her first one-year term as Vice-Chairperson.

Unfortunately for the Commission, the City's code required Thea Dement had to step down due to her recent employment with the City of Dubuque, creating a vacancy in the Chair position for the unexpired term.

The powers and duties of the Chairperson are as follows:

- A. Preside at meetings of the Commission;
- B. Call special meetings;
- C. Represent the Commission at City Council meetings;
- D. Establish committees, appoint members thereto, and select the chairpersons thereof;
- E. Sign official documents adopted or approved by the Commission; and
- F. See that all actions for the Commission are properly taken and carried out.

In the event that the Chairperson is absent at a meeting, the Vice-Chairperson shall exercise all the powers and duties of the Chairperson.

At this point, any Commissioner can serve as Chairperson. Any Commissioner can nominate a Chairperson and anyone can serve in the position, including the Vice-Chairperson. Should the Vice-Chairperson be elected to the Chairperson

position, the Commission shall also elect a Vice-Chairperson to fill that unexpired term. Any terms filled will be considered serving a full term. No person can serve more than two (2) consecutive terms in any one office.

Discussion among the Commissioners followed. Chairperson Esser volunteered to continue serving as Chair. Commissioner Gau volunteered to serve as Vice-Chairperson.

Motion by Monk, seconded by Pettitt, to elect Esser as Chairperson and Gau as Vice Chairperson. Motion carried 6-0 by the following vote: Aye – Janice Esser, Bill Doyle, Tim Gau, Christina Monk, Heidi Pettitt and Rick Stuter; Nay – none.

MINUTES: Motion by Gau, seconded by Monk, to approve the minutes of the September 19, 2024 meeting as submitted. Motion carried by the following vote: Aye – Janice Esser, Bill Doyle, Tim Gau, Christina Monk, Heidi Pettitt and Rick Stuter. Nay– none.

ACTION ITEMS:

DEMOLITION REVIEW REQUEST

Location: 788 Fenelon Place
Applicant: Peter A. Wyatt
Owner: *same*
Project: Removal of garage and front chimney
District: Fenelon Place Conservation District

Staff Member Happ Olson presented the staff report, explaining the request, describing the property, and referred to historic and contemporary imagery and documents, maps and records. She explained that the structure is contributing to the Fenelon Place National Register District. She noted that the chimney is a defining feature and visible from the public right-of-way. The garage, however, is not original, and its removal would expose a wall of the house. She noted that although the charge of the Commission is demolition only, they can request from the applicant how the exposed wall of the house will be treated.

Peter Wyatt, 108 W. 7th Street, Muscatine, Iowa, property owner and applicant of 788 Fenelon Place explained that he's owned the house for three decades but hasn't done extensive work on it due to budget constraints and living in Muscatine. He's now planning to undertake significant improvement on the property and would like to remove the garage and possibly the chimney. He stated the garage is not very functional for parking cars due to its size, so he would like to remove it and replace it with a new garage or surface parking. He noted that he will be able to reside the wall that would become exposed with shingles from the garage and/or new shingles.

Wyatt stated that he is working with a mason who believes he can repair the chimney in a cost-effective way. He would like to keep it but is still seeking permission to remove it in case it becomes prohibitively expensive to fix it. Commissioner Stuter asked if the chimney leaked, and Wyatt responded no. Wyatt said of the removal of the garage, that he would utilize existing asbestos shingles to match the rear wall which would be exposed as a result of demolition.

Commissioner Monk expressed her view that the chimney should be retained, and the garage could be removed. Commissioner Doyle agreed with this. The Commission consensus was that the removal of the garage would not negatively affect the property.

Motion by Gau, seconded by Monk, to approve the request as submitted for demolition of the garage but require retention of the chimney. Motion carried 6-0 by the following vote: Janice Esser, Bill Doyle, Tim Gau, Christina Monk, Heidi Pettitt and Rick Stuter; Nay – none.

DESIGN REVIEW REQUEST

Location: 156 Bluff Street
Applicant: Zephyr Aluminum Products, Inc. (Bruce Timmerman)
Owner: Steve and Robyn McAreavy
Project: Window replacement
District: Cathedral Historic District

Staff Member Happ Olson presented the staff report, explaining the request, describing the property, and referred to historic and contemporary imagery, maps and records. She stated the structure is a contributing building in the Cathedral Historic District. She displayed photos of the windows proposed to be replaced and noted their locations. She explained that the dormer window needs to meet fire code for egress in order to be allowed as a sleeping room, so the applicant is proposing a slider window. She referred to the Architectural Guidelines section on windows.

Bruce Timmerman, Zephyr Aluminum Products, Inc., 555 Huff Street, stated that the glider window sized to fit will help simulate the double hung window look. He shared a drawing of what the window would look like, noting modifications at the vertical meeting rails to simulate a mullion between two windows. The material of the window was discussed, and a sample of the white fiber composite was shared with the commission. Timmerman displayed a sample window of what the rear windows would look like. Commissioners were pleased with the windows proposed, acknowledging the challenge of meeting egress requirements for the dormer. The drawing and samples were distributed and given to staff after examination, and the distribution follows in these minutes:

ZEPHYR ALUMINUM PRODUCTS, INC. 555 Huff Street • P.O. Box 936 DUBUQUE, IOWA 52004-0936 (563) 588-2036 FAX (563) 588-4355	JOB NAME <u>Mc Arceavy</u> CATEGORY <u>156 Bluff St, Dubuque IA</u> BY _____ DATE _____ SHEET NO. _____ SCALE _____
---	--

6" sightline
3pcs @ 2"

2"

44"

53 ³/₄"

ABOVE: distributed by Bruce Timmerman at the meeting to describe the proposed modifications to the front twin window replacement

Owner Robyn McAreavy, 156 Bluff, spoke regarding the project. She stated she loves and wants to retain her front arch top windows and clarified that the rear windows were not arch top, and Happ Olson acknowledged and thanked her for the clarification.

Commissioners discussed the modification and by consensus agreed that it was a good solution to minimizing the change.

Motion by Monk, seconded by Gau, to approve the application as submitted with the amended slider window with wider trim to emulate existing conditions of the mullion. Motion carried 6-0 by the following vote: Aye – Janice Esser, Bill Doyle, Tim Gau, Christina Monk, Heidi Pettitt and Rick Stuter; Nay – none.

ITEMS FROM PUBLIC: Thea Dement, former commission member, shared the circumstances in which she accepted a position with the City Transit Division and only subsequently learned that she would not be able to remain on the commission. She expressed frustration and disappointment in having to leave the commission and its members. She noted that changes have been made to the City's boards/commission application process and the Clerk noted she would work with Human Resource to modify their application process in hopes that this does not happen to someone else. She stated that she would seek to recruit a new member from the Langworthy District. The Commission thanked her for her service.

ITEMS FROM COMMISSION: None

ITEMS FROM STAFF:

- Unified Development Code (UDC) – Staff Member Happ Olson stated that the UDC update was underway and that the Consultant Camiros would be reaching out in the near future to engage the Commission as stakeholders in the process.
- Ken Kringle Awards – Happ Olson reminded the Commission to be thinking about projects that would be candidates for the awards. Chairperson Esser noted that 1047 Bluff Street would be a good addition. Further discussion about projects in process on Central Avenue commenced.
- Upcoming Events and Presentations
 - Dubuque Area History Expo as part of National Archives Day (Sun. Oct. 20)
 - Alliance of National Heritage Areas conference (Black Heritage Survey)
- Survey Updates –
 - 20th Century Neighborhoods - Happ Olson noted that the surveys had been delayed, but she anticipated them coming to the Commission the next month. She and Commissioner Doyle explained the content and also that the recent outreach on September 25 to the neighborhoods was a success.
 - Black Heritage Survey – Happ Olson noted they are continuing to work with consultant to finish multi-property document form and close out the grant. She noted that earlier that day she spoke at the conference for the National Alliance of Heritage Areas, and it was well received.
- Dubuque Brewing and Malting Update – Happ Olson noted that no progress was known of for the site.

ADJOURNMENT: Motion by Monk, seconded by Pettitt to adjourn the October 17, 2024 Commission meeting. Motion carried 6-0 by the following vote: Aye – Janice Esser, Bill Doyle, Tim Gau, Christina Monk, Heidi Pettitt and Rick Stuter; Nay – none.

The meeting adjourned at 6:57 p.m.

Respectfully submitted,



Chris Happ Olson, Assistant Planner

November 21, 2024

Adopted

**MINUTES
CITY OF DUBUQUE LONG RANGE PLANNING ADVISORY COMMISSION
REGULAR SESSION**

5:30 p.m.

Wednesday, November 20, 2024

City Council Chambers, Historic Federal Building

Commissioners Present: Chairperson Michael Rabagia, Vice Chairperson Beth McGrath; Commissioners Cliff Conrad, Aaron Miller, and Mark Ward.

Commissioners Excused: Rick Merfeld.

Commissioners Unexcused: None.

Staff Members Present: Wally Wernimont and Jason Duba.

CALL TO ORDER: The meeting was called to order by Chairperson Rabagia at 5:30 p.m.

MINUTES: Motion by Rabagia, seconded by Conrad, to approve the minutes of the September 18, 2024 Long Range Planning Advisory Commission meeting as submitted. Motion carried by the following vote: Aye – Conrad, McGrath, Miller, Ward, and Rabagia; Nay – None.

ACTION ITEM

- Chaplain Schmitt Island Development Plan – Review and Recommendation

Alex Dixon, CEO of Q Casino and DRA, presented to the commission on the Chaplain Schmitt Island Development Plan. He stated that this represents an advancement of the 2014 master plan, that it provides a business strategy for realizing some of the recommendations from that plan. This plan looks at costs, budgets, and constraints to propose an economic analysis for investment. He talked about the proposed change to provide 75-year leases on the island, which would allow developers more assurance when making investments.

He said the goal is to enhance the amenities on the island following stated preferences that the community has expressed. He noted the unique opportunity to provide increased access to the riverfront, including with residential apartments. He also discussed enhancements to the natural environment of the island and the opportunities for outdoor recreation and trails.

He noted that the plan has included multiple departments working with a consultant and reaching out to developers. He stated that City Council will need to adopt the plan

following public engagement and review by this commission and the Parks and Recreation Commission.

The commission responded with several questions. Ward asked if any zoning changes would be necessary before this plan could be implemented. Wernimont stated that an amendment allowing residential use would need to be made to the PUD ordinance, but before 2017, it had been an allowed use.

Miller asked if the floodplain was a concern for potential development on the island. Wernimont showed a floodplain map and explained the different flood designations on the island. He also explained how analysis of recent flooding has given a better picture of realities on the ground. He noted that they collaborate with the Iowa Department of Natural Resources and the United States Army Corps of Engineers. He said that action can be taken to make development more flood resilient, such as raising the base level or putting parking on the ground floor with apartments above.

McGrath asked if residents at the proposed location would be able to travel to and from their homes during a flood. Dixon stated that improvements would need to be made to the road. Wernimont said that there are various approvals to get before development could proceed. Conrad noted that this is a preliminary plan that would get much more detail before implementation.

Miller asked about the RAISE grant that is designed for the area. Wernimont noted that the City has received both planning/design and implementation grants to make street improvements in this area, most significantly an overpass above the railroad on 14th Street.

Ward asked about the baseball fields on the island and whether development was considered for them. Dixon explained that the requirements of the grant funding that was used to build them would require comparable facilities to be built elsewhere, but that possibility is under consideration because it's valuable land. He said that it's a matter of community priorities, of which another possibility is a second sheet of ice. As the property owner, the City needs to state how they want the island to develop. He reminded the commission that one-third of DRA profits go back into improvements to the island.

McGrath asked about commercial space on the island for potential future residents. Wernimont noted that there are possibilities for retail nearby such as along Kerper Boulevard or at the Pack site. Conrad noted that stores could be placed in locations on the island that don't have beautiful views.

Wernimont concluded by stating the 2014 Master Plan is still in effect, and this Development Plan gives additional details.

Motion by Conrad, seconded by Miller, to recommend approval of the Chaplain Schmitt Island Development Plan as it is in substantial alignment with the Imagine Dubuque

Comprehensive Plan. Motion carried by the following vote: Aye – Conrad, McGrath, Miller, Ward, and Rabagia; Nay – None.

ITEMS FROM PUBLIC: None.

ITEMS FROM COMMISSION: None.

ITEMS FROM STAFF:

- Imagine Dubuque Update

Duba presented a select update from each of the seven categories, following the most recent quarterly updates from Imagine Dubuque coordinators:

Economic Prosperity: Business, 1.3.2: Kennedy Mall

Sustainable Environment: Neighborhoods, 2.3.2: Tree grant

Social + Cultural Vibrancy: Recreation, 3.7.1: Parks & Recreation Plan

Livable Neighborhoods + Housing: Livable Neighborhoods, 4.1.1: Ordinance review

Community Facilities: Infrastructure, 5.1.1: Sanitary sewer expansion

Transportation + Mobility: Complete Streets, 6.1.3: Bike lanes and trails

Land Use: Parks, 7.7.1: 897 Central and Millwork District Parks

- Unified Development Code Update

Wernimont explained the status of the Unified Development Code update and let the commission know that there will be opportunities for input.

ADJOURNMENT: Motion by Rabagia, seconded by Miller, to adjourn the November 20, 2024 Long Range Planning Advisory Commission meeting. Motion carried by the following vote: Aye – Conrad, McGrath, Miller, Ward, and Rabagia; Nay – None. The meeting adjourned at 7:00 p.m.

Respectfully submitted,

Wally Wernimont, Planning Services Manager

Adopted

PARK AND RECREATION COMMISSION MEETING
Tuesday, November, 12, 2024
Bunker Hill Golf Course
2200 Bunker Hill Road, Dubuque, Iowa 52001

PRESENT: Jennifer Tigges, Robin Kennicker, Ron Axtell, Jessica Ochoa and Lori Ollendick(via phone)

ABSENT: Josh Jorgensen, Jason Henkel

STAFF PRESENT: Steve Fehsal, Dan Kroger, Jared Charland, Haley Francke and Angie Metcalf.

CALL TO ORDER: Jennifer called meeting to order at 4:31pm.

MINUTES APPROVED; VOTE:

It was moved by Kennicker, seconded by Ollendick, to approve the minutes of the October 15th, 2024, meeting. Unanimous.

PUBLIC INPUT:

None

MEMORIAL BENCH AND TREE POLICY REVIEW AND RECOMMENDATION:

Park Division Manager Fehsal presented the proposed Memorial Bench and Tree Program Policy. Tigges asked how the pricing compares to other communities similar to Dubuque. Park & Recreation Business Development Manager, Haley Francke, advised the pricing is comparable. Kennicker made a motion to approve and recommend the Memorial Bench and Tree Policy with the stipulation of clearer details on the location and pricing of the trees and benches be added to the policy. Axtel seconded. Unanimous.

MATHIAS HAM HOUSE LEASE AMEDNMENT REVIEW AND RECOMMENDATION:

Park Division Manager Fehsal reviewed the details of the lease amendment provided to the commission members. The current agreement had a lease termination date of May 31, 2031. The amendment would extend the lease termination date to Mary 31, 2054. The amendment also clarifies specifics related to the City as the lessor and Dubuque County Historical Society as the lessee. This will aid in strengthening and clarifying the roles of each into the future. The topics outlined in the amendment for clarification have come up in more recent discussions during bi-yearly meetings between the two entities. It was felt best to modify these clarifications of duties and roles of each. Kennicker made a motion to approve and recommend the Mathias Ham House Lease Amendment, Ochoa seconded. Unanimous.

DIVISION MANAGER REPORTS:

Recreation Division Manager Fehsal provided the below updates:

Large Projects-ongoing

- Eagle Valley Park, English Ridge Park, Westbrook Park Development: Update provided by Jared Charland
- Jefferson Park Retaining Wall Replacement: Update provided by Jared Charland
- Welu Playground replacement- This will be a spring 2025 project due to timing.

Other Projects and Updates-ongoing

- Staff has begun working on the FY 2026 budget request.
- Staff is working to fill a Forestry Technician position.
- Staff is working to fill a Part-time year-round Parks Groundskeeper.
- Staff has begun winterization of facilities and fall leaf clean-up.
- Staff has begun preparing for winter snow/ice removal operations.
- Staff continues to work on RFP for a consultant to complete a Comprehensive Master Plan for the Leisure Services Department.

Recreation Division Manager Kroger provided the below updates:

- The Irrigation Phase 3 Request for Bids was sent out on November 5th and are due back on the 27th. Phase 3 will finally complete the irrigation project which has been in the works starting with Phase 1 back in 2012.
- Golf Course is closing on Saturday, November 23rd. We traditionally close the Saturday before Thanksgiving. With changing weather patterns over the last few years, staff will review if these closing dates should change to potentially later in the year.
- The Golf Superintendent is working with the Trees forever group to plant trees throughout the golf course which will replace those coming down for various reasons. Within the last month we have taken down 5 trees and planted 6.
- Wanted to recognize Haley Francke for exceeding revenue goals with over \$30,000 generated in advertising sales.

COMMISSION COMMUNICATIONS/QUESTIONS:

ADJOURNMENT:

It was moved by Axtell, seconded by Kennicker, to adjourn the meeting 5:26 p.m. Unanimous.

CITY OF DUBUQUE - COMMISSION MEETING MINUTES

GOVERNMENTAL BODY: Resilient Community Advisory Commission (RCAC)

DATE: 10/03/2024

TIME: 5:00 pm

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

MEMBERS PRESENT: Jake Kohlhaas, Dean Boles, Lalith Jayawickrama, Robin Kennicker

MEMBERS ABSENT: Sandra Evans (excused)

STAFF PRESENT: Gina Bell, Michelle Kim

Chair Kohlhaas called the meeting to order at 5:01pm

TEST AGENDA

MINUTES APPROVAL: Kennicker motioned to approve the August minutes. Jayawickrama seconded. Motion carried.

PUBLIC COMMENT:

Paul Schultz - Deer management program in the city - City staff reported that the deer herd is not declining in the city, it is excessive. There is a lot of talk among neighbors that this is becoming beyond okay. There are anecdotes of bikers almost getting into collisions because of deer. Paul shared his desire that there should be more outreach, especially about potential diseases. The deer population is affecting other wildlife, and thinks that we shouldn't be allowing the deer to desecrate our wild spaces.

NEW BUSINESS

a. Representatives from various religious groups share current efforts and concerns

Dubuque Interfaith Green Coalition: Mary Jo McDermott with Church of the Resurrection and Dubuque Interfaith Green Coalition shared problems with sustainability in the parish including:

- Composting plates, cups, and utensils have been difficult after parish events. A lot of these items still end up in the landfill and there seems to be a disconnect between buying compostable goods and actually composting them
- We need to get the word out about "best practices" about waste in the city. What is safe to dispose of into the landfill and where to put hazardous waste. How can we educate folks to know how to properly dispose of certain materials.

- Church is also considering solar, but raising the capitol for that project will be difficult.

Dave McDermott from Sisters of the Presentation shared goals and challenges with sustainability at the religious institution level including:

- The goal in the next couple of years is to implement more solar on their property
- They also struggle with composting; this is an area where they could use some help from the City.
- The Sisters need support and education from the city.

Paul Schultz from Mt. Carmel Bluffs shared:

- The building committee moving towards zero waste. There is more recycling than trash by volume and weight. They are now in the process of moving to the continuum to care side: enhanced living, assisted living, memory care. The recycling on this side of the operation mostly seems to be happening by the janitorial staff.
- Habitat committee - Outdoor habitat: There are too many deer that eat the flowers that people are planting. This doesn't incentivize people to plant pollinator gardens out of fear that the deer will destroy it. Indoor habitat does not have too many issues. There is opportunity to do environmental education using indigenous knowledge especially regarding the deer issue.
- Christian values strongly align with environmental issues including -feed the hungry: grow and provide nutritious food and give drink to the thirsty by taking care of our water sources.

Discussion included Kennicker suggested for Interfaith coalition to reach out to folks at DMASWA about "re-think" waste initiatives. Possible look for grants that are available through the solid waste agency that are for waste education.

Paul Schultz wants for the City to consider how to expand the composting program to local businesses and restaurants.

Kennicker suggested that for the Parish festival to have volunteers to take recycling down to the recycling stations themselves.

Jayawickrama suggested that perhaps churches can start their own composting programs and use the produced soil in their gardens.

Paul Schultz thinks that churches should give back to the community somehow to make up for the fact that churches are not taxed. What can churches do to help the well-being of the community?

Boles asked if in these conversations about sustainability within the church if they are considering other measures for sustainability (i.e., going electric, implementing more energy efficient utility measures)

Catholic Climate Covenant - Churches need to have the money up front to pay for the solar and the Catholic Climate Covenant would reimburse them for ~30%

b. Budget Input – Draft Letter of Support for RCAC-proposed CAC position

- Kennicker motioned to draft a letter of support from RCAC for the Climate Action Coordinator position, Jayawickrama seconds.
- Staff have submitted three climate action projects every year in budget, and each year only one has been funded, in addition to the Climate Action Coordinator position. The position was developed in tandem with the 3 per year climate projects.
- Boles dissents, thinks we need to refocus on goals and priorities and doesn't think the focus of the letter should be focused on the permanency of Climate Action Coordinator position. Discussion ensued regarding goals and priorities, workload and positions associated with greenhouse gas emissions reduction. Kennicker asks if the letter of support can contain both goals and priorities and the request for the CAC position. Kohlhaas feels the commission should advocate for the position as the RCAC initially proposed it. Motions carries, 3-1.

c. Recommendation for Sustainable Dubuque Grants to City Council

- Kennicker spoke as the subcommittee representative: Some applications were fully funded and some were only partially funded. The reasoning behind this decision was that the projects that had funding reduced scored lower than the fully funded applications and that these reductions were based on feasibility and matching funds of the projects. Kennicker motions to accept the recommendation and pass to City Council. Jayawickrama seconds. Motion carries.

OLD BUSINESS

- a. State and Federal Priorities discussion (ongoing) Staff will provide updates in coming weeks.
- b. Policy Work – Review ordinances and policies as they relate to Climate Action Plan and determine subcommittees as needed
 - a. Plant height ordinance was approved but never drafted. All the recommendations are back with legal and hopefully it should be on the Council Agenda this month or next. Boles would like to hear the extra

costs to build the energy efficient house they are building to the standards of the new energy code.

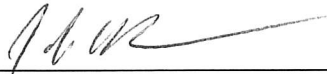
HOW DID I SHOW UP? COMMISSIONER REPORTS:

Boles asked the City Attorney about a grant about Latino businesses, this seems to be contrary to what was previously decided that these opportunities should be open to all. Also with the Sustainable Dubuque grants, should we add more groups in the grant application. There isn't guidance about treating minority groups equally during the scoring process.

Kohlhaas shared there is some conversation about composting and specifically about donating food from the dining hall at Loras College.

NEXT MEETING: The next commission meeting will occur on November 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 6:26 pm.

Minutes approved by: 
Jacob Kohlhaas, Commission Chair

Prepared by: 
Michelle Kim, Climate Action Coordinator

STATE OF IOWA
DUBUQUE COUNTY

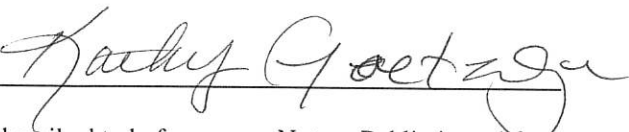
SS:

CERTIFICATE OF PUBLICATION

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

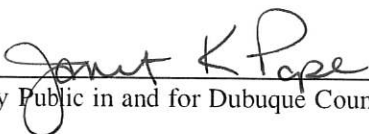
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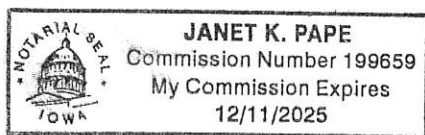
and for which the charge is 397.29



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

this 13th day of November, 2024


Notary Public in and for Dubuque County, Iowa.



CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION

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

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting work sessions on Microsoft Co-Pilot Implementation and a Grant Initiatives and Grant Funding update.

WORK SESSIONS

Microsoft Co-Pilot Implementation

Chief Information Officer Chris Kohlmann presented on the City's strategy and plans for the implementation of Microsoft CoPilot. City Council Members discussed the upcoming launch of the National League of Cities (NLC) Pilot on Artificial Intelligence (AI), anticipated future developments in AI, and expressed interest in learning more about the training that will be provided to city staff. This work session concluded at 5:59 p.m.

Update on Grant Initiatives and Grant Funding

Director of Strategic Partnerships Teri Goodmann, Technical Grant Analyst/Assistant Justin Thiltgen, and Andrew Seth of Sustainable Strategies DC provided an update on grant initiatives and grant funding. A video message from President Joe Biden congratulating Goodmann on her upcoming retirement was also shown.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:29 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 November 4, 2024, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. Hospice and Palliative Care Month (November 2024) was accepted by Executive Director Lavonne Noel and Board Member Carole Carroll on behalf of Hospice of Dubuque.

2. National League of Cities Centennial Day (November 7, 2024) was accepted by Mayor Cavanagh on behalf of the City of Dubuque.

3. The 150th Anniversary Year of the Sisters of the Presentation (November 13, 2024) was accepted by Sisters Carmen Hernandez, Marilyn Breen and Marilou Irons on behalf of

the Sisters of the Presentation of the Blessed Virgin Mary of Dubuque, Iowa.

4. Pancreatic Cancer Awareness Day (November 21, 2024) was accepted by President Diane Oglesby on behalf of the Michael W. Oglesby Foundation.

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: Airport Commission of September 24, 2024; Arts & Cultural Affairs Advisory Commission of September 24, 2024; Cable Television Commission of February 28, 2024; Community Development Advisory Commission of September 4, 2024; Equity and Human Rights Commission of September 10, 2024; Five Flags Civic Center Commission of June 13, 2024; Historic Preservation Commission of September 19, 2024; Housing Commission of July 23, 2024; Park and Recreation Commission of August 13 and September 10, 2024; Resilient Community Advisory Commission of September 5, 2024. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Jacqueline Fetter for personal injury; Roger Wilming for vehicle damage; State Farm Mutual Insurance a/s/o Casey Smith for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advising that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Jacqueline Fetter for personal injury; Roger Wilming 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. 342-24 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. Reimbursement Resolution Fire Facilities and Equipment: Upon motion the documents were received and filed, and Resolution No. 343-24 Relating to the financing of proposed projects and acquisitions to be undertaken by the City of Dubuque, Iowa; establishing compliance with reimbursement bond regulations under the Internal Revenue Code was adopted.

6. Tschiggfrie Parcel: Upon motion the documents were received and filed, and Resolution No. 344-24 Accepting The Deed To Certain Real Estate In Dubuque County, Iowa From Edward And Joan Tschiggfrie was adopted.

7. City Hall Annex Roof Replacement Project - Project Code: 5565000001: Upon motion the documents were received and filed, and Resolution No. 345-24 Accepting The City Hall Annex Roof Replacement Project And Authorizing Final Payment To The Contractor was adopted.

8. 2024-2026 Dubuque City Council Goals & Priorities Handout: Upon motion the documents were received and filed.

9. Updated Housing Incentives - New Units Handout: Upon motion the documents were received and filed.

10. Housing Commission Cross Representation Appointment: Housing Commission requested City Council approval on the appointment of commissioner Renee Kehoe, 1209 Lincoln Ave., to the Cross Representation term on the Community Development Advisory Commission that will expire on August 17, 2027. Upon

motion the documents were received, filed, and approved.

11. Grass and weed cutting and garbage collection assessments: Upon motion the documents were received and filed, and Resolution No. 346-24 Authorizing The City To Collect Delinquent Grass And Weed Cutting And Garbage Collection Charges In Accordance With Title 6-4-3A And Title 6-8-2 Of The Code Of Ordinances Of The City Of Dubuque, Iowa was adopted.

12. School Resource Officer Contract with Dubuque Community School District: Upon motion the documents were received, filed, and approved.

13. Iowa Department of Transportation HMA Resurfacing and Paved Shoulders Project Notification: Correspondence from Jesse Tibodeau, Assistant District Engineer, notifying the City Council of HMA resurfacing and HMA paved shoulders on US-20 from Swiss Valley to Old Highway Road. Upon motion the documents were received and filed.

14. Signed Contract(s): Tricon General Construction, Inc. for the Old Mill Road Lift Station and Force Main Project - Phase 1. Upon motion the documents were received and filed.

15. Improvement Contracts / Performance, Payment, and Maintenance Bonds: Eastern Iowa Excavating & Concrete, LLC for the Iowa Amphitheater at Schmitt Island Bid Package 1: Site Preparation. Upon motion the documents were received, filed, and approved.

16. Approval of 2023 City Council Official Proceedings: Upon motion the documents were received, filed, and approved.

17. Approving a Third Amendment to Development Agreement by and between the City of Dubuque, Iowa and Union at the Marina, LP adding Impact Housing Indiana Corp. as a Party: Upon motion the documents were received and filed, and Resolution No. 347-24 Approving A Third Amendment To Development Agreement By And Between The City Of Dubuque, Iowa And Union At The Marina, LP was adopted.

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. Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque and Dubuque Racing Association, Ltd. Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Upon motion the documents were received and filed and Resolution No. 348-24 Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Between The City Of Dubuque, Iowa And Dubuque Racing Association, Ltd., Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations Relating Thereto And Providing For The Publication Of Notice Thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on November 18, 2024 in the Historic Federal Building.

2. Iowa Amphitheater on Schmitt Island Project - Bid Backage No. 2 (Utilities, Paving & Amphitheater Stage) - Initiate Public Bidding Process and Setting Date for Public Hearing: Upon motion the documents were received and filed and Resolution No. 349-24 Iowa Amphitheater On Schmitt Island Project - Bid Package No. 2 (Utilities, Paving & Amphitheater Stage): 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 November 18, 2024 in the Historic Federal Building.

3. Initiate Bid Process and Set Public Hearing for the Bunker Hill Irrigation Replacement Project Phase 3: Upon motion the documents were received and filed and Resolution No. 350-24 Bunker Hill Golf Course Phase 3 Irrigation Project: Preliminary Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost; Setting Date Of Public Hearing On Plans, Specifications, Form Of Contract, And Estimated Cost was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on November 18, 2024 in the Historic Federal Building.

BOARDS/COMMISSIONS

Appointments were made to the following boards/commissions.

1. Catfish Creek Watershed Management Authority: One, 4-Year term through July 16, 2028 (Vacant term of McGovern). Applicant: William H. Hendricks, 1801 S. Grandview. Motion by Jones to appoint Hendricks to the term. Seconded by Roussell. Motion carried 7-0.

2. Equity and Human Rights Commission: One, 3-Year term through January 1, 2026 (Vacant term of Sanchez). Applicants: Luselena Bravo, 781 Cottage Place; Traci Phillipson, 2120 Rhomberg Ave. Upon roll call vote, Bravo was appointed to the term, receiving all 7 votes.

PUBLIC HEARINGS

1. 2024 SRF Green Alley Project Public Hearing: Motion by Wethal to receive and file the documents and adopt Resolution No. 351-24 Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost For The 2024 SRF Green Alley Project. Seconded by Sprank. Motion carried 7-0.

2. 2024 SRF Green Alley Project Special Assessments: Motion by Jones to receive and file the documents and adopt Resolution No. 352-24 With Respect To The Adoption Of The Resolution Of Necessity Proposed For The SRF Green Alley Bid 2024 SRF Green Alley Project and Resolution No. 353-24 Approving Schedule Of Assessments And Estimate Of Total Cost For The 2024 SRF Green Alley Bid Project. Seconded by Wethal. Motion carried 7-0.

3. Petition to Vacate the Alley Right of Way in the block bounded by Finley Street, Green Street, and Bunker Hill Road in Finleys Addition in the City of Dubuque, Iowa For Vacating Petition (Agreement Between City of Dubuque and Interstate Power and Light): Motion by Roussell to receive and file the documents and adopt Resolution No. 354-24 Vacating The Alley Between The West Line Of Finley Street And The East Line Of Bunker Hill Road, In Finleys Addition To The City Of Dubuque, In The City Of Dubuque, Iowa, To Be Known As Lot 186A Finleys Addition In The City Of Dubuque, Iowa and Resolution No. 355-24 Disposing Of City Interest In Lot 186A Finleys Addition In The City Of Dubuque, Iowa. Seconded by Wethal. Motion carried 7-0.

4. Kerper Boulevard Lift Station Project Public Hearing: Motion by Sprank to receive and file the documents and adopt Resolution No. 356-24 Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost For The Kerper Blvd Lift Station Project. Seconded by Jones. Motion carried 7-0.

5. Broadway Sanitary Sewer Improvements Project Public Hearing: Motion by Jones to receive and file the documents and

adopt Resolution No. 357-24 Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost For The Broadway Street Sanitary Sewer Improvement Project. Seconded by Farber. Motion carried 7-0.

6. Ruby Sutton Building 2nd Floor Renovation Project Public Hearing: Motion by Sprank to receive and file the documents and adopt Resolution No. 358-24 Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost For The Ruby Sutton Building 2nd Floor Renovation Project. Seconded by Jones. Motion carried 7-0.

7. Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and Dubuque Housing, LLC: Motion by Roussell to receive and file the documents and adopt Resolution No. 359-24 Approving A Development Agreement By And Between The City Of Dubuque, Iowa And Dubuque Housing, LLC, Including The Issuance Of Urban Renewal Tax Increment Revenue Obligations. Seconded by Wethal. Megan Carr, speaking on behalf of the developer, shared that they aim to complete the project by fall 2025. Motion carried 7-0.

8. Public Hearing to approve the revised Administrative Plan for the Housing Choice Voucher Program: Motion by Jones to receive and file the documents and adopt Resolution No. 360-24 Resolution Approving The Revision Of The Public Housing Authority (PHA) Administrative Plan For The Housing Choice Voucher Program. Seconded by Resnick. In response to City Council questions, Housing and Community Development Director Alexis Steger explained that the minor plan revision adjusts the small area market rate to align with the federal rate. Steger also provided an overview of the voucher allotment review process. Motion carried 7-0.

PUBLIC INPUT

Dan Walsh, 1219 Arrowhead Dr.; Tut Fuller, 1145 S. Grandview; and Tyson Leyendecker, 1760 Overview Ct., all representing Capra Bank, spoke regarding Action Item No. 1, expressing concerns with the recommendation of Dubuque Bank and Trust as the City's financial services provider. They cited Dubuque Bank and Trusts impending sale to an out-of-state entity and stressed the importance of partnering with local banks. Mr. Walsh noted that Capra submitted a dispute regarding Dubuque Bank and Trust's Request for Proposals (RFP) submission on October 18, which was denied by the City Manager on October 23. He suggested that the City Council consider tabling the action item. Kevin Finke, 6447 Torrey Pines Dr., of Dubuque Bank and Trust, read a letter on behalf of Drew Townsend, the bank's President and CEO, thanking the City for its recommendation. John Schmidt, 1075 Bonnie Ct.; and Thomas Flynn, 21475 Girl Scout Rd., also spoke in support of Dubuque Bank and Trust, highlighting the local employment base of the bank.

ACTION ITEMS

1. Commercial Banking Services Recommendation: Motion by Roussell to receive and file the documents and approve Dubuque Bank and Trust as the bank to provide financial services to the City of Dubuque for a five-year period. Seconded by Jones. Chief Financial Officer Jennifer Larson made a presentation. Brumwell confirmed that Iowa Code §362.5 specifies that a city official is not in conflict of interest when voting on a contract with a corporation in which they or their immediate family own less than five percent of the corporations stock. Mayor Cavanagh stated that some of his family members hold

stock in HTLF, the parent company of Dubuque Bank and Trust, but clarified that this does not create a conflict of interest, as their holdings are below the 5% threshold. Van Milligen summarized the city's investment process, including the involvement of the Investment Oversight Advisory Commission, and explained that other priorities, such as the Enterprise Resource Planning (ERP) implementation and the recently completed pay and classification study, had delayed a re-evaluation of the city's banking services. He noted that the RFP required a bank to have a staffed local branch. In response to questions, Larson explained that various financial records have different retention requirements. City Council Members expressed interest in learning how other Iowa cities solicit banking services and how to assess the reinvestment of the bank's funds within the community. Van Milligen committed to city staff researching these areas for the next RFP. Larson stated that while most cities conduct an RFP for banking services, she was unsure of the typical contract terms. Historically, the city has used a five-year contract period but has not adhered to it recently due to ERP implementation. Van Milligen noted that the extensive process involved in changing financial institutions warranted the five-year timeframe. The City Council discussed the expertise of the RFP review committee and the strong evaluation criteria used in making this recommendation. They also indicated their preference for the re-evaluation of banking services through an RFP every five years. Motion carried 7-0.

2. Proposed Modification to the Downtown Rehabilitation Program Awards: Motion by Jones to receive and file the documents and adopt Resolution No. 361-24 Authorizing The City Manager To Amend The City Of Dubuque Downtown Rehabilitation Grant Award Program. Seconded by Resnick. City Council Members praised the changes, noting they had received positive feedback. Motion carried 7-0.

3. Resolution Authorizing the Submission of an Iowa Economic Development Authority Business Financial Assistance Application by Universal Tank & Fabrication Inc.: Motion by Resnick to receive and file the documents and adopt Resolution No. 362-24 Authorizing The Filing Of An Application With The Iowa Economic Development Authority For Business Financial Assistance On Behalf Of Universal Tank & Fabrication, Inc. Seconded by Wethal. City Council Members expressed enthusiasm for the expansion. Motion carried 7-0.

4. Pest Infestation Enforcement, Including Bed Bugs: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Farber. Steger summarized the proposed changes that clarify the responsibility for treating pest infestations and stated that another treatment will be required for several units at the Roosevelt West apartment complex that is currently experiencing an infestation. Brumwell referenced Iowa Code §562A regarding landlord and tenant financial responsibilities regarding infestations. City Council Members commended residents for relaying their concerns to the city. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 60-24 Amending City Of Dubuque Code Of Ordinances Title 14 Building And Development, Chapter 1

Building Codes, Article J Property Maintenance Code, Section 14-1J-2 International Property Maintenance Code Amendments. Seconded by Farber. Motion carried 7-0.

5. Work Session Request: Introduction to the Office of Community Impact and Review of the Equitable Fine and Fee Service Program: Motion by Resnick to receive and file the documents and schedule the work session for November 18, 2024, at 5:15 p.m. Seconded by Sprank. Motion carried 7-0.

6. New Housing Projects Update Video: Motion by Jones to receive and file the documents and view the video. Seconded by Resnick. Public Information Office staff showed a video featuring footage of examples of new housing projects throughout the community. The video can be seen at: <https://youtu.be/0PHmgW1v-Ro?si=YTr6tpUnoZa6BHUL>. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Mayor Cavanagh reported on the first Denver Air Connection commercial flight to Dubuque and recent fundraisers for the Dubuque Museum of Art and the National Mississippi River Museum and Aquarium.

Council Member Jones reported on the recent passing of former Fire Chief Bill Miller.

Council Member Farber reported on the upcoming retirement of Goodmann and the upcoming election.

Council Member Roussell reported on William Intriligators 25th anniversary as Music Director and Conductor of the Dubuque Symphony Orchestra.

Council Member Wethal thanked candidates running for political office.

CLOSED SESSION

Motion by Jones to convene in closed session at 8:49 p.m. to discuss Purchase or Sale of Real Estate Chapter 21.5(1)(j) Code of Iowa. Seconded by Wethal. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 9:30 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:30 p.m.

/s/Adrienne N. Breitfelder, CMC

City Clerk

1t 11/13

**City of Dubuque
City Council**

CONSENT ITEMS # 2.

ITEM TITLE:	Notice of Claims and Suits
SUMMARY:	Lois Kamp for vehicle damage; Laura Schroeder for vehicle damage.
SUGGESTED DISPOSITION:	Receive and File; Refer to City Attorney

ATTACHMENTS:

1. Claim by Lois Kamp
2. Claim by Laura Schroeder

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

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

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

1. Name of Claimant: Lois Kamp
2. Address: 1475 Elm St Dubuque IA 52001
3. Telephone Number: 563-239-0107
4. Date of Incident: December 5 2024
5. Time of Incident: ~~12AM~~ 12AM - 2AM
6. Location of Incident (Be specific): 1475 Elm St Dubuque IA 52001

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 water pipes busted and water came up to my car and now my car will not ~~run~~ run properly wouldn't start once started takes bad and not able to be driven and some electrical problems as well

8. What were weather conditions like? Cold 12° ~~and~~ ~~and~~
9. Give name and address of any witnesses: Donna Brokus, Christopher Davis
Jessie Brokus 1475 Elm St Dubuque Ia 52001

10. Did police investigate? (If so, give names of officers.)
No I did call and ask but they said to move my car but I had surgery on my right foot and I'm unable for 6-8 weeks
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.)

UNSURE how much damage to my car but will not run

13. What other damages do you claim, if any? UNSURE Needs to be evaluated

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? UNSURE NOT SURE
OF amount of Damage caused

16. Why do you claim the City of Dubuque is responsible? Because the
city's water pipe burst in the street and my
car was working before the water got into my car

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

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 10 day of December, 2024.

Lois A Kamp

(Signature)

Lois Kamp

(Print Name)

RECEIVED
24 DEC 11 AM 10:00
City Clerk's Office
Dubuque, IA

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

mvm
Legal
Arielle Swift

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

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

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

1. Name of Claimant: Laura Schroeder (and Jerome Schroeder)
2. Address: 1544 Geraldene Drive
City: Dubuque State: Iowa Zip: 52003
3. Telephone Number: 563-451-9685
4. Date of Incident: November 8, 2024
5. Time of Incident: 2:15 pm
6. Location of Incident (Be specific): Radford Road in front of
Roosevelt Middle School 2001 Radford Road
7. DESCRIBE ACCIDENT OR OCCURRENCE THAT CAUSED INJURY OR DAMAGE. (Give full details upon which you base your claim. If a City employee was involved, give the employee's name.)
I was driving our 2020 Toyota RAV4 South on Radford Road
and approached a street construction see the back
8. What were weather conditions like? Dry overcast
9. Give name and address of any witnesses: Rick Mersfeld 563-582-3733 St. Vincent de Paul
10. Did police investigate? (If so, give names of officers.)
no
11. Was anyone injured? (If so, give names, addresses, and extent of injuries).
no

Project which diverted traffic to the left onto a shared lane on the east side of the road. The lane was very narrow. The traffic cones were not placed correctly. Not far enough from the construction damaged area - See Photo
My 2 right side tires caught the ragged drop off, causing both tires to blow out on the side walls. Wheel rim and wheel cover were also damaged. See Photo

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.)

2 car tires on Right side were blown out
Wheel Rim damage, Wheel cover destroyed

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

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

NO

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

2 tires, wheel Rim wheel cover 479.80

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

traffic cones did not block off construction zone on street

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 3 day of December, 2024.

Laura Schroeder (Signature)

Laura Schroeder (Print Name)

(Rev. 9/24)

RECEIVED
City Clerk's Office
Dubuque, IA
20 DEC -5 AM 3:13

**City of Dubuque
City Council**

CONSENT ITEMS # 3.

ITEM TITLE: Disposition of Claims

SUMMARY: City Attorney advising that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Sierra Eversoll for vehicle damage; Bryn Kittle for vehicle damage; Laura Schroeder for vehicle damage.

**SUGGESTED
DISPOSITION:** Receive and File; Concur

ATTACHMENTS:
1. ICAP 12 16 24



MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 12/4/2024

RE: Claim Against the City of Dubuque by Sierra Eversoll

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Sierra Eversoll	11/22/2024	9/8/2024	Vehicle Damage

This is a claim in which Claimant alleges Claimant's vehicle was struck by a City firetruck.

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

cc: Michael C. Van Milligen, City Manager
Amy Scheller, Fire Chief
Jon Strunk



MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 12/3/2024

RE: Claim Against the City of Dubuque by Bryn Kittle

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Bryn Kittle	11/8/2024	11/4/2024	Vehicle Damage

This is a claim in which Claimant alleges Claimant's vehicle was damaged due to salt and water dripping from the ceiling above a parking spot in a City parking ramp where Claimant's vehicle parks.

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

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



MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 12/10/2024

RE: Claim Against the City of Dubuque by [NAME]

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Laura Schroeder	12/5/2024	11/8/2024	Vehicle Damage

This is a claim in which Claimant alleges Claimant's automobile was damaged when two right side tires on the automobile were caught in a drop off on a public street while claimant was driving by a construction site.

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

cc: Michael C. Van Milligen, City Manager
Arielle Swift, Public Works Director
Laura Schroeder

**City of Dubuque
City Council**

CONSENT ITEMS # 4.

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: Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. Memo Council for 12.16.24
2. Resolution_Approving_Expenditures (40)
3. Expenditure Report - Approvals
4. Expenditure Report - Exceptions



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Expenses Submitted for City Council Approval

DATE: December 9, 2024

Finance is submitting the following expenses to City Council for approval at the December 16, 2024, meeting. Payments on these expenses will be made December 18, 2024.

In addition, Finance is submitting expenses paid since December 4, 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 12-18-2024

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
1800TShirts	\$ 2,344.50	Transit Employee Uniforms
1800TShirts	330.00	Transit Employee Uniforms
A & G ELECTRIC COMPANY	12,120.00	Grandview Street Lights - Hwy 20 & Dunning Street
A & G ELECTRIC COMPANY	4,657.25	Intermodal Facility Field Replacement
A & G ELECTRIC COMPANY	1,872.52	LED Replacement Central Ramp
A-1 CRANE RENTAL & MACHINERY MOVING	405.00	Pull pump at Kerper Ct Lift Station
ACCURATE ANALYTICAL TESTING	24.00	815 Harlan HH Accurate Analytical
ADAMS, RYAN M	113.75	UB 14816 2299 GORDON
ADDOCO INC	1,040.00	MULCH FOR GREENHOUSE AREAS
ADDOCO INC	720.00	MULCH FOR GREENHOUSE AREAS
ADVANCE DESIGNS	219.52	Shirt order for Garage (Navy) 112224
Advanced Precast Company, Inc.	1,219.20	CONCRETE PATCH DUE TO WATER MAIN BREAK
Advanced Turf Solutions, Inc.	867.50	Turf Chemicals
AECOM TECHNICAL SERVICES INC	24,251.67	B2E2 (705) RAISE Planning Grant Design Services
AECOM TECHNICAL SERVICES INC	2,443.24	22200328
AIRGAS USA LLC	11.12	Medical Oxygen for Ambulances plus Lease Renewal
AIRGAS USA LLC	2.40	Liquid Oxygen - FY25
AIRGAS USA LLC	2.40	Large Argon Tank Rental 11/1 - 11/30/2024
AIRGAS USA LLC	4.80	Small Acetylene and Oxygen Tank Rentals 11/1-11/30
AIRGAS USA LLC	14.40	Landfill Cylinder Rental Nov2024
AIRGAS USA LLC	3,313.51	Liquid Oxygen - FY25
AIRGAS USA LLC	14.31	Medical Oxygen for Ambulances plus Lease Renewal
AIRGAS USA LLC	2,772.84	FY25 BLANKET PO - CO2 FOR WATER TREATMENT PROCESS
AIRGAS USA LLC	2,599.90	Airgas Tank & Vaporizer Rental - FY25
AIRGAS USA LLC	3,388.08	Liquid Oxygen - FY25
AIRGAS USA LLC	3,368.06	Airgas Tank & Vaporizer Rental - FY25
AIRGAS USA LLC	2,651.91	Liquid Oxygen - FY25
AIRGAS USA LLC	3,452.31	Liquid Oxygen - FY25
AIRGAS USA LLC	2,468.20	Liquid Oxygen - FY25
AIRGAS USA LLC	146.90	Medical Oxygen for Ambulances plus Lease Renewal
AIRGAS USA LLC	2,839.05	Liquid Oxygen - FY25
AIRGAS USA LLC	1,454.41	Liquid Oxygen - FY25
AIRGAS USA LLC	3,223.03	Liquid Oxygen - FY25
ALLIANT ENERGY	1,219.90	Electricity for Intermodal Nov 24
ALLIANT ENERGY	21.93	Alliant 0539621000 12th Bluff Lot FY25
ALLIANT ENERGY	23.80	FY25: 411 E. 15th St - Blum Site Electricity
ALLIANT ENERGY	124.48	FY25: 411 E. 15th St - Blum Site Electricity
ALLIANT ENERGY	37.23	514 Angella St - Alliant Energy (City Owned)
ALLIANT ENERGY	21.43	2820 Brunswick St.-Alliant Energy (City Owned)
ALLIANT ENERGY	2,785.68	Alliant 1406331000 Intermodal Ramp FY25
ALLIANT ENERGY	469.55	Alliant 1477501000 5th Bell Lot FY25
ALLIANT ENERGY	2,242.22	Alliant 1522511000 5th St Ramp FY25
ALLIANT ENERGY	62.57	Energy Costs for Various Locations
ALLIANT ENERGY	2,851.02	ELECTRIC BILLS FOR FY25
ALLIANT ENERGY	1,656.21	Electricity for JOTC Nov 24
ALLIANT ENERGY	151.90	Energy Costs for Various Locations
ALLIANT ENERGY	3,464.06	FY25: 305 W. 6th St - Federal Building Electricity
ALLIANT ENERGY	2,237.11	FY25: 1300 Main St - City Annex Electricity
ALLIANT ENERGY	1,031.44	FY25: 1503 W. 3rd St - Cell Tower Electricity
ALLIANT ENERGY	28.55	FY25: 2356 Washington - BBranch Camera Electricity
ALLIANT ENERGY	26.11	FY25: 2356 Washington - BBranch Camera Electricity
ALLIANT ENERGY	31.18	Energy Costs for Various Locations
ALLIANT ENERGY	12,812.68	ALLIANT 4392701000 Ramps/Lots FY25
ALLIANT ENERGY	23.98	Energy Costs for Various Locations
ALLIANT ENERGY	27.07	FY25: 510 E. 22nd St
ALLIANT ENERGY	24.12	FY25: 510 E. 22nd St
ALLIANT ENERGY	448.44	FY25: 1805 Central Ave-Old Engine House-LB/HSE/LA
ALLIANT ENERGY	712.13	FY25: 535 E. 16th St - Pump Station Electricity

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
ALLIANT ENERGY	714.67	FY25: 535 E. 16th St - Pump Station Electricity
ALLIANT ENERGY	96.71	Energy Costs for Various Locations
ALLIANT ENERGY	1,859.60	FY25: 1157 Central Ave - MFC Building Electricity
ALLIANT ENERGY	3,272.11	FY25: 50 W. 13th St - City Hall Electricity
ALLIANT ENERGY	33.86	Energy Costs for Various Locations
ALLIANT ENERGY	36.39	FY25: 2543 White St - SCADA Flow Meter Electricity
ALLIANT ENERGY	245.97	FY25: W. 5th Restrooms Electricity
ALLIANT ENERGY	389.40	Energy Costs for Various Locations
ALLIANT ENERGY	30.17	Energy Costs for Various Locations
ALLIANT ENERGY	561.01	Energy Costs for Various Locations
ALLIANT ENERGY	109.15	Energy Costs for Various Locations
ALLIANT ENERGY	12,258.48	Energy Costs for Various Locations
AMERICAN LEGAL PUBLISHING CORP	3,089.86	supplement pages
Andrew Klobe	165.00	Basketball Referee
Andrew Klobe	90.00	Basketball Referee
Anthony C Bradley	3,465.00	503 Southern HH Radon Solutions Install
AT&T Mobility National Accounts, LLC	5,839.00	AT&T Monthly First Net Charges Oct 20-Nov19,24
AT&T Mobility National Accounts, LLC	2,830.20	Cellular Service for Department
AT&T Mobility National Accounts, LLC	1,280.04	IPHONES AND IPADS PARKS-OCT 29-NOV 28, 2024
AT&T Mobility National Accounts, LLC	5,062.46	Public Works First Net Monthly Charges
AUTOMOTIVE ENTERPRISES (AIH)	38.48	FY2025 Franchise Fees
AV FUEL	20,506.29	Aviation fuel for resale
AV FUEL	20,166.86	Aviation fuel for resale
AY MCDONALD MFG CO	14,970.00	FY2025 Franchise Fees
AY MCDONALD MFG CO	317.81	FY2025 Franchise Fees
B L MURRAY COMPANY INC	113.21	Cleaning supplies
BAKER & TAYLOR CO BOOKS	41.61	Library materials for the adult collection
BAKER & TAYLOR CO BOOKS	1,102.64	Library materials for the adult collection
BARRY A LINDAHL	362.64	Lindahl - IMAA Travel
BILLY S DIEUJUSTE	136.00	Per Diem Iowa Crisis Negotiators
BK DIESEL	97.25	unit 2682 stock egr cooler
BLACK HILLS/IOWA GAS UTILITY CO	39.81	FY2025 BLANKET PO - GAS COSTS
BLACK HILLS/IOWA GAS UTILITY CO	86.65	FY2025 BLANKET PO - GAS COSTS
BLACK HILLS/IOWA GAS UTILITY CO	65.45	2820 Brunswick-Black Hills Energy (City Owned)
BLACK HILLS/IOWA GAS UTILITY CO	94.58	821 Garfield - Black Hills Energy (City Owned)
BLACK HILLS/IOWA GAS UTILITY CO	130.09	DMASWA 10/24/24-11/22/24
BLACK HILLS/IOWA GAS UTILITY CO	186.32	UTILITY EXPENSE - GAS
BLACK HILLS/IOWA GAS UTILITY CO	661.90	FY25 INTERMODAL GAS UTILITIES
BLACK HILLS/IOWA GAS UTILITY CO	136.67	UTILITY EXPENSE - GAS
BLACK HILLS/IOWA GAS UTILITY CO	968.72	FY25 JOTC GAS UTILITIES
BLACK HILLS/IOWA GAS UTILITY CO	52.16	FY2025 BLANKET PO - GAS COSTS
BLACK HILLS/IOWA GAS UTILITY CO	255.89	UTILITY EXPENSE - GAS
BLACK HILLS/IOWA GAS UTILITY CO	324.80	Locust Ramp Electricity FY25
BLACKSTONE AUDIO BOOKS	156.69	Adult CD Audio Books 7/1/24 to 6/30/25
BLACKSTONE AUDIO BOOKS	103.33	Adult CD Audio Books 7/1/24 to 6/30/25
BLACKSTONE AUDIO BOOKS	43.45	Adult CD Audio Books 7/1/24 to 6/30/25
BLACKSTONE ENVIRONMENTAL INC	9,869.92	Indoor Air Sampling at the MSC 10/31/24
Bluff Street Neighborhood Association	2,500.00	Bluff Street Flower Pots
BLUFF STREET NEIGHBORHOOD ASSOCIATION	300.00	SPECIAL EVENT DEPOSIT REFUND SE24-131
Boys & Girls Club of Greater Dubuque	1,770.00	SD Grant-Sustainable Garden-Boys and Girls Club
Brandon Avenarius	3,910.00	Westbrook Detention Basin Maintenance
CALLAWAY GOLF SALES COMPANY	831.15	PRO SHOP ITEMS
Catalis Public Works & Citizen Engagement, LLC	35,000.00	Catalis Subscription and Professional Services
CELLEBRITE USA INC	18,600.00	Extraction Subscription
CENGAGE LEARNING INC	32.79	Adult large print books - materials
CENGAGE LEARNING INC	30.39	Adult large print books - materials
Central Iowa Distributing	204.00	Janitorial Supplies - JOTC Garage
CES COMPUTERS INC	25,159.56	IT Computers for FY25
CES COMPUTERS INC	1,789.57	2 NEW COMPUTERS FOR LEAD SECRETARY & ACCOUNT CLERK
CHAD A CRABILL	169.71	Per Diem Less Lethal & Chemical Munitions
Charles Jaymes Beckman	80.00	Travel Reimb - Iowa Excavating Safety Summit

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
CHEMSEARCH	1,266.95	ANTI-SIEZE GREASE FOR FIRE HYDRANTS
CHEMSEARCH	375.00	Bld #80 - (Admin) - Two Loops
CHEMSEARCH	169.95	Bld #75 - Lower Loop
CHEMSEARCH	265.00	Torrent Agreement - Parts Washer -Bld#90 - Nov 24
CHEMSEARCH	319.41	Bld #75 - Upper Loop
Chris Oshea	3,500.00	Storm sewer inlet reimbursement
CHRISTINA M SCHNEIDER	32.00	Schneider Travel Reimbursement
CHRISTOPHER J LESTER	41.94	NOVEMBER 2024 MILEAGE FOR CHRIS LESTER
CINTAS CORP	194.11	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	247.98	Various Maintenance - FY25
CINTAS CORP	60.00	Cleaning Supplies / Mats - Intermodal facility
CINTAS CORP	507.96	Various Maintenance - FY25
CINTAS CORP	816.22	Various Maintenance - FY25
CINTAS CORP	395.86	Various Maintenance - FY25
CINTAS CORP	194.11	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	193.69	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	17.22	Various Maintenance - FY25
CINTAS CORP	52.24	Various Maintenance - FY25
CINTAS CORP	730.54	Various Maintenance - FY25
CINTAS CORP	730.54	Various Maintenance - FY25
CINTAS CORP	247.98	Various Maintenance - FY25
CINTAS CORP	194.11	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	208.14	Cintas Ramp Rugs FY25
CINTAS CORP	60.00	Cleaning Supplies / Mats - Intermodal facility
CINTAS CORP	35.00	Janitorial Supplies- BHGC
CINTAS CORP	212.90	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	289.13	Mats, Cloths, shop towels JOTC FY25
CINTAS CORP	730.54	Various Maintenance - FY25
CINTAS FIRST AID & SAFETY	18.59	Replenish Safety Supplies Garage
CINTAS FIRST AID & SAFETY	73.48	First Aid Supplies-WRRC - FY25
CINTAS FIRST AID & SAFETY	207.27	FY2025 First Aid Supplies
CINTAS FIRST AID & SAFETY	54.41	FY2025 First Aid Supplies
CINTAS FIRST AID & SAFETY	79.47	FY2025 First Aid Supplies
CITY OF CEDAR RAPIDS	6,000.00	Cedar Rapids Academy Tuition
City of Dubuque	1,849.96	2024 Annual State Legislative Dinner
CITY OF DUBUQUE IOWA/FIVE FLAGS	400,000.00	SHORTFALL PAYMENTS-2ND QUARTER
COBRA PUMA GOLF	(2.14)	Credit available
COBRA PUMA GOLF	165.67	PRO SHOP SPECIALTY ITEMS
COMMERCIAL FLOORING CO	4,100.00	Flooring for Training Office/Captain Office
COMMUNICATIONS ENGINEERING CO	250.00	Network Switch 3rd Street Fiber-Milestone Intercon
COMMUNICATIONS ENGINEERING CO	4,015.00	Install Network Gear for WRRC Building 70
COMMUNICATIONS ENGINEERING CO	16,597.79	Landfill Network Project
COMMUNICATIONS ENGINEERING CO	5,986.25	PathSolution -TotalView Software Support
CONLON CONSTRUCTION CO	124.10	Landfill Refund
CONLON CONSTRUCTION CO	79,308.92	Switch Homes of DBQ-8"-12" San Swr Upsizing
Connor Mosele	90.00	Basketball Referee
CONSTELLATION NEW ENERGY GAS DIV	487.90	Dubuque City Garage C&I Service for Oct 2024
CONSTELLATION NEW ENERGY GAS DIV	1,571.80	Utility gas for library
Cooper Grams	40.00	Basketball Referee
Cooper Grams	90.00	Basketball Referee
CRAWFORD HEATING AND COOLING CO INC	1,062.98	FY24 Backflows testing in 8 ramps
CRAWFORD HEATING AND COOLING CO INC	162.69	BACKFLOW TESTING
CRENNA M BRUMWELL	362.64	Brumwell - IMAA Travel
CROSSFIT DUBUQUE	800.00	Fitness for several fire employees
CRYSTAL M CAMPBELL	302.00	Per Diem Telecommunication Course
DAN ARENSDORF CONSTRUCTION	10,703.56	2024 Concrete in the Public ROW - Arensdorf
DANIEL J MAYNE	400.00	SWANA WatseCon Leadership
DELAWARE CO SOLID WASTE COMMISSION	4,829.31	Delaware County Solid Waste Retained Tonnage Fee
DEMCO INC	187.22	Library supplies for youth services
DEMMER OIL COMPANY	20,992.55	Diesel fuel for Airport vehicles and resale
DEMMER OIL COMPANY	5,462.74	Auto fuel for Airport vehicles and resale

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
DENISE C BLAKELEY-IHRIG	2,361.04	FY2025 BLANKET PO - CONSULTANT SERVICES
DETCO INDUSTRIES, Inc.	236.52	Odor Ends for JOTC Garage
DIETZ ENTERPRISES LLC	4,693.28	2024 Concrete in the Public ROW - Dietz
Dinges Partners Group	201.12	Leather Fronts for Helmets
Dinges Partners Group	461.87	White helmet with leather front
Dinges Partners Group	1,340.50	Water Rescue Equipment
District 20 Supply Co	296.00	Uniform for Tac Officers
DITTMER RECYCLING INC	10,478.65	Landfill haul charges/inbound recycle 113024
DITTMER RECYCLING INC	105.00	FY2025 BLANKET PO - TRASH AND RECYCLING CHARGES
DITTMER RECYCLING INC	442.53	Landfill Fees - 20 yrd/2 yrd - FY25
DITTMER RECYCLING INC	50.00	FY25: City Hall, Legal, Fed Bldg - Shredding Servi
DITTMER RECYCLING INC	50.00	FY25: City Hall, Legal, Fed Bldg - Shredding Servi
DITTMER RECYCLING INC	50.00	FY25: City Hall, Legal, Fed Bldg - Shredding Servi
DREW COOK & SONS EXCAVATING CO INC	8,934.70	2024 ADA Sidewalk Curb Ramp Project Four
DUANE F ROLING	210.00	Basketball Referee
DUBUQUE AREA CONVENTION & VISITORS	404,318.00	FY25 Contracted Svcs-Travel Dbq
DUBUQUE COUNTY E911 BOARD	8,533.32	911 Access Fee: Oct- Dec 2024
DUBUQUE COUNTY RECORDER	22.00	Dubuque County Recorder-CDBG (Blanket PO)
DUBUQUE COUNTY SHERIFF	136.00	Sheriff Services for November 2024
DUBUQUE COUNTY SHERIFF	6,236.18	DDTF Oct2024 Shared Expenses
DUBUQUE COUNTY SHERIFF	1,300.12	Milestone - Records Viewing
DUBUQUE COUNTY SHERIFF	24,086.23	October2024 MonthlyExpenses
DUBUQUE COUNTY TREASURER	4,480.78	Pay off 980 Thomas Place Tax Sale Certificate
DUBUQUE COUNTY TREASURER	2,500,000.00	E911 Relocation - 28E Agreement
DUBUQUE DREAM CENTER	15,750.00	FY25 Contracted Svcs-Dream Ctr
DUBUQUE HOSE & HYDRAULICS	20.84	unit 2704 nipple
DUBUQUE HOSE & HYDRAULICS	74.03	unit 4116 brine supply
DUBUQUE HOSE & HYDRAULICS	63.09	unit 3405 air tank fitting repair
DUBUQUE HOSE & HYDRAULICS	28.30	3246 hole saw
DUBUQUE MULCH COMPANY	540.00	TOPSOIL FOR MOWER ROUTES
DUBUQUE SIGN COMPANY	328.00	Locust St Ramp Signage
DUBUQUE SIGN COMPANY	47.00	ALUMINUM SIGNS FOR PICKLEBALL COURTS
DUBUQUE VISITING NURSE ASSOCIATION	1,608.24	VNA LHH21 November 2024
DUBUQUE VISITING NURSE ASSOCIATION	43.22	VNA November 2024 Billing
EAST CENTRAL INTERGOVERN ASSOC	4,485.45	22200296
EAST CENTRAL INTERGOVERN ASSOC	5,085.00	ECIA PEI Membership 2025
EASTERN IOWA EXCAV & CONCRETE LLC	412,868.43	Iowa Amphitheater Schmitt Island Bid Pkg 1
EASTERN IOWA EXCAV & CONCRETE LLC	143,632.14	Keymont Drive Pavement Rehabilitation Project
EASTERN IOWA EXCAV & CONCRETE LLC	19,929.40	STREET REPAIR SERVICES DUE TO WATER MAIN BREAK
ELECTRONIC PRINT INC	916.50	Street Storage Stickers
ELM USA INC	823.49	consumables for disc cleaning machine
Eocene Environmental Group	14,063.54	EPA Brownfield
EUROFINS ENV TESTING NORTH CENTRAL	480.10	KCP - TTO Testing - 11/13/24
EUROFINS ENV TESTING NORTH CENTRAL	212.60	NPDES - 11/13/24
EUROFINS ENV TESTING NORTH CENTRAL	298.20	Key City Plating - 4th Qtr 2024 - 11/15/24
EUROFINS ENV TESTING NORTH CENTRAL	480.10	Klauer - TTO Testing - 11/13/24
EUROFINS ENV TESTING NORTH CENTRAL	770.00	DMASWA Envr. Testing Job J295497-1
EUROFINS ENV TESTING NORTH CENTRAL	169.80	DBQ Stamp - 4th Qtr 2024
EUROFINS ENV TESTING NORTH CENTRAL	149.80	Klauer - 4th Qtr 2024
EXPRESS EMPLOYMENT PROFESSIONALS	191.81	I169- Landfill Tour Guide
EXPRESS EMPLOYMENT PROFESSIONALS	256.96	C063- Admin Assist. Public Works Dept
FEDEX	66.34	SHIPPING FEE FOR SLUDGE, THHM AND LEAD SAMPLES
FEHR-GRAHAM & ASSOCIATES LLC	800.00	WELU PARK PLAYGROUND CONSULTATION/ENGAGEMENT
FERGUSON WATER WORKS SUPPLY #2516	996.32	2 T10 METER ECDR FOR STOCK
FERGUSON WATER WORKS SUPPLY #2516	3,087.19	1T10 METER ECDR USG FOR STOCK
FERGUSON WATER WORKS SUPPLY #2516	11,000.00	5/8" REGISTERS FOR STOCK
FOUNTAIN OF YOUTH PROGRAM	15,750.00	FY25 Contracted Svcs-FOY
FOUR MOUNDS FOUNDATION	1,600.00	3123 Pasadena #36 OAHMP Four Mounds
FOUR MOUNDS FOUNDATION	15,000.00	FY25 Contr Svcs-4Mounds/manage winter farmers mkt
Full Bohr Concrete	22,948.52	2024 Concrete in the Public ROW - Full Bohr
Garsite Progress LLC	574.77	Jet 2 truck parts

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
Gavin Sarvis	270.00	Basketball Referee
GE Software Inc	1,056.25	Fleet fuel tags/fobs
GE Software Inc	1,056.25	Fleet fuel tags/fobs red
GE Software Inc	1,648.25	Fleet fuel tags/fobs blue
GE Software Inc	1,648.25	Fleet fuel tags/fobs red
GRAINGER INC	143.47	Safety Glasses and Ear Plugs
GRAYMONT WESTERN LIME INC	5,184.00	FY2025 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,162.00	FY2025 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,186.00	FY2025 BLANKET PO - HIGH CALCIUM QUICKLIME
GREATER DUBUQUE DEVELOPMENT CORP	28,625.00	FY25 Contracted Svcs-GDDC/Campaign 2027
GREATER DUBUQUE DEVELOPMENT CORP	6,625.00	FY25 Contracted Svcs-GDDC/Campaign 2027
HACH CHEMICAL COMPANY	5,300.75	DR3900-Benchtop Spectrophotometer
HANLEY AUTO BODY INC	365.00	unit 2704 sand/paint two poles
HAWKINS INC	6,572.20	Sodium Hypochlorite - Bulk order
HDR ENGINEERING INC	1,514.45	FY2025 Annual Services
HDR ENGINEERING INC	2,328.63	FY2025 Annual Services
HDR ENGINEERING INC	8,333.50	Sanitary Sewer Asset Mgmt Plan
HDR ENGINEERING INC	13,346.25	Sanitary Sewer Asset Mgmt Plan
HDR ENGINEERING INC	10,472.50	Sanitary Sewer Asset Mgmt Plan
HDR ENGINEERING INC	13,026.08	FY2025 Annual Services
HDR ENGINEERING INC	26,053.11	E/W Corridor Capacity Improv-University Overlap
HENDERSON PRODUCTS INC	56.30	unit 3222 kit latch assy
HILLS & DALES CHILD DEVELOPMENT	2,500.00	Equitable Comm Grant 2
HOLY FAMILY CATHOLIC SCHOOLS	50.00	SE24-133 DEPOSIT REFUND
HOTEL JULIEN DUBUQUE	1,327.47	Congressional Staff Visit - Hotel Stay August 2024
ID WHOLESALER	303.98	Security access badge supplies
IMON COMMUNICATIONS LLC	24,981.44	Partnership Gap Builds-Lake Eleanor Rd
IMON COMMUNICATIONS LLC	8,775.00	Partnership Gap Builds-Military Rd
IMON COMMUNICATIONS LLC	18,014.35	Partnership Gap Builds-W 8th St
IMON COMMUNICATIONS LLC	34,007.50	Partnership Gap Builds-Rhomberg
IMON COMMUNICATIONS LLC	6,668.46	Partnership Gap Builds-Penn & Sylvan
IMON COMMUNICATIONS LLC	5,602.46	Partnership Gap Builds-7900 Chavenelle
IMON COMMUNICATIONS LLC	1,658.50	Partnership Gap Builds-Penn & Bristol
IMWCA	87,180.00	FY25 Work Comp Premium - Installment 6 of 7
IMWCA	19,163.18	TPA 411 Payment - October 2024
IMWCA	22,962.28	TPA Payment October 2024
INFOSEND INC	13,783.74	November Charges
INGRAM LIBRARY SERVICES INC.	705.53	Library books for adult collection for patrons
INGRAM LIBRARY SERVICES INC.	287.46	Children's books for collection for patrons
INGRAM LIBRARY SERVICES INC.	387.30	Teen Young Adult Print Materials for collection
INTELIUS SCREENING SOLUTIONS LLC	176.32	FY25 Background Checks - November 2024
IOWA BASE INC	1,360.00	2 Foundations w/ 13.5 inc BC
IOWA DEPARTMENT OF PUBLIC SAFETY	3,672.00	FY25 Iowa Dept of Public Safety
IOWA DEPARTMENT OF PUBLIC SAFETY	50.00	Certification Fee
IOWA DEPARTMENT OF PUBLIC SAFETY	50.00	Certification Fees
IOWA DEPARTMENT OF PUBLIC SAFETY	50.00	Certification Fees
IOWA DEPARTMENT OF PUBLIC SAFETY	300.00	Certification Fees
IOWA DEPT OF NATURAL RESOURCES	98,168.40	Quarterly Solid Waste Tax Remittance- FY25 Q1
IOWA ONE CALL	910.00	FY25: Iowa One Call - Utility Locates
IOWA PUBLIC AIRPORT ASSOCIATION	500.00	2025 Annual membership dues thru 12-31-2025
IPS Grou Inc	41.64	Locust Ramp Kiosk CC Transaction and Gateway Fees
J & R SUPPLY COMPANY	30,000.00	CORRELATOR TO DETECT WATER MAIN BREAKS
J & R SUPPLY COMPANY	1,280.00	Utility Marking Flags
J & R SUPPLY COMPANY	1,071.03	Sodium Hypochlorite Pump - Bld #45
J & R SUPPLY COMPANY	7,400.00	Storm Sewer Replacements - Keyway Repair
J & R SUPPLY COMPANY	1,800.00	Storm Sewer Replacements - Keyway Repair
JAMES J GRAVES	165.00	Remove Decals & Design/Lettering 1801
JANICE F BELL	42.00	PATCHES FOR PARKING UNIFORMS
JASON M SCHUELLER	6,531.25	ST6-Seal & Paint Basement Floor
JASON M SCHUELLER	3,990.00	ST6-Seal & Paint Apparatus Floor
Jean Noel	140.00	Reimbursement for Per Diem for IPTA Conference

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
Jodi Johnson	85.00	TRAVEL REIMBURSEMENT PER DIEM
JOHN A LIPHARDT	30.00	Laundry Services for MFC
Jordan Stackis Construction	13,980.00	4174 Peru HH Stackis
Jordan Stackis Construction	5,000.00	4174 Peru OAMP Stackis Construction
Kara Maxwell	140.00	Reimbursement for Per Diem for IPTA Conference
Karl Chevrolet Inc	14,124.48	Emergency Upfitting Packages for Two Staff Vehicle
Karl Chevrolet Inc	14,124.48	Emergency Upfitting Packages for Two Staff Vehicle
KEN SAIKI DESIGN INC	28,504.75	COMISKEY PARK -PHASE 2
KENNETH J WELTER	90.00	Basketball Referee
Kluesner Sanitation LLC	60.00	Scrap steel from DMASWA to Alter 11/11/24
Kluesner Sanitation LLC	120.00	Scrap steel from DMASWA to Alter 11/22 and 11/27/2
Kluesner Sanitation LLC	60.00	Scrap steel from DMASWA to Alter 12/05/24
KRISTEN K DIETZ	1,019.37	Tuition Reimbursement for Fall semester 2024
Kwik Trip Inc	37,172.03	Fuel Charges- Nov 2024
LAMAR TEXAS LIMITED PARTNERSHIP	3,150.00	Denver Air Conn Marketing - New service ORD-DBQ
Lerdahl Business Interiors, Inc.	8,484.11	Office furniture PPC room
LIBRARY IDEAS LLC	219.80	Vox Digital Readers for library collection youth
LIBRARY IDEAS LLC	400.04	Vox Digital Readers for library collection youth
MARK E LORENZEN	136.00	Per Diem low Crisis Negotiators
Martelle Water Treatment, Inc.	2,341.00	NEW RADAR SCALE FOR CHLORINE DAY TANK AT WTP
MARTIN EQUIPMENT OF IL INC	297.32	unit 4034 wiring harness
MARTIN EQUIPMENT OF IL INC	1,036.07	unit 3255 cutting edge, bolt, filter
MARTIN EQUIPMENT OF IL INC	598.97	unit 3476 coupler valve service
Mary Angelene Metcalf	64.11	Mileage Reimbursement
Master Builders of Iowa	545.00	Master Builders of IA - Annual Memebership Fee
Matrix Consulting Group, LTD	7,033.00	Fleet Maintenance Operations Assessment
Matthew Dressler	920.00	4235 Peru HH Dressler 2
Maussco, LLC	4,575.00	874 S Grandview OAHMP Maussco 2
MAX SMITH CONSTRUCTION	14,346.65	2024 Concrete in the Public ROW - Max Smith
MAX SMITH CONSTRUCTION	8,442.30	2024 Concrete in the Public ROW - Max Smith
MAX SMITH CONSTRUCTION	9,380.42	2024 Concrete in the Public ROW - Max Smith
MAX SMITH CONSTRUCTION	10,691.47	2024 Concrete in the Public ROW - Max Smith
MAX SMITH CONSTRUCTION	10,870.32	2024 Concrete in the Public ROW - Max Smith
MAX SMITH CONSTRUCTION	3,759.26	2024 Concrete in the Public ROW - Max Smith
MAX SMITH CONSTRUCTION	9,104.00	W 3rd & Glen Oak - ADA Ramp Replacement
MCCULLOUGH CREATIVE	150.00	JULE BUS WEB PAGE
MCDERMOTT EXCAVATING	4,800.00	Knockdown - anchor bolts & moved foundation
MCDERMOTT EXCAVATING	33,790.82	Kauffman Fiber Project-Piggyback on Water Dept Pro
MCGRATH AUTOMOTIVE GROUP INC	195.13	unit 2614 control
MEDIACOM	363.80	FY25 INTERNET FOR POD MARINA
MEDICAL ASSOCIATES	630.00	Pre-employ Phy, DS, vaccines, & Respirator exams
MICHAEL C VAN MILLIGEN	5.42	12/4 Luncheon Mtg with Maquoketa CM Josh Boldt
MIDWEST CONCRETE INC	4,851.17	2024 ADA Sidewalk Curb Ramp Project One
MIDWEST CONCRETE INC	3,198.81	2024 Airport ADA Ramp Replacement Project
MIDWEST CONCRETE INC	7,817.40	2024 ADA Sidewalk Curb Ramp Project Two
MIDWEST IRRIGATION LLC	189.86	Golf Course Maintenance
MIDWEST TAPE LLC	456.54	DVD, BluRay and CD Audio for adult collection
MIDWEST TAPE LLC	358.33	DVD, BluRay and CD Audio for adult collection
MIDWEST TAPE LLC	160.44	DVD, BluRay and CD Audio for adult collection
MIDWEST TRADING HORTICULTURAL SUPPL	4,498.34	POTTING SOIL FOR GREENHOUSE
MIKE FINNIN FORD LLC	33.38	1826 arm assy wiper
MIKE FINNIN FORD LLC	23.69	unit 110015 bracket
MIKE FINNIN FORD LLC	889.08	unit 2616 recall and fuel service
MILLER COMPANIES LLC	12,434.60	TIF Fall Nov 2024/FY25
MILLWORK HOTEL ASSOCIATES LLC	750.15	950 Davis LHH21 Relocation 1
MILLWORK HOTEL ASSOCIATES LLC	450.09	735 Alpine LHH21 Relocation 1
MIRACLE CAR WASH CORP	97.58	FY25 Miracle Car Wash Corp
Mississippi Valley Pump	824.11	unit 2708 gasket, plug, flap
MOBOTREX INC	912.00	Program Card for MMU
MOHN SURVEYING INC	2,300.00	Riverfront Bathometric Survey
MOLO OIL COMPANY	689.65	FUEL FOR CITY VEHICLES 10/22/24-11/14/24

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
MOLO OIL COMPANY	16,790.90	FUEL FOR CITY VEHICLES 10/20-11/19/24
MOLO OIL COMPANY	8,082.65	FUEL FOR CITY VEHICLES 10/20/24-11/19/24
MULGREW OIL COMPANY	2,627.19	LF #2 PRM DYED WNTR DSL ULS15PPM 12/03/24
Murphy Security Solutions	1,100.00	Yearly renewal for security gate software
NATHAN A LECH	51.00	Per Diem Sniper Course
National Organization of Black Law Enforcement Ex	175.00	NOBLE Memberships
National Organization of Black Law Enforcement Ex	125.00	NOBLE Memberships
National Organization of Black Law Enforcement Ex	125.00	NOBLE Memberships
Nelson-Rudie & Associates	27,719.00	ImOn Ice Arena Dehumidification HVAC design
NEWT MARINE SERVICE	6,896.05	Dredging at Ice Harbor 06/19/24
NEWT MARINE SERVICE	1,500.00	Remove Debris from Tunnels near Hawthorn
NEWT MARINE SERVICE	108,432.25	2024 Maintenance Dredging Project 1
NICHOLAS A SOPPE	51.00	Per Diem Sniper Course
NICHOLS CONTROLS & SUPPLY	703.78	Spare burner display for MAU's plant wide
NICHOLS CONTROLS & SUPPLY	234.95	Control Boards for CUH=80-02 & CUH-80-04
NICHOLS CONTROLS & SUPPLY	578.55	Pilot gas valve for MAU-20-01
NICHOLS CONTROLS & SUPPLY	511.30	Replacement motor for CUH-80-02
Ogden Turf & Grading	9,027.80	WORK ON CLARKE SOFTBALL FIELD
OPENING SPECIALISTS INC	1,843.20	Emergency work on main entrance
OPENING SPECIALISTS INC	11.00	Master Keys to Headquarters
O'REILLY AUTOMOTIVE INC	557.94	unit 4908 semi-met pads and rotors
O'REILLY AUTOMOTIVE INC	18.99	unit 3404 socket
O'REILLY AUTOMOTIVE INC	63.98	unit 2614 fan assembly
ORIGIN DESIGN CO	4,285.00	2023 Bridge Inspection Load Ratings
ORIGIN DESIGN CO	8,500.00	Kerper Lift Station Consulting Engineering
ORIGIN DESIGN CO	6,062.25	Professional Services- Lead Svc Line Repl. Proj.
ORIGIN DESIGN CO	8,673.79	Twin Ridge Sanitary Sewer Ext & Lagoon Aband. Proj
ORIGIN DESIGN CO	3,172.75	PROF.SVCS CITY WIDE DIST SYS, STOR.PMPNG
O'TOOLE OFFICE SUPPLY COMPANY	14.90	Name tag & Accountability Tags -Markin
O'TOOLE OFFICE SUPPLY COMPANY	6.90	Accountability Tags for J. Billmyer
OVERHEAD DOOR COMPANY	2,723.00	HDQ-Overhead Door Maintenance at Headquarters
OVERHEAD DOOR COMPANY	216.00	SRE garage door repair parts
PASSPORT LABS INC	1,382.00	Passport Parking Meter App FY25
Patrick Quarnstrom	90.00	Basketball Referee
PETDATA	3,549.20	Pet Data Fees 2025
PHELPS THE UNIFORM SPECIALISTS	47.63	Uniform cleaning for mechanic; shop towels cleanin
PLANET TECHNOLOGIES INC	99.44	PowerAutomate for Data Analyst
PLANET TECHNOLOGIES INC	65.76	Power BI License - Data Analyst
PLANET TECHNOLOGIES INC	331.08	O365 SLG Subscription: M365 G5 GCC Sub Per User (A
P-MOJO ENTERPRISES LLC	77.23	UB 06883 1373 IOWA
PRECISE MRM LLC	360.00	FY25: Automatic Vehicle Locator Software
PRECISE MRM LLC	360.00	FY25: Automatic Vehicle Locator Software
QUAD OPTICAL SERVICES LLC	5,605.20	Fiber Optic Cable-Grandview-Hwy 20 to Hwy 151
QUAD OPTICAL SERVICES LLC	16,320.70	Duct & Cable Placement - Jackson Park to Grandview
QUAD OPTICAL SERVICES LLC	3,948.80	Duct & Cable Placement - 7900 Chavenelle
R W BORLEY ADVERTISING INC	151.04	Calendars
RACOM CORPORATION	70,589.93	POD Ramp Camera Repair and Replacement
RACOM CORPORATION	45.00	Antenna XL- NC8F
RACOM CORPORATION	130.00	Install new mic for camera system in 528
RADIO DUBUQUE INC	1,250.00	Denver Air Conn Marketing - New service ORD-DBQ
RADIO DUBUQUE INC	105.00	Denver Air Conn Marketing - New service ORD-DBQ
RADIO DUBUQUE INC	540.00	Denver Air Conn Marketing - New service ORD-DBQ
RADIO DUBUQUE INC	396.00	Denver Air Conn Marketing - New service ORD-DBQ
RILCO, Inc	6,677.25	Garage bulk fluids 112124
RILCO, Inc	290.50	Def Bulk
RILCO, Inc	55.00	Disposal of used oil
RIVER CITY STONE	569.36	Schmitt Island/Dog Track Dirt Haul
RIVER CITY STONE	111.76	Schmitt Island/Dog Track Dirt Haul
RIVER CITY STONE	316.43	Thompson Storm Sewer Backfilling
RIVER CITY STONE	537.76	JUL-DEC Various Stone
RIVER CITY STONE	522.24	JUL-DEC Various Stone

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
RIVER CITY STONE	854.72	JUL-DEC Various Stone
RIVER CITY STONE	909.15	JUL-DEC Various Stone
RIVER CITY STONE	2,234.38	JUL-DEC Various Stone
RIVER CITY STONE	215.46	JUL-DEC Various Stone
RIVER CITY STONE	108.02	JUL-DEC Various Stone
RIVER CITY STONE	412.60	JUL-DEC Various Stone
RIVER CITY STONE	4,784.78	JUL-DEC Various Stone
RIVER CITY STONE	2,106.39	JUL-DEC Various Stone
RIVER CITY STONE	113.23	FY25 BLANKET PO-ROCK/STONE FILL FOR WATER MAIN REP
ROBERT G WRIGHT JR	8,800.00	815 Harlan HH Wright
ROCHESTER ARMORED CAR CO INC	415.01	DMASWA Armored Car Service
ROUSSELOT INC	5,871.72	FY2025 Franchise Fees
ROUSSELOT INC	730.63	FY2025 Franchise Fees
Russ Stecklein	85.00	TRAVEL REIMBURSEMENT PER DIEM
SADLER POWER TRAIN INC	318.24	STOCK SHELL SONTAX GREASE TUBES
SADLER POWER TRAIN INC	288.93	unit 3411 trl spring reyco
SADLER POWER TRAIN INC	114.76	unit 3411 ubolt assembly
SADLER POWER TRAIN INC	288.93	unit 3411 trailer spring
SCOTT A COULSON	350.00	FENCE REPAIRS AT VETS
Sewer AI Corporation	12,000.00	Pioneer Service Renewal - Sewer AI
SHEETS DESIGN BUILD LLC	91,761.00	City IT Dept Renovation - Chavenelle Rd
SHEETS DESIGN BUILD LLC	58,681.00	City IT Dept Renovation - Chavenelle Rd
SHERRILL INC	126.83	MISC SUPPLIES FOR TREE CREW
SHERRILL INC	202.97	MISC SUPPLIES FOR TREE CREW
SOFTCHOICE CORPORATION	8,981.28	Annual Adobe Acrobat Pro for Teams License Renewal
Southwest Wisconsin Technical College	600.00	Facility for Driver - Taser Training
STANARD AND ASSOCIATES INC	191.00	firefighter testing materials
STEARNS, CONRAD, SCHMIDT CONSUL ENG	6,510.00	Landfill Disaster Debris Management Plan June 2023
STEARNS, CONRAD, SCHMIDT CONSUL ENG	617.50	Landfill Fire Mitigation Plan Update 01JUL-31JUL24
STEARNS, CONRAD, SCHMIDT CONSUL ENG	1,162.50	Landfill Disaster Debris Management Plan June 2023
STEELE AUTO LLC	251.04	Machine Equipment Maintenance
Stone Cliff Winery	300.00	special event deposit refund - weddings
STOP STICK LTD	1,014.00	Stop Sticks
STRAND ASSOCIATES INC	3,926.39	WELL NO. 11 SOURCE WATER
STRAND ASSOCIATES INC	1,518.59	WRRC Drying Pad & Cost to Treat Analysis
STRAND ASSOCIATES INC	1,033.16	WRRC Roadmap-Single Shift Operations/SCADA Review
STRAND ASSOCIATES INC	1,300.00	WTP & Water Dist.Sys SCADA Upgrade
SUSTAINABLE STRATEGIES DC	6,750.00	Strategic Funding Services - Grant Writing
TAYLOR MADE GOLF	168.00	PRO SHOP ITEMS
TEAGUE, AMANDA M	873.30	UB 18588 2549 WILBRICHT
THE FISCHER COMPANIES	80.00	parking fees/IH/RC030954
THE FISCHER COMPANIES	120.00	FY25 Parking Murphy Link Althoff
THE FISCHER COMPANIES	40.00	Parking Spot for Animal Control Officer
THE FISCHER COMPANIES	40.00	Parking Spot-Media Services
THE LOCKSMITH EXPRESS	20.00	Locksmith/Key Services
THE LOCKSMITH EXPRESS	15.00	Locksmith/Key Services
THE LOCKSMITH EXPRESS	8.00	Locksmith/Key Services
THE LOCKSMITH EXPRESS	115.00	Locksmith/Key Services
THE LOCKSMITH EXPRESS	35.00	KEY HOLDER REPLACEMENT-FLECKENSTEIN
THE LOCKSMITH EXPRESS	29.00	Keys for T-hangar #63 and Hangar #105
THE POINT NEIGHBORHOOD ASSOCIATION	544.05	PNA Christmas Social FY25
THE POINT NEIGHBORHOOD ASSOCIATION	205.95	PNA Christmas Social FY25
THEISENS INC	93.74	Uniform boots for Ty Kiernan
THOMAS J KIEFER	270.00	Basketball Referee
THOMAS J WARNER	51.00	Per Diem Sniper Course
THOMPSON TIRE & RETREAD	162.00	UNIT 3403 WHEEL SERVICE
THOMPSON TIRE & RETREAD	1,311.04	unit 4908 tires
THOMPSON TIRE & RETREAD	57.00	unit 2618 valve caps and stems
THOMPSON TIRE & RETREAD	98.00	Tire replacement mounting for gator tires
THOMPSON TRUCK & TRAILER INC	1,058.99	unit 3451 service
THOMPSON TRUCK & TRAILER INC	893.57	unit 3404 pedestal seat

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
THOMPSON TRUCK & TRAILER INC	2,363.91	unit 2682 egr cooler
THOMPSON TRUCK & TRAILER INC	649.31	stock contols and flaps
THREE RIVERS FS INC	2,193.96	LF BIO 2% Dyed Diesel Fuel/ Heating Oil
THREE RIVERS FS INC	226.84	30 LB SPECTRA LUBE RED GREASE #2 TUBE
THREE RIVERS FS INC	312.48	Diesel exhaust fluid bulk LF 12/06/24
THREE RIVERS FS INC	65.48	Propane Tank for Fork Truck
THURN SEEDING	5,820.00	Chavenelle Rd: Dirt, Seed, Fertilizer, & Straw Mat
THURN SEEDING	2,500.00	Dirt, Seed, & Matting
TIMOTHY L SPECHT	2,500.00	1770 Garfield OAHMP Specht
TIMOTHY L SPECHT	13,900.00	950 Wilson LHH21 Construction Pay
TM Inc	270.00	Mail Courier Service
TRAPEZE SOFTWARE GROUP INC	31,965.00	Fixed Route Software - Trapeze/Tripspark FY25
TREASURER STATE OF IOWA ILEA	150.00	MMPI Evaluation New Officer
TRI CITY ELECTRIC COMPANY OF IA	7,769.63	Station 4 Flex Microsoft Teams Room w/Camera
Tucktara LLC	72,500.00	2527 Washington St - Construction
TURPIN DODGE OF DUBUQUE LLC	62.09	Unit 1915 Hose- Radihold
TURPIN DODGE OF DUBUQUE LLC	3,503.75	unit 1914 exhaust
TURPIN DODGE OF DUBUQUE LLC	56.02	Unit 3419 Detector- 24D
Unified Therapy Services	425.00	721 Hill OAHMP Unified Therapy
Unified Therapy Services	425.00	787 Valentine OAHMP Unified Therapy
UNISON SOLUTIONS INC	275.00	Monthly Analysis of H2S for Air Permit compliance
UNIVERSITY OF DUBUQUE	418.69	FY2025 Franchise Fees
UNIVERSITY OF DUBUQUE	5,281.20	FY2025 Franchise Fees
Valentine Construction Co LLC	1,488.78	Bunker Hill Golf Course Sinkhole Remediation Proje
Valentine Construction Co LLC	21,993.72	2024 ADA Sidewalk Curb Ramp Project Three
VAN METER INDUSTRIAL INC	11,520.00	Integrated Svc Agreement-Electronic Controls
VAN METER INDUSTRIAL INC	982.37	Spare PLC for Lift Stations
VAN-WALL EQUIPMENT CO	79.58	Machine Equipment Maintenance
Vestis Group Inc (f/k/a Aramark)	105.14	Linen, table cloths, cleaning cloths
VRBAN FIRE PROTECTION INC	554.00	Port Ramp Service Call
WATER SOLUTIONS UNLIMITED INC	11,806.40	FY2025 BLANKET PO - PHOSPHATE FOR WATER TREATMENT
WELU PRINTING COMPANY	120.02	FY25 Business Cards
WESTPHAL & COMPANY, INC	7,448.00	MUNICIPAL SERVICES EV CHARGERS
WESTPHAL & COMPANY, INC	96.50	Building electrical Services
WEX HEALTH INC	997.51	FY25 COBRA, Commuter, FSA Admin - Nov 2024
ZEPHYR ALUMINUM PRODUCTS	711.00	POD Ramp Service
	<u>\$ 6,193,316.27</u>	

EXCEPTIONS TO COUNCIL APPROVAL

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1011950	12/11/2024	563 DESIGN PLLC	\$ 25,055.00	MFC Design Professional Service Agreement
1011950	12/11/2024	563 DESIGN PLLC	3,500.00	MFC Design Professional Service Agreement
1011960	12/11/2024	ADB SAFEGATE AMERICAS, LLC	19,403.07	Airfield lighting regulator replacement
1011975	12/11/2024	Advanced Precast Company, Inc.	3,048.00	Concrete and Trucking
1011975	12/11/2024	Advanced Precast Company, Inc.	956.40	Concrete and Trucking
1011885	12/4/2024	ADVANTAGE SHEET METAL INC	260.10	3rd St Water Tower - Prev. Maintenance
1011885	12/4/2024	ADVANTAGE SHEET METAL INC	317.50	City Hall - 3rd Fl - Install New Sensor in Boiler
1011885	12/4/2024	ADVANTAGE SHEET METAL INC	360.00	Fed Bldg - Drained Cooling Tower
1011958	12/11/2024	AFFORDABLE HOUSING NETWORK INC	60,000.00	290 Bryant Street - Contractor work-AHNI, Inc.
1011944	12/11/2024	AIRGAS USA LLC	14.88	Landfill Cylinder Rental OCT 2024
515858	12/11/2024	ALL SEASONS HEATING & COOLING	9,690.00	Replace 24 new bryan steam boiler steam tubes in b
515859	12/11/2024	ALLIANT ENERGY	144.59	Energy Costs for Various Locations
515859	12/11/2024	ALLIANT ENERGY	26.87	Energy Costs for Various Locations
515859	12/11/2024	ALLIANT ENERGY	146.48	Energy Costs for Various Locations
515859	12/11/2024	ALLIANT ENERGY	28.13	Energy Costs for Various Locations
515859	12/11/2024	ALLIANT ENERGY	28.29	Energy Costs for Various Locations
515859	12/11/2024	ALLIANT ENERGY	51.17	Energy Costs for Various Locations
515859	12/11/2024	ALLIANT ENERGY	81.57	Energy Costs for Various Locations
515859	12/11/2024	ALLIANT ENERGY	92.96	ELECTRIC BILLS FOR FY25
515859	12/11/2024	ALLIANT ENERGY	824.96	ELECTRIC BILLS FOR FY25
515859	12/11/2024	ALLIANT ENERGY	2,703.28	ELECTRIC BILLS FOR FY25
515859	12/11/2024	ALLIANT ENERGY	3,280.29	ELECTRIC BILLS FOR FY25
515859	12/11/2024	ALLIANT ENERGY	256.09	ELECTRIC BILLS FOR FY25
515859	12/11/2024	ALLIANT ENERGY	1,419.60	Energy Costs for Various Locations
515859	12/11/2024	ALLIANT ENERGY	1,524.37	Energy Costs for Various Locations
515859	12/11/2024	ALLIANT ENERGY	116.21	Energy Costs for Various Locations
515859	12/11/2024	ALLIANT ENERGY	66.51	Energy Costs for Various Locations
515859	12/11/2024	ALLIANT ENERGY	26.58	Energy Costs for Various Locations
515859	12/11/2024	ALLIANT ENERGY	161.65	Energy Costs for Various Locations
515859	12/11/2024	ALLIANT ENERGY	4,910.20	Energy Costs for Various Locations
515859	12/11/2024	ALLIANT ENERGY	5,796.52	Electrical Service for building
515859	12/11/2024	ALLIANT ENERGY	117.23	Alliant 6477860931 12th Elm Lot FY25
515859	12/11/2024	ALLIANT ENERGY	3,984.79	0557811000 PORT RAMP FY25
515859	12/11/2024	ALLIANT ENERGY	467.12	0557811000 PORT RAMP FY25
515859	12/11/2024	ALLIANT ENERGY	14,154.04	WRRR Lift Stations - Electricity Expense FY25
515859	12/11/2024	ALLIANT ENERGY	61.93	ELECTRIC BILLS FOR FY25
515860	12/11/2024	AMERICAN PUBLIC WORKS ASSOC	12,850.00	APWA Accreditation Fee
1011943	12/11/2024	ANDERSON SAINCI	150.50	The Well Conference Per Diem
515886	12/11/2024	AUTOMOTIVE ENTERPRISES (AIH)	280.36	FY2025 Franchise Fees
1011902	12/11/2024	AV FUEL	20,159.78	Aviation fuel for resale
1011902	12/11/2024	AV FUEL	944.03	Filters for testing aviation fuel
1011902	12/11/2024	AV FUEL	20,461.89	Aviation fuel for resale
1011903	12/11/2024	BAKER & TAYLOR CO BOOKS	290.84	Library materials for the adult collection
1011914	12/11/2024	BARRY A LINDAHL	369.34	Lindahl - October IPIB
1011914	12/11/2024	BARRY A LINDAHL	369.34	Lindahl - September IPIB
1011917	12/11/2024	BILL MILLER LOGGING INC	182.00	Mulch for MSC (coffee)
1011901	12/11/2024	BLACK HILLS/IOWA GAS UTILITY CO	108.07	NATURAL GAS FOR FY25
1011901	12/11/2024	BLACK HILLS/IOWA GAS UTILITY CO	74.92	NATURAL GAS FOR FY25
1011901	12/11/2024	BLACK HILLS/IOWA GAS UTILITY CO	48.92	NATURAL GAS FOR FY25
1011901	12/11/2024	BLACK HILLS/IOWA GAS UTILITY CO	37.86	NATURAL GAS FOR FY25
1011901	12/11/2024	BLACK HILLS/IOWA GAS UTILITY CO	35.26	NATURAL GAS FOR FY25
1011901	12/11/2024	BLACK HILLS/IOWA GAS UTILITY CO	20.80	NATURAL GAS FOR FY25
1011901	12/11/2024	BLACK HILLS/IOWA GAS UTILITY CO	39.09	FY2025 BLANKET PO - GAS COSTS
1011904	12/11/2024	BLACKSTONE AUDIO BOOKS	82.39	Adult CD Audio Books 7/1/24 to 6/30/25
1011904	12/11/2024	BLACKSTONE AUDIO BOOKS	34.44	Adult CD Audio Books 7/1/24 to 6/30/25
1011954	12/11/2024	BLACKSTONE ENVIRONMENTAL INC	4,652.50	NPDES COMPLIANCE PLAN - SALT TERMINAL
1011969	12/11/2024	BluePath Finance FC IV LLC	515.28	UTILITY EXPENSE - ELECTRICITY
1011945	12/11/2024	BRIAN S FELDOTT	60.97	Mileage Reimbursement
1011900	12/4/2024	CAPITAL SANITARY	315.14	ST6-Janitorial Supplies
1011912	12/11/2024	CENGAGE LEARNING INC	32.79	Adult large print books - materials
1011912	12/11/2024	CENGAGE LEARNING INC	22.39	Adult large print books - materials
1011912	12/11/2024	CENGAGE LEARNING INC	198.33	Adult large print books - materials
1011912	12/11/2024	CENGAGE LEARNING INC	22.39	Adult large print books - materials
1011912	12/11/2024	CENGAGE LEARNING INC	121.56	Adult large print books - materials
515881	12/11/2024	CENTER POINT INC	246.30	large print books for adult collection
1011946	12/11/2024	CHAMBER DEVELOPMENT LLC	2,223.58	FY25 Rent for 300 Main, Suite 330
1011964	12/11/2024	CHARLES A SINGLETON	90.00	Basketball Referee
1011934	12/11/2024	CHARLES R GAU	17.29	OCTOBER 2024 MILEAGE FOR CHARLIE GAU
1011951	12/11/2024	CHRISTOPHER M KENNEDY	144.00	CUES Technical School
1011905	12/11/2024	CINTAS CORP	247.98	Various Maintenance - FY25
1011905	12/11/2024	CINTAS CORP	730.54	Various Maintenance - FY25
1011905	12/11/2024	CINTAS CORP	730.54	Various Maintenance - FY25
1011905	12/11/2024	CINTAS CORP	730.54	Various Maintenance - FY25
1011905	12/11/2024	CINTAS CORP	395.86	Various Maintenance - FY25
1011905	12/11/2024	CINTAS CORP	730.54	Various Maintenance - FY25
1011905	12/11/2024	CINTAS CORP	799.07	Various Maintenance - FY25
1011905	12/11/2024	CINTAS CORP	52.24	Various Maintenance - FY25
1011905	12/11/2024	CINTAS CORP	17.22	Various Maintenance - FY25
1011905	12/11/2024	CINTAS CORP	35.00	Janitorial Supplies- BHGC
515861	12/11/2024	CINTAS FIRST AID & SAFETY	226.78	FY2025 First Aid Supplies

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515861	12/11/2024	CINTAS FIRST AID & SAFETY	29.94	FY2025 First Aid Supplies
1011967	12/11/2024	City of Dubuque	128,854.00	SUBSITY OCT-DEC 2024
1011886	12/4/2024	CLAREY'S SAFETY EQUIPMENT INC	2,273.92	CO Monitors for EMS Bags & Cal Gas
1011886	12/4/2024	CLAREY'S SAFETY EQUIPMENT INC	276.01	CO Monitors for EMS Bags & Cal Gas
515862	12/11/2024	CLEMENT COMMUNICATIONS, INC	842.00	Safe Attitude Poster Program
1011982	12/11/2024	COMELEC INTERNET SERVICES	60.00	INTERNET FOR CAMPGROUNDS
1011887	12/4/2024	COMELEC SERVICES INC	120.00	KDUB Tower Fees - 8 Units
1011895	12/4/2024	COMMAND SECURITY SOLUTIONS	155.77	ALARM MONITORING- BUNKER HILL
1011979	12/11/2024	COMMAND SECURITY SOLUTIONS	27.00	ALARM MONITORING FY25
1011979	12/11/2024	COMMAND SECURITY SOLUTIONS	29.99	ALARM MONITORING FY25
1011979	12/11/2024	COMMAND SECURITY SOLUTIONS	27.00	ALARM MONITORING FY25
1011906	12/11/2024	COMMUNICATIONS ENGINEERING CO	2,201.00	Extron display panel repair
1011906	12/11/2024	COMMUNICATIONS ENGINEERING CO	180.00	Firewall Firmware upgrade
515891	12/11/2024	Compass Minerals America Inc.	108,048.60	Road Salt De-Icer Winter 2024-2025
515891	12/11/2024	Compass Minerals America Inc.	107,173.44	Road Salt De-Icer Winter 2024-2025
1011907	12/11/2024	CONLON CONSTRUCTION CO	224,094.95	Refund for Service Line size change by Water Dept.
1011939	12/11/2024	CONSTELLATION NEW ENERGY GAS DIV	11,787.28	Natural Gas - FY25 - Constellation
1011888	12/4/2024	CONTINENTAL RESEARCH CORP	358.36	Surge Lift Station Grease Treatment
1011888	12/4/2024	CONTINENTAL RESEARCH CORP	342.14	Surge Lift Station Grease Treatment
1011935	12/11/2024	CORI L BURBACH	474.76	1/16/25 CB ICMA Conference_Tampa FL
1011889	12/4/2024	CRESCENT ELECTRIC	464.58	Five Flags Ramp LED
1011956	12/11/2024	Danielle Stowell	990.00	1667 Jackson St.-Wicked River Event Pro.-Blanket P
1011956	12/11/2024	Danielle Stowell	7,850.00	1667 Jackson St.-Wicked River Event Pro.-Blanket P
1011929	12/11/2024	DATA AXLE	692.00	2024 City Directories
1011923	12/11/2024	DEBRA A SEARLES	28.54	NOVEMBER 2024 MILEAGE FOR DEB SEARLES
1011908	12/11/2024	DEMCO INC	1,500.00	Demco Magboxes for library periodicals
515888	12/11/2024	DIETZ ENTERPRISES LLC	3,814.00	2315 Graham Circle HH Dietz
1011930	12/11/2024	DITTMER RECYCLING INC	1,074.78	REFUSE FOR NOVEMBER 2024
1011930	12/11/2024	DITTMER RECYCLING INC	248.14	Weekly refuse and recycling pickup
1011941	12/11/2024	DUANE J RICHTER	425.42	Travel Reimb - Axis Immerse Workshop - Boston MA
515896	12/11/2024	DUBUQUE AREA CONVENTION & VISITORS BUREAU	50.00	SPECIAL EVENT REFUND SE24-107
515863	12/11/2024	DUBUQUE COMMUNITY SCHOOL DIST	129.92	School Bus Rental
515863	12/11/2024	DUBUQUE COMMUNITY SCHOOL DIST	29.63	FY2025 Franchise Fees
515863	12/11/2024	DUBUQUE COMMUNITY SCHOOL DIST	300.11	FY2025 Franchise Fees
515863	12/11/2024	DUBUQUE COMMUNITY SCHOOL DIST	51.40	FY2025 Franchise Fees
515863	12/11/2024	DUBUQUE COMMUNITY SCHOOL DIST	655.65	FY2025 Franchise Fees
515863	12/11/2024	DUBUQUE COMMUNITY SCHOOL DIST	4,200.57	FY2025 Franchise Fees
515863	12/11/2024	DUBUQUE COMMUNITY SCHOOL DIST	2,358.11	FY2025 Franchise Fees
515863	12/11/2024	DUBUQUE COMMUNITY SCHOOL DIST	827.30	FY2025 Franchise Fees
515864	12/11/2024	DUBUQUE COUNTY RECORDER	50.00	Dubuque County Recorder-CDBG (Blanket PO)
1011890	12/4/2024	DUBUQUE FIRE EQUIPMENT INC	228.50	MFC-Kitchen Hood Service & Inspection
1011890	12/4/2024	DUBUQUE FIRE EQUIPMENT INC	252.00	FIRE SUPPRESSION SYSTEM INSPECTION
1011890	12/4/2024	DUBUQUE FIRE EQUIPMENT INC	95.68	CLEAN AND INSPECT EXHAUST DUCTS- BHGC
1011909	12/11/2024	DUBUQUE HOSE & HYDRAULICS	6.14	unit 3241 fasteners
1011909	12/11/2024	DUBUQUE HOSE & HYDRAULICS	89.22	unit 3411 bolts, washers, nuts
1011909	12/11/2024	DUBUQUE HOSE & HYDRAULICS	90.18	unit 3410 hose, swivels, sockets
1011909	12/11/2024	DUBUQUE HOSE & HYDRAULICS	76.25	Supplies for FBO line shack
1011910	12/11/2024	DUBUQUE HUMANE SOCIETY	14,584.00	FY25 Contracted Service Fees
1011898	12/4/2024	DUBUQUELAND DOOR COMPANY	494.34	Door #5 Won't Close
1011898	12/4/2024	DUBUQUELAND DOOR COMPANY	412.72	Door #1-Possible rpm
1011963	12/11/2024	DYNAMIC LIFECYCLE INNOVATIONS INC	1,999.04	Electronics Scrap Management Services
1011920	12/11/2024	EAGLE POINT ENERGY ONE LLC	1,881.96	Solar Production at the MSC - FY25
515882	12/11/2024	EASTERN IOWA ASPHALT MAINTENANCE IN	13,980.00	Pallets of Asphalt Tar and Maxwell Gap
1011940	12/11/2024	EASTERN IOWA EXCAV & CONCRETE LLC	43,039.88	JEFFERSON PARK RETAINING WALL REPLACEMENT
1011977	12/11/2024	ED M FELD EQUIPMENT CO INC	946.00	SCBA Repairs
1011937	12/11/2024	EXPRESS EMPLOYMENT PROFESSIONALS	2,312.64	I389-Sanitation Workers 11/10/24
1011937	12/11/2024	EXPRESS EMPLOYMENT PROFESSIONALS	1,284.80	I389-Sanitation Workers 11/26/24
515865	12/11/2024	FINLEY HOSPITAL	170.61	FY2025 Franchise Fees
515865	12/11/2024	FINLEY HOSPITAL	4,842.66	FY2025 Franchise Fees
1011911	12/11/2024	FOUR MOUNDS FOUNDATION	8,697.52	Four Mounds Fndtn Waste Minimization Grant payment
1011968	12/11/2024	Gavin Sarvis	75.00	Basketball Referee
515866	12/11/2024	GIESE SHEET METAL CO INC	1,238.15	units 540005 & 4 part fabrication
1011957	12/11/2024	GINA S BELL	184.00	10/19/24 GB USDN Mtg_Minneapolis MN
515867	12/11/2024	GRAINGER INC	710.64	Gloves and safety glasses March 2024
1011928	12/11/2024	GRAYMONT WESTERN LIME INC	5,186.00	FY2025 BLANKET PO - HIGH CALCIUM QUICKLIME
515879	12/11/2024	GRP & ASSOCIATES INC	958.00	LF Large Boxes
1011913	12/11/2024	HENDERSON PRODUCTS INC	173.44	unit 3233 air chambers
1011974	12/11/2024	HM Life Insurance Company	76,899.81	Stop Loss Insurance - December 2024
515857	12/5/2024	Home Lab Restorations	13,915.00	389 Glen Oak HH Home Lab Restorations
1011938	12/11/2024	INGRAM LIBRARY SERVICES INC.	55.57	Children's books for collection for patrons
1011938	12/11/2024	INGRAM LIBRARY SERVICES INC.	250.05	Children's books for collection for patrons
1011938	12/11/2024	INGRAM LIBRARY SERVICES INC.	22.99	Teen Young Adult Print Materials for collection
1011938	12/11/2024	INGRAM LIBRARY SERVICES INC.	77.39	Teen Young Adult Print Materials for collection
1011938	12/11/2024	INGRAM LIBRARY SERVICES INC.	1,389.34	Library books for adult collection for patrons
1011938	12/11/2024	INGRAM LIBRARY SERVICES INC.	1,746.48	Library books for adult collection for patrons
250600001	12/1/2024	IOWA FINANCE AUTHORITY	2,581.25	FY24 SRF Semi-Annual Debt Service
250600002	12/1/2024	IOWA FINANCE AUTHORITY	2,030.00	FY24 SRF Semi-Annual Debt Service
250600003	12/1/2024	IOWA FINANCE AUTHORITY	62,350.00	FY24 SRF Semi-Annual Debt Service
250600004	12/1/2024	IOWA FINANCE AUTHORITY	36,440.00	FY24 SRF Semi-Annual Debt Service
250600005	12/1/2024	IOWA FINANCE AUTHORITY	11,777.50	FY24 SRF Semi-Annual Debt Service

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250600006	12/1/2024	IOWA FINANCE AUTHORITY	1,836.47	FY24 SRF Semi-Annual Debt Service
250600007	12/1/2024	IOWA FINANCE AUTHORITY	102,402.74	FY24 SRF Semi-Annual Debt Service
250600008	12/1/2024	IOWA FINANCE AUTHORITY	2,948.75	FY24 SRF Semi-Annual Debt Service
250600009	12/1/2024	IOWA FINANCE AUTHORITY	4,077.50	FY24 SRF Semi-Annual Debt Service
250600010	12/1/2024	IOWA FINANCE AUTHORITY	46,698.75	FY24 SRF Semi-Annual Debt Service
250600011	12/1/2024	IOWA FINANCE AUTHORITY	15,220.00	FY24 SRF Semi-Annual Debt Service
250600012	12/1/2024	IOWA FINANCE AUTHORITY	475,020.00	FY24 SRF Semi-Annual Debt Service
250600013	12/1/2024	IOWA FINANCE AUTHORITY	21,872.50	FY24 SRF Semi-Annual Debt Service
250600014	12/1/2024	IOWA FINANCE AUTHORITY	1,680.00	FY24 SRF Semi-Annual Debt Service
250600015	12/1/2024	IOWA FINANCE AUTHORITY	135,980.00	FY24 SRF Semi-Annual Debt Service
250600016	12/1/2024	IOWA FINANCE AUTHORITY	9,547.27	FY24 SRF Semi-Annual Debt Service
250600017	12/5/2024	IOWA FINANCE AUTHORITY	150,421.96	IFA Caradco Semi-Annual Debt Service
1011959	12/11/2024	JEFFERY D DAVIS JR	160.00	CUES Technical School
1011931	12/11/2024	JOHN A LIPHARDT	109.68	Mileage Reimbursement: 8/26/24 - 10/16/24
1011953	12/11/2024	Kanopy Inc	947.00	Kanopy Streaming Services for Adult collection
515878	12/11/2024	KENNETH J WELTER	90.00	Basketball Referee
1011972	12/11/2024	Kluesner Sanitation LLC	60.00	Scrap steel from DMSWA to Alter 07/22/24
1011972	12/11/2024	Kluesner Sanitation LLC	60.00	Scrap steel from DMSWA to Alter 11/18/24
1011891	12/4/2024	KONE INC	181.87	Locust Ramp Service Call
1011891	12/4/2024	KONE INC	271.84	FY25: City Hall & City Annex - Monthly - Elev. Mai
1011891	12/4/2024	KONE INC	210.00	FY25: 1805 Central Ave - Engine Hse - Elev. Maint
1011891	12/4/2024	KONE INC	387.75	Five Flags North Elevator service call
1011922	12/11/2024	KRAEMERS WATER STORE INC	59.25	Bottled Water Service for the Landfill
515894	12/11/2024	Kwik Trip Inc	62,176.19	Fuel Charges- Oct 2024
515894	12/11/2024	Kwik Trip Inc	8,738.55	Fuel
1011952	12/11/2024	KYLE P REINERT	396.00	Tuition Reimbursement Term 2B25
1011965	12/11/2024	Lerdahl Business Interiors, Inc.	9,367.83	Conference Rm A - New Tables/Chairs
515868	12/11/2024	MARTIN EQUIPMENT OF IL INC	804.67	unit 3453 caps plugs pins bushings
1011973	12/11/2024	Matthew Dressler	1,000.00	1403 Rhomberg LHH21 Change Order 1 & 2
1011915	12/11/2024	MCDERMOTT EXCAVATING	159,710.20	CONSTRUCTION OF 3 MINI PARKS
515869	12/11/2024	MEDIACOM	176.90	INTERNET FOR TREE CREW
1011916	12/11/2024	MID AMERICAN SIGNAL INC	500.00	Low Profile Emitter Programming Cable
1011936	12/11/2024	MIDWEST TAPE LLC	5,322.40	Streaming of movies, ebooks, music eAudio Books, c
1011936	12/11/2024	MIDWEST TAPE LLC	256.83	DVD, BluRay and CD Audio for adult collection
1011893	12/4/2024	MR ROOTER PLUMBING	698.20	Landfill General Plumbing
1011893	12/4/2024	MR ROOTER PLUMBING	1,498.15	Landfill General Plumbing
1011893	12/4/2024	MR ROOTER PLUMBING	1,379.70	Landfill General Plumbing
1011978	12/11/2024	MR ROOTER PLUMBING	1,820.85	Landfill General Plumbing
515871	12/11/2024	MULGREW OIL COMPANY	2,382.47	LF #2 PRM DYED DSL ULS15PPM 12 Nov 2024
515871	12/11/2024	MULGREW OIL COMPANY	1,389.78	LF #2 PRM DYED DSL ULS15PPM 14 Nov 2024
1011918	12/11/2024	MUNICIPAL PIPE TOOL CO LLC	464.38	Sewer- Bit Diamond
1011918	12/11/2024	MUNICIPAL PIPE TOOL CO LLC	309.78	Sewer- Adapter
1011976	12/11/2024	Nicholas Schemmel	103.25	IAWEA conf travel reimbursement
515872	12/11/2024	NORTHEAST IOWA COMMUNITY COLLEGE	140.00	AED Pediatric Size Pads for On-Site Device
515880	12/11/2024	NUTRI JECT SYSTEMS INC	10,958.82	Biosolids Agreement - FY25 - Hauling
515880	12/11/2024	NUTRI JECT SYSTEMS INC	9,100.00	Biosolids Agreement - FY25 - Storage
515873	12/11/2024	ONMEDIA	1,450.00	Battery Project
1011981	12/11/2024	OVERDRIVE INC	261.57	downloadable audio and ebooks for adult collection
1011981	12/11/2024	OVERDRIVE INC	1,315.80	downloadable audio and ebooks for adult collection
515887	12/11/2024	PAMELA J CONNOLLY	480.00	CHAIR YOGA & GENTLE FULL BODY CONDITIONING
1011942	12/11/2024	PAMELA J MCCARRON	452.02	IMFOA Conference - travel reimbursement Mccarron
1011970	12/11/2024	Paradigm Software, LLC	16,005.00	Yearly Fee: Scalehouse and HHW Building
1011970	12/11/2024	Paradigm Software, LLC	16,005.00	Scalehouse and HHW Building (Contract 32400420)
1011970	12/11/2024	Paradigm Software, LLC	4,425.00	Installation- Scalehouse (Contract 32400420)
1011899	12/4/2024	PARKING INC	175.00	Iowa/Five Flags Ramp Server Maintenance
1011899	12/4/2024	PARKING INC	175.00	Iowa/Five Flags Ramp Server Maintenance
1011927	12/11/2024	PATRICIA L GLEASON	334.70	TRAVEL REIMBURSEMENT - GLEASON FOR IMFOA Board Mtg
1011948	12/11/2024	PEGGY S ABIDI	130.95	MILEAGE REIMBURSEMENT-ABIDI
1011955	12/11/2024	PHELPS THE UNIFORM SPECIALISTS	45.43	Uniform cleaning for mechanic; shop towels cleanin
1011892	12/4/2024	POLYDYNE INC	23,460.00	Polymer - 6 totes
1011892	12/4/2024	POLYDYNE INC	11,385.00	Polymer - 3 totes
515875	12/11/2024	PRAIRIE FARMS	466.86	FY2025 Franchise Fees
515875	12/11/2024	PRAIRIE FARMS	2,758.82	FY2025 Franchise Fees
1011961	12/11/2024	PRECISE MRM LLC	860.00	2024-09 Subscription
1011919	12/11/2024	PROQUEST LLC	2,018.00	Digital online subscriptions for collection
1011921	12/11/2024	RACOM CORPORATION	75,325.00	Milestone SUP - City Cameras - Software/Support
515890	12/11/2024	RAM SERVICES LLC	1,085.00	389 Glen Oak HH RAM install
1011949	12/11/2024	RAMONA J MANTERNACH	900.00	Secretary Services for DMSWA FY 2025
1011962	12/11/2024	RITE ENVIRONMENTAL INC	450.00	Used Antifreeze & Oil /Oil Filter Collection
1011962	12/11/2024	RITE ENVIRONMENTAL INC	150.00	Used Antifreeze & Oil /Oil Filter Collection
1011962	12/11/2024	RITE ENVIRONMENTAL INC	292.50	Used Antifreeze & Oil /Oil Filter Collection
1011947	12/11/2024	ROCHESTER ARMORED CAR CO INC	385.36	DMSWA Armored Car Service
250600018	12/5/2024	RXBENEFITS INC	88,359.90	FY25 Prescription Admin & Claims -10/26 to 11/8/24
250600019	12/5/2024	RXBENEFITS INC	57,470.67	FY25 Prescription Admin & Claims
1011966	12/11/2024	Schmitt Island Development Corp.	106,802.00	SHORTFALL IMON ARENA
1011966	12/11/2024	Schmitt Island Development Corp.	3,400.00	SHORTFALL IMON ARENA
1011894	12/4/2024	SCOTT PRINTING	550.00	FY 25 Yard Waste Stickers
1011924	12/11/2024	STRAND ASSOCIATES INC	303.30	BUNKER BASEMENT FOUNDATION
1011896	12/4/2024	TELEGRAPH HERALD	180.69	PUBLICATION EXPENSES
1011980	12/11/2024	TELEGRAPH HERALD	649.00	Ad for Budget Public Input Meeting
1011980	12/11/2024	TELEGRAPH HERALD	521.44	PUBLICATION EXPENSES

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1011980	12/11/2024	TELEGRAPH HERALD	1,028.53	PUBLICATION EXPENSES
515892	12/11/2024	Telos Corporation	231.75	Fingerprint checks for TSA security
1011933	12/11/2024	THE FISCHER COMPANIES	40.00	November Parking
515877	12/11/2024	THOMAS J KIEFER	180.00	Basketball Referee
515884	12/11/2024	THOMPSON TIRE & RETREAD	63.00	unit 4002 flat repair
515884	12/11/2024	THOMPSON TIRE & RETREAD	511.44	unit 3416 tire/wheel svc
515884	12/11/2024	THOMPSON TIRE & RETREAD	310.72	unit 3409 wheel/tire svc
515885	12/11/2024	THOMPSON TRUCK & TRAILER INC	503.91	unit 3222 electronic control
1011925	12/11/2024	THREE RIVERS FS INC	2,563.97	LF BIO 2% Dyed Diesel Fuel/ Heating Oil
1011925	12/11/2024	THREE RIVERS FS INC	345.44	Diesel exhaust fluid bulk LF 28 NOV 2024
1011925	12/11/2024	THREE RIVERS FS INC	2,161.78	LF BIO 2% Dyed Diesel Fuel/ Heating Oil
515883	12/11/2024	TIM WILLIS WINDOW CLEANING LLC	210.00	MSC window cleaning
515895	12/11/2024	Travis Bruns	1,800.00	1698 Jackson St. #5 - TBRA-App #2462 Asay
1011897	12/4/2024	TRUCK COUNTRY OF IOWA INC	801.00	unit 3241 elbow tube connector
1011897	12/4/2024	TRUCK COUNTRY OF IOWA INC	76.30	unit 3241 dustshield
1011897	12/4/2024	TRUCK COUNTRY OF IOWA INC	114.62	unit 3410 gaskets, studs, washers
250600025	12/12/2024	UMB BANK	309,484.38	FY25 UMB Semi-Annual Debt Service Payment
250600024	12/12/2024	UMB BANK	613,125.00	FY25 UMB Semi-Annual Debt Service Payment
250600023	12/12/2024	UMB BANK	24,350.00	FY25 UMB Semi-Annual Debt Service Payment
250600022	12/12/2024	UMB BANK	45,471.88	FY25 UMB Semi-Annual Debt Service Payment
250600021	12/12/2024	UMB BANK	153,816.25	FY25 UMB Semi-Annual Debt Service Payment
250600020	12/12/2024	UMB BANK	145,610.00	FY25 UMB Semi-Annual Debt Service Payment
515876	12/11/2024	UNION HOERMANN PRESS	145.80	FY2025 Franchise Fees
515876	12/11/2024	UNION HOERMANN PRESS	193.73	FY2025 Franchise Fees
515897	12/11/2024	VAASSEN, ANNE & MIKE	22.11	UB 22808 2674 RAVEN OAKS
1011971	12/11/2024	Vaisala Inc	6,500.00	WX Horizon Pro Subscription
1011926	12/11/2024	VAN METER INDUSTRIAL INC	8,848.20	INTEGRATED SERVICE AGREEMENT - TECH SUPPORT/REPAIR
1011932	12/11/2024	Vestis Group Inc (f/k/a Aramark)	105.14	Linen, table cloths, cleaning cloths
1011932	12/11/2024	Vestis Group Inc (f/k/a Aramark)	105.14	Linen, table cloths, cleaning cloths
515870	12/11/2024	WAYNE R SCHNIER	90.00	Basketball Referee
515893	12/11/2024	Waypoint Services for Women, Children and Families	1,900.11	Waypoint_Purchase of Services Agreement FY2025
515874	12/11/2024	White Cap LP	11,963.96	sewers entry/egress equipment
515889	12/11/2024	ZOOM VIDEO COMMUNICATIONS INC	15.99	Employee Training
			<u>\$</u>	<u>4,160,273.54</u>

**City of Dubuque
City Council**

CONSENT ITEMS # 5.

ITEM TITLE:	Kohl's Department Store 2023 & 2024 Property Tax Appeal Stipulation of Settlement Approval
SUMMARY:	Senior Counsel recommending approval of the Stipulation of Settlement for a 2023 and 2024 property tax appeal filed by Kohl's Department Store, Inc. for their property located at 2595 NW Arterial.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. TaxingBodiesLetter_AGENDA
2. Stipulation of Settlement _ 2023
3. Stipulation of Settlement_2024
4. Notice of Voluntary Settlement _ 2023
5. Notice of Voluntary Settlement _ 2024

Barry A. Lindahl, Esq.
Senior Counsel
Suite 330, Harbor View Place
300 Main Street
Dubuque, Iowa 52001-6944
(563) 583-4113 office
(563) 583-1040 fax
balesq@cityofdubuque.org
Office Hours: 8:00 AM – 5:00 PM, T-W-Th
8:00 AM – 12:00 PM, F



AGENDA LETTER

November 6, 2024

Mayor and Members of the City Council
of the City of Dubuque
City Hall
50 West 13th Street
Dubuque, IA 52001

President of the Board of Directors
Northeast Iowa Community College
P.O. Box 400
Calmar, IA 52132

Chairperson of the
Dubuque County Board of Supervisors
Dubuque County Courthouse
720 Central Avenue
Dubuque, IA 52001

Chairperson of the Board of Trustees
Dubuque County Hospital
Sunnycrest Manor
2375 Roosevelt Street
Dubuque, IA 52001

Chairperson of the School Board
Dubuque Community School District
Central Administration Offices
2300 Chaney Road
Dubuque, IA 52001

Chairperson of the Council of the
Dubuque County Agricultural Extension
Service
14858 West Ridge Lane, Suite 2
Dubuque, IA 52003

Chairperson of the Conference Board
of the City of Dubuque
City Hall
50 West 13th Street
Dubuque, IA 52001

**RE: Kohl's Department Stores, Inc. vs. City of Dubuque Board of Review
2023-2024 Property Tax Appeals**

Enclosed is a copy of the Stipulation of Settlement regarding two tax assessment appeals filed by Kohl's Department Stores, Inc. with the Iowa Property Assessment Appeal Board. Iowa Code Sec. 441.44 requires that the Stipulation of Settlement be served upon each of you.

There is one property that is the subject of these appeals. The appeals are for the January 1, 2023 and January 1, 2024 assessed values.

Details of Property

The property is owned and operated by Kohl's Department Stores, Inc. as a retail store. The parcel is 9.86 acres in size and is in the Asbury Shopping Plaza at 2595 NW Arterial. The 1-story 88,406 square foot decorative concrete block building was constructed in 2004.

2023 -2024 Appeals

Kohl's Department Stores, Inc. filed a protest with the City of Dubuque Board of Review in April 2023 appealing the 2023 assessment of \$7,078,700. The protest claimed the assessed value to be \$5,700,000 based on comparable sales of other retail buildings in the Midwest and a report of this store indicating retail sales have decreased 22% over the past 5 years. The Board of Review denied the protest and Kohl's proceeded to file an appeal with the Iowa Property Assessment Appeal Board (PAAB). Kohl's also filed a protest for the January 1, 2024 valuation with the Board of Review, which was also denied, and Kohls' appealed to PAAB.

Appraisals

Each party had an appraisal of the property completed. Kohl's appraisal is for an assessed value of \$6,100,000 and the Board of Review appraisal is for an assessed value of \$7,160,000. Finding numerous recent normal arm's length sales of large retail properties in a nearby market is challenging.

Proposed Settlement

After several offers between parties were exchanged, a proposed settlement agreement was reached. The proposed settlement is for an assessed value for January 1, 2023 and January 1, 2024 of \$6,675,000.00.

Pursuant to the Stipulation of Settlement the appeals will be dismissed and the assessed values will be adjusted to \$6,675,000.00 for the January 1, 2023 and January 1, 2024.

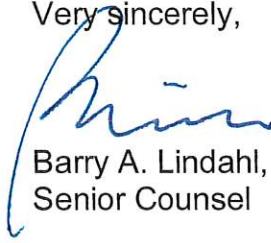
The assessed value will be apportioned as follows:

Land	\$1,672,700.00
Building	\$5,002,300.00
Total	\$6,675,000.00

The total tax loss to all taxing bodies is estimated to be \$10,945 per year.

The proposed settlement will be presented to the Property Assessment Appeal Board after fourteen (14) days from the date indicated on the attached Notice of Voluntary Settlement. If there are any objections to the settlement they should be made known to the Property Assessment Appeal Board prior to that time. If you have any questions about the proposed settlement, please contact City Assessor Troy Patzner at (563) 589-7800.

Very sincerely,

A handwritten signature in blue ink, appearing to read "Barry A. Lindahl".

Barry A. Lindahl, Esq.
Senior Counsel

Enclosure
Attachment

cc: Michael C. Van Milligen, City Manager
Adrienne N. Breitfelder, City Clerk
Troy Patzner, City Assessor

IOWA PROPERTY ASSESSMENT APPEAL BOARD

PAAB Docket No. 2023-104-00442C

Parcel No. 1017426003

KOHL'S DEPARTMENT STORES #985

Appellant,

vs.

CITY OF DUBUQUE BOARD OF REVIEW,

Appellee.

STIPULATION OF SETTLEMENT

Appellant Kohl's Department Stores #985 and Appellee City of Dubuque Board of Review state to the Iowa Property Assessment Appeal Board that the pending litigation with regard to the tax assessment for the following-described property as of **January 1, 2023**:

Parcel No. 1017426003

has been settled and agreed upon as follows:

Valuation:

Land	\$1,672,700.00
Dwelling	\$5,002,300.00
Total	\$6,675,000.00

It is further agreed that upon entry of an Iowa Property Assessment Appeal Board Order confirming the above settlement, the above pending litigation shall be dismissed with prejudice.

Dated this _____ day of _____, 2024.

KOHL'S DEPARTMENT STORES

#985

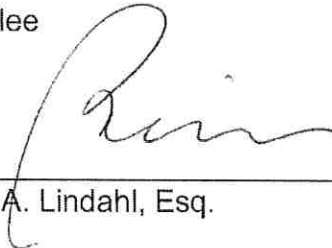
Appellant

By: 

Sarah Franklin, General Counsel

CITY OF DUBUQUE BOARD OF REVIEW

Appellee

By: 

Barry A. Lindahl, Esq.

IOWA PROPERTY ASSESSMENT APPEAL BOARD

PAAB Docket No. 2024-104-00085C

Parcel No. 1017426003

KOHL'S DEPARTMENT STORES #985

Appellant,

vs.

CITY OF DUBUQUE BOARD OF REVIEW,

Appellee.

STIPULATION OF SETTLEMENT

Appellant Kohl's Department Stores #985 and Appellee City of Dubuque Board of Review state to the Iowa Property Assessment Appeal Board that the pending litigation with regard to the tax assessment for the following-described property as of **January 1, 2024**:

Parcel No. 1017426003

has been settled and agreed upon as follows:

Valuation:

Land	\$1,672,700.00
Dwelling	\$5,002,300.00
Total	\$6,675,000.00

It is further agreed that upon entry of an Iowa Property Assessment Appeal Board Order confirming the above settlement, the above pending litigation shall be dismissed with prejudice.

Dated this _____ day of _____, 2024.

**KOHL'S DEPARTMENT STORES
#985**

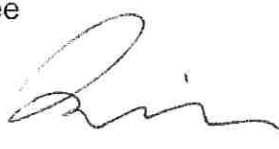
Appellant

By: 

Sarah Franklin, General Counsel

CITY OF DUBUQUE BOARD OF REVIEW

Appellee

By: 

Barry A. Lindahl, Esq.

IOWA PROPERTY ASSESSMENT APPEAL BOARD

PAAB Docket No. 2023-104-00442C

Parcel No. 1017426003

KOHL'S DEPARTMENT STORES #985,
Appellant,

vs.

CITY OF DUBUQUE BOARD OF REVIEW,
Appellee.

NOTICE OF VOLUNTARY SETTLEMENT

TO: City of Dubuque, Iowa
County of Dubuque, Iowa
Dubuque Community School District
Northeast Iowa Community College
Dubuque County Hospital
Dubuque County Agricultural Extension Service
Conference Board of the City of Dubuque

YOU ARE HEREBY NOTIFIED, pursuant to Iowa Code Section 441.44, that the above-named Appellant and the City of Dubuque Board of Review, Appellee, have entered into a voluntary settlement of this assessment appeal.

A copy of the proposed Stipulation of Settlement is attached hereto.

This Stipulation of Settlement will be presented to the Iowa Property Assessment Appeal Board for approval no sooner than fourteen (14) days from the date of this Notice.

Dated this 6th day of NOVEMBER, 2024.

CITY OF DUBUQUE BOARD OF REVIEW
Appellee.

By: 
Barry A. Lindahl, Esq.
Suite 330, Harbor View Place
300 Main Street
Dubuque, IA 52001-6944
(563) 583-4113

IOWA PROPERTY ASSESSMENT APPEAL BOARD

PAAB Docket No. 2024-104-00085C

Parcel No. 1017426003

KOHL'S DEPARTMENT STORES #985,
Appellant,

vs.

CITY OF DUBUQUE BOARD OF REVIEW,
Appellee.

NOTICE OF VOLUNTARY SETTLEMENT

TO: City of Dubuque, Iowa
County of Dubuque, Iowa
Dubuque Community School District
Northeast Iowa Community College
Dubuque County Hospital
Dubuque County Agricultural Extension Service
Conference Board of the City of Dubuque

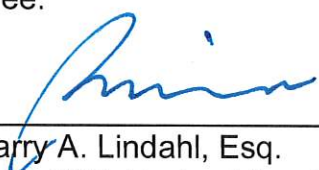
YOU ARE HEREBY NOTIFIED, pursuant to Iowa Code Section 441.44, that the above-named Appellant and the City of Dubuque Board of Review, Appellee, have entered into a voluntary settlement of this assessment appeal.

A copy of the proposed Stipulation of Settlement is attached hereto.

This Stipulation of Settlement will be presented to the Iowa Property Assessment Appeal Board for approval no sooner than fourteen (14) days from the date of this Notice.

Dated this 6th day of NOVEMBER, 2024.

CITY OF DUBUQUE BOARD OF REVIEW
Appellee.

By: 

Barry A. Lindahl, Esq.
Suite 330, Harbor View Place
300 Main Street
Dubuque, IA 52001-6944
(563) 583-4113

**City of Dubuque
City Council**

CONSENT ITEMS # 6.

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

SUMMARY: Senior Counsel recommending City Council adopt the attached resolution approving the temporary Agreement authorizing ITC Midwest, LLC to operate an electric transmission system in the City of Dubuque until the franchise agreement takes effect but no later than June 30, 2025.

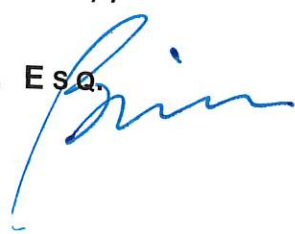
RESOLUTION Approving An Agreement Between The City Of Dubuque And ITC Midwest, LLC To Operate An Electric Transmission System In The City Of Dubuque

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

ATTACHMENTS:

1. Staff Memo
2. Resolution_ApprovingITCMidwestAgreement_12032024
3. Agreement

BARRY A. LINDAHL, ESQ.
SENIOR COUNSEL



M E M O

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

DATE: December 16, 2024

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

While the City and ITC Midwest, LLC are negotiating the terms of the franchise agreement, it is necessary for ITC Midwest to have authority to operate its transmission system. The City and ITC Midwest have not yet finalized the franchise agreement. It is expected that the final franchise agreement will be submitted to the City Council for approval in June 2025.

I recommend that the City Council adopt the attached resolution approving the temporary Agreement authorizing ITC Midwest, LLC to operate an electric transmission system in the City of Dubuque until the franchise agreement takes effect but no later than June 30, 2025.

BAL:JLM

Attachments

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

RESOLUTION NO. ____ - 24

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

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

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

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

SECTION 1. The attached Agreement is hereby approved.

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

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

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

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

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

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

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

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

SECTION 1. TERM. This Agreement shall take effect upon execution by both parties and shall continue in effect until a franchise agreement between the parties takes effect, but no later than June 30, 2025.

SECTION 2. INDEMNIFICATION.

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

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

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

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

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

CITY OF DUBUQUE, IOWA

By: _____
Michael C. Van Milligen
City Manager

ITC MIDWEST LLC, a Michigan limited liability company

By: ITC Holdings Corp., its sole member

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

Digitally signed by: Terry,
Dusky
DN: CN = Terry, Dusky OU =
Corporate Users, Novi HQ
Date: 2024.12.06 14:11:57
+06'00'

Attest:

Adrienne N. Breitfelder, City Clerk

INSURANCE SCHEDULE

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

INSURANCE SCHEDULE G

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

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

INSURANCE SCHEDULE G (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or Business owners form BP 00 02, shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
- 6) Policy shall include Waiver of Right to Recover from Others endorsement.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

If, by Iowa Code Section 85.1A, the Vendor is not required to purchase Workers' Compensation Insurance, the Vendor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

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

INSURANCE SCHEDULE G (continued)

C) POLLUTION LIABILITY

Coverage required: ☐ Yes ☒ No

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

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

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

D) PROFESSIONAL LIABILITY \$1,000,000

Coverage required: ☐ Yes ☒ No

If the required policy provides claims-made coverage:

- 1) The Retroactive Date must be shown and must be before the date of the agreement.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
- 3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

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

Coverage required: ☐ Yes ☒ No

Coverage for First and Third Party liability including but not limited to lost data and restoration, loss of income and cyber breach of information.

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

Coverage required: ☒ Yes ☐ No

The General Liability, Automobile Liability and Workers Compensation Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including Waiver of Subrogation and Primary and Non-contributory in favor of the City.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

COVERAGE – GOVERNMENTAL IMMUNITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages for claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Claims for damages not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this Policy.
- b. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon our timely written request.
- c. We shall not deny coverage under this Policy and we shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this Policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.
- d. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this Policy.

**City of Dubuque
City Council**

CONSENT ITEMS # 7.

ITEM TITLE:	Public, Educational, and Governmental (PEG) Access Equipment Grant Program and PEG Channel Guidelines Updates
SUMMARY:	City Manager recommending City Council approval of changes to the policies and procedures related to the Public, Educational, and Governmental (PEG) Access Equipment Grant Program and guidelines for Dubuque's PEG channels as attached.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. Staff Memo - PEG Equipment Grant Program and PEG Channel Guidelines Updates
3. DRAFT_PEG Full Policy and Procedure Guidelines_2024-11-08 (2)
4. DRAFT_Community PEG Access Equipment Grant Details and Agreement-2024-11-08
5. DRAFT_Channel Operator PEG Access Equipment Grant Details and Agreement-2024-11-08

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

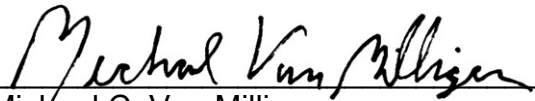
SUBJECT: Public, Educational, and Governmental (PEG) Access Equipment Grant Program and PEG Channel Guidelines Updates

DATE: December 10, 2024

Multimedia Specialist Felicia Carner is recommending City Council approval of changes to the policies and procedures related to the Public, Educational, and Governmental (PEG) Access Equipment Grant Program and guidelines for Dubuque's PEG channels as attached.

Dubuque's Cable Television Commission approved these changes at its Nov. 20, 2024, meeting.

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
Randy Gehl, Public Information Officer
Felicia Carner, Multimedia Specialist
Barry Lindahl, Senior Counsel

TO: Mike Van Milligen, City Manager
FROM: Felicia Carner, Multimedia Specialist
SUBJECT: Public, Educational, and Governmental (PEG) Access Equipment Grant Program and PEG Channel Guidelines Updates
DATE: Dec. 5, 2024

INTRODUCTION

The purpose of this memo is to request City Council approval of changes to the policies and procedures related to the Public, Educational, and Governmental (PEG) Access Equipment Grant Program and guidelines for Dubuque's PEG channels. Dubuque's Cable Television Commission approved these changes at its Nov. 20, 2024, meeting

BACKGROUND

Currently, five PEG channels are offered on the Mediacom cable system. The City of Dubuque operates the local government access channels (CityChannel Dubuque and CityChannel Graphics) and the public access channel, the Dubuque Community School District operates the public education access channel, and Loras College operates the shared education access channel. The City assumed operation of the public access channel following Mediacom's decision to stop managing the channel, effective Dec. 8, 2023.

The City's previous municipal cable television franchise agreement with Mediacom required Mediacom to contribute funds to support a grant program for the purchase of equipment with which to produce local public, educational, and governmental (PEG) programming. Individuals and qualified organizations may apply for funding from this program. The fund has been used by a variety of organizations over the years and has funded significant purchases by the three organizations operating the PEG channels. Mediacom is no longer contributing to the fund and its current balance is approximately \$1.3 million.

DISCUSSION

When the City assumed operations of the public access channel, staff identified the need to provide guidance to community members interested in producing content for playback on Dubuque's PEG channels. Staff are unaware of an existing document and believe it's in the benefit of the City and programming producers to have a formal policy for reference. In response, staff drafted the Dubuque Cable Access Policy and Procedures Guideline. Based on research and review of policies used by other

communities, the document outlines policies and procedures for submission of programming for local PEG channels as well as program content and restrictions, as well as enforcement.

Several factors contributed to staff's proposal to revise the City's current PEG Equipment Grant Program. Recent applications indicated a lack of understanding of grant program details, process, and recipient agreement. These challenges, along with the application structure and recipient agreement, are impacting staff's ability to efficiently and effectively manage requests while performing day-to-day department duties. This evaluation prompted restructuring the grant with the goal to better inform applicants about the program, process, and expectations, increase potential for utilization, and improve efficiency for staff managing the program.

Highlights of the recommended changes include the creation of two separate processes, one for community members and one for PEG channel operators. Other details for community member applications included the conversion of the process to an annual grant cycle, a maximum number of grants awarded per year and maximum grant amounts. Additionally, clarification for both programs regarding required programming for grant recipients, eligible equipment, and ownership of equipment.

For more details on the Dubuque Cable Access Policy and Procedures Guidelines and the PEG Equipment Grant Program revisions, please refer to the attached documents, which have been reviewed by Senior Counsel Barry Lindahl and approved unanimously by the Cable TV Commission. **REQUESTED ACTION**

I respectfully request City Council approval to implement the PEG Equipment Grant Program revisions and the Dubuque Cable Access Policy and Procedures Guideline as attached.

Cc: Randy Gehl, Public Information Officer
Barry Lindahl, Senior Counsel

Att: Dubuque Cable Access Policy and Procedures Guidelines
Channel Operator PEG Access Equipment Grant Details and Agreement
Community PEG Access Equipment Grant Details and Agreement

CITY OF DUBUQUE

Dubuque Cable Access Policy and Procedures Guideline

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I. PEG ACCESS PROGRAMMING

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- C. Government Access

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- B. Solicitation
- C. Advertising
- D. Obscenity
- E. Products or Service
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- G. Misrepresentation
- H. Illegalities
- I. Program Disclaimer
- J. Approval, Clearances
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III. VIDEO LABELING

IV. FORMAL GRIEVANCE POLICY AND PROCEDURE

V. PUBLIC ACCESS BULLETIN BOARD

VI. GUIDELINES ENFORCEMENT PROCEDURE

VII. CHARGES FOR TELECOMMUNICATIONS DEPARTMENT SERVICES

VIII. OFFICIAL USE AND AVAILABILITY OF DUBUQUE PUBLIC ACCESS PROGRAMMING

I. PEG ACCESS PROGRAMMING

The City of Dubuque defines types of programming for Public, Educational, and Governmental (PEG) Access Channels as follows:

A. PUBLIC ACCESS:

1. Any member of the public may produce and/or submit a program for broadcast, by completion of a broadcast request form and provider agreement form.
 - a. Each program must identify the producer (an individual or organization) of the program being submitted for broadcast. The program's producer must reside within Dubuque city limits or be sponsored by an individual/organization within city limits.
2. Requires disclaimer and identification of producer or sponsor:
 - a. A DISCLAIMER (which is the DISCLAIMER referred to throughout this text) will be added by City staff:

"THE VIEWS EXPRESSED IN THE FOLLOWING VIDEO PRESENTATION ARE THE SOLE RESPONSIBILITY OF THE PRODUCER(S) AND THUS DO NOT NECESSARILY REPRESENT THE VIEWS OR OPINIONS OF THE CITY OF DUBUQUE, THE MAYOR, CITY COUNCIL, OR CITY STAFF".
 - b. City staff will add a graphic before or following the program to identify the producer or sponsor, if not already included in the program.
3. Public Access programs will be scheduled at the discretion of City staff based on the following ranking of priority, from highest to lowest:
 - a. Programs with timely subject matter
 - b. Series program
 - c. Programs of any subject matter
4. Each program submitted for local public access shall be shown a minimum of two times.

B. EDUCATIONAL ACCESS:

Dubuque has two educational access channels, neither are operated by the City of Dubuque.

1. Programming produced or supplied by a recognized representative of an educational institution, public or private, such as:
 - a. Dubuque Community School District
 - b. Holy Family School District
 - c. Clarke University
 - d. Emmaus Bible College
 - e. Loras College
 - f. University of Dubuque

- g. Northeast Iowa Community College
- 2. Programming should include identification of sponsorship and producer responsibility.
- 3. Each program submitted for local educational access shall be shown a minimum of two times.

C. GOVERNMENT ACCESS:

- 1. Programming supplied or produced by local government agencies.
- 2. City of Dubuque's Public Information Office (PIO) staff shall ensure that the following public meetings are routinely broadcast live and/or recorded for showing on local PEG access channel. Priority in taping and scheduling shall be in this order, as department resources allow:
 - a. City of Dubuque City Council
 - b. City of Dubuque Zoning Advisory Commission
- 3. Programming should include identification of sponsorship and producer responsibility.
- 4. Each program submitted for local government access shall be shown a minimum of two times.

II. PROGRAM CONTENT AND RESTRICTIONS

All programs being broadcast live or played back on PEG access channels must be in accordance with federal, state and local law. A program being broadcast live or played back on the PEG channel may not discriminate or include gambling, advertising, copyrighted materials, and other restricted materials as defined by the [FCC](#). If PIO staff believes herein that a program may violate the guidelines stated, staff will remove the program in question from broadcast pending further evaluation of the content.

PROGRAM RESTRICTIONS:

- A. GAMBLING. No program may promote or conduct any commercial lottery, raffle, contest or game involving prizes awarded in whole or in part by lot or chance.
- B. SOLICITATION. The program may not solicit funds or other property of value from viewers.
- C. ADVERTISING. The program may not be designed to promote the sale of commercial products or services.
- D. OBSCENITY. Channel operators may not control the content of programming on public access channels with the exception that the operators may refuse to transmit a public access program, or a portion of the program, which the channel operator reasonably believes contains obscenity.
- E. PRODUCTS OR SERVICE. The program may not discuss or show products or services made available by persons, corporations or institutions which have a commercial interest in the subject of the programs. It may, however, identify underwriters providing grants or contributions to defray the cost of programs. An acceptable identification format could include the following:

THIS PROGRAM HAS BEEN MADE POSSIBLE (IN PART) BY A GRANT FROM/BY SUPPORT FROM (THE SPONSOR'S FULL NAME).

F. **COMMERCIAL IDENTIFICATION.** The program may not promote, or make reference to any products, service, trademark or brand name in any manner which does not in some way correlate with the message being brought forth in the program on the access channel.

G. **MISREPRESENTATION.** The program may not contain any material intended to defraud the viewer or designed to obtain money by false or fraudulent pretenses, representation or promises.

H. **ILLEGALITIES.** The program may not contain any material which constitutes libel, slander, defamation, invasion of privacy or publicity rights, unfair competition or violation of trademark or copyright or which may otherwise violate any local, state or federal law.

I. **PROGRAM DISCLAIMER.** The **DISCLAIMER** will appear preceding every public program that is submitted for broadcast.

J. **APPROVALS, CLEARANCES.** Producers must obtain in writing, and be able to produce upon request, all necessary approvals, clearances, licenses, etc. for the use of any program material to be broadcast. This includes, but is not limited to, approvals by broadcasting stations, networks, sponsors, music licensing organizations, copyright owners, performers' representative, and all persons featured in the program material, and any other approvals that may be necessary to transmit the program via public access channel.

I. **POLITICAL GUIDELINES.** Legally qualified candidates for public office desiring to use the PEG access channel must adhere to the following:

1. For municipal, state, and county offices, material is broadcast after the last official deadline for filing candidacy papers has passed, and ending at 6:00 p.m. the Saturday before the election.
2. The total amount of time allotted to any one candidate from public office to appear on the PEG Access Channel is one hour per month, excluding panel discussions or candidate forums.

III. VIDEO LABELING

All programs submitted for broadcast must be accurately timed and labeled on media face and storage case with the following:

- A. Producer's name.
- B. Producer's telephone number
- C. Producer's email.
- D. Series or program title.
- E. Program submission date.
- F. Program total run time.

IV. FORMAL GRIEVANCE POLICY AND PROCEDURE

Any person may present a formal written grievance related to PEG programming to the PIO, in person or by mail and email. Copies will be forwarded to the Cable TV Commission. All formal written grievances require the following information in order to be processed:

- A. Name of all persons participating in filing of the grievance, or identification of a single “contact” person to whom the response should be presented by an individual in the event that a person claims to represent a group or organization.
- B. The current address of all persons participating in the filing to the grievance or of the designated “contact” person.
- C. Current name and phone numbers of all persons participating in the filing of the grievance or of the designated “contact” person.
- D. An indication of the time of day and location at which persons filing the grievance and/or the designated “contact” person can most likely be reached.
- E. The nature of the grievance clearly stated with relevant details as follows:

If the grievance is based on a policy or procedure, or program content, it must be filed within 10 working days of the last program air date, and it should include:

- a. An explanation of which policy or procedure is in question.
- b. The nature of the grievance against the policy or procedure.
- c. The recommendation(s) for change in policy or procedure that is believed needed.
- d. The date and the time of day of the grievance incident.
- e. The location where the grievance incident occurred.
- f. Once the grievance is received, PIO staff will attempt to make an initial contact with the person(s) filing the grievance, or with the designated “contact” person.
- g. If the party reporting the grievance is not satisfied with the PIO’s decision, the filing party can then appeal to the Cable TV Commission. Appeal must be made within 10 working days of notice of PIO staff’s decision. If not satisfied with the Cable TV Commission, an appeal may be made to the City Manager. The City Manager’s decision will be final and conclusive.
- h. Failure to follow the grievance policies and procedures as stated above may result in a delayed response to any grievance. Successive failure to follow grievance policies and procedures will relieve the City from any responsibility to respond to the grievance.

V. DIGITAL BULLETIN BOARD

- A. Members of the public and representatives of local non-profit organizations may use the public access channel's digital bulletin board free of charge for the purpose of promoting any non-commercial service or event.
- B. Information to be posted on the digital bulletin board should be submitted to the PIO by email.
- C. PIO staff reserve the right to edit materials to be posted for length, formatting and content.
- D. Messages should be submitted no later than two weeks prior to any timely event or promotion. PIO staff shall use their best efforts to post Digital Bulletin Board announcements within five business days of receipt.
- E. Messages from the public will be displayed through the event or for 60 days, whichever comes first.
- F. There will be a limit of 10 public items on the digital bulletin board at any given time. These will be allotted on a first-come, first-served basis.

VI. GUIDELINES FOR ENFORCEMENT PROCEDURE

- A. When the PIO staff determines that there has been an apparent violation of any of the guidelines that have been previously mentioned in this document, staff:
 - 1. Shall notify the user of the alleged violation and advise the user of her/his right to meet with PIO staff before a final determination, including possible sanctions, is made. This notification will also be sent to the Cable TV Commission. The user shall be advised that her/his request for a meeting must be made to PIO staff orally or by mail/email within two weeks of the date of the letter of notification.
 - 2. May immediately suspend broadcast of a program, provided that the program contains alleged violations of procedures previously stated in these guidelines, or provided that continued broadcast of the program would create clear and substantial risk of legal liability for the PEG Access Channel. In the event of suspension of broadcast, the user shall be sent written notification of the alleged violation within 48 hours of the suspension. Copies of that notice shall be sent at the same time to all members of the Cable TV Commission. All other procedures for processing alleged violations, indicated in the following section, shall also apply.
- B. After meeting with the user, or, if no meeting is requested, after two weeks from the date the user was notified of the infraction, PIO staff may take no action or may take one or more of the following actions:
 - 1. Suspend for a period, or revoke, in whole or in part, the user's right to use the PEG Access Channel.
 - 2. Take such other action as is fair, reasonable, and equitable.

C. No person shall have user rights suspended or revoked unless PIO staff determines that the user's conduct is an aggravated infraction of any PEG Access Channel rules and regulations. In determining whether an infraction is aggravated, PIO staff shall consider whether:

1. The user has been involved in previous infractions.
2. The infraction reflects a serious disregard by the user of the personal or property rights of others.
3. The infraction was intentional or demonstrated a willful disregard for these rules and procedures.

D. PIO staff shall notify the user of a decision to impose sanctions as soon as possible. If PIO staff suspends or revokes user rights and if PIO staff determines that the user's conduct seriously endangered the person or property of others, the notice shall so state, and the revocation or suspension shall take effect immediately. Otherwise, sanctions shall not take effect until 20 days after the user is notified of PIO staff's decision. The Cable TV Commission and City Manager shall be sent a copy of any notice required by this section. If the party is not satisfied with PIO staff's decision, they may appeal the decision in accordance with Section IV of this policy entitled, Formal Grievance Policy and Procedure.

E. Upon receipt of an appeal from a user, the Cable TV Commission shall include the matter in its agenda, granting priority over all the other agenda matters except for the appeals made under this section. That portion of a Cable TV Commission meeting at which an appeal is heard shall be open to the public and shall be recorded. At the meeting, PIO staff shall describe any sanctions imposed and the basis for alleging a violation of the PEG Access Channel's rules. The user shall then be entitled to respond regarding the alleged violation and any sanctions. Both user and PIO staff may present witnesses or evidence related to the alleged violation. Public comment will be taken at the discretion of the commission.

F. If the Cable TV Commission determines that there is sufficient basis to justify PIO staff's determination of a violation of the Public Access Channel's rules, then that determination shall be affirmed. The Cable TV Commission may modify PIO staff's determination, or any sanctions imposed or may make a new determination or impose new sanctions. If the Cable TV Commission determines there was no violation of the PEG Access Channel's rules, the Cable TV Commission shall remove any sanctions.

IX. CHARGES FOR COMMUNICATIONS DEPARTMENT SERVICES

A. There will be no charge for playing videos over the channel.

X. OFFICIAL USE AND AVAILABILITY OF DUBUQUE PUBLIC ACCESS PROGRAMMING

A. At the discretion of PIO staff, public meetings, special events, and programs that may be deemed of significant importance maybe digitally archived by the City of Dubuque. PIO staff will determine the length in which a program will be digitally retained on a program-by-program basis.

COMMUNITY PEG ACCESS EQUIPMENT GRANT DETAILS

The Community PEG Access Equipment Grant is dedicated to supporting the creation of video programming for the City of Dubuque's public, educational, and governmental (PEG) access channels on local cable television systems. Through this opportunity, equipment is funded to up to 5 individuals and/or organizations each year with an interest in producing content for one of Dubuque's PEG channels.

ELIGIBILITY AND PROCESS OVERVIEW

The Community PEG Access Equipment Grant is open to local individuals and organizations with an interest in developing PEG programming. Those interested must meet eligibility and application requirements.

WHO CAN APPLY: Applications for grant funds may be submitted by a City of Dubuque resident or a qualified organization – those with a principal place of business within City limits or a principal regular meeting place within City limits.

Applicants may only receive a grant once every 3 years. Awarded applicants can apply for funding again as long as 3 years have passed, and all requirements and reporting of past funded requests have been met.

WHAT CAN BE REQUESTED: Production equipment related to the creation of proposed public access programming is applicable for this request. Applicants must complete the application process which includes a description for proposed public access programming, a list of requested equipment, justification for the requested equipment, and a minimum of three vendor quotes for the requested items.

Computers, laptops, and subscription-based software are not applicable through the Community PEG Access Equipment Grant.

The total requested amount for the Community PEG Access Equipment Grant per applicant per application **may not exceed \$10,000.**

Requests under \$5,000 will be required to produce a minimum of 5 programs with a cumulative total run time of 30 minutes. Requests of \$5,000 or above will be required to produce a minimum of 10 programs with a cumulative run time of 60 minutes. If a request to deviate from these requirements is submitted and approved, the approved changes will become the new required guidelines. The request to deviate must be included in the original application and outlined in proposal for programs.

BY WHEN: Community PEG Access Equipment Grant applications are open once a year and will be reviewed and considered by the Cable TV Commission for funding. **The application deadline for the next review will be at a date determined by the Cable TV Commission.**

Up to 5 selected applicants will be invited by the Cable TV Commission to a meeting, during which commissioners will consider their support and approval of the requests.

CONSIDERATION PROCESS: Commissioners will vote to either recommend funding, partial funding, or not funding the Community PEG Access Equipment Grant requests based off the following criteria:

- Eligibility requirements

- Completion of application materials
- Requested equipment supports the production of proposed access programming
- Applicant demonstrates sufficient knowledge regarding use of requested equipment

If commissioners believe an applicant may not sufficiently meet the noted criteria, they may recommend considering the use of the City of Dubuque's Video-Basics Public Access Production Kit in lieu of funding a request.

Please note, the Cable TV Commission serves as an advisory commission. Their recommendations related to Community PEG Access Equipment Grant requests will go before the Dubuque City Council for final approval.

APPLICATION REQUIREMENTS: Submissions for the Community PEG Access Equipment Grant are open and reviewed once a year. Applications must be received by a date determined by the Cable TV commission to be considered for the current grant-cycle. Applications must be completed online using the Community PEG Access Equipment Request form and will require applicants to provide:

- Public Access Programming Proposal
 - Applications must include details of video programming that the applicant intends to produce with support of the Community PEG Access Equipment Grant. Details should include program titles, descriptions of content, approximate lengths, and total number of programs intended to produce. Please refer to the Dubuque Cable Access Policy and Procedures Guideline for acceptable programming.
 - *NOTE: Requests under \$5,000 are required to produce a minimum of 5 programs with a cumulative total run time of 30 minutes. Requests of \$5,000 or above are required to produce a minimum of 10 programs with a cumulative run time of 60 minutes. If a request to deviate from these requirements is submitted and approved, the approved changes will become the new required guidelines. The request to deviate must be included in the original application and outlined in proposal for programs.*
- Requested Equipment List
 - An equipment list that includes a product name, model number, and quantity for each requested item must be submitted.
- Plan for Use of Requested Equipment
 - Applicants must provide a short explanation about how the requested equipment will be used and how it will assist in the production of the applicant's proposed list of public access programming.
- Procurement of 3 Vendor Quotes
 - Quotes from 3 different vendors must be included for all items requested.

- If a vendor does not carry a specific item, applicants can instead list a similar item from that vendor or provide an additional quote from an additional vendor for that specific item.
- Proof of Quotes
 - A proof of quote is required for each listed vendor. A proof of quote must come directly from the vendor or the vendor's site and must show the requested item(s), listed prices, and quantities.
 - A PDF of a shopping cart is an acceptable proof of quote, however it must list each item, cost, quantity, and clearly show that it is from the vendor's website.

TERMS OF AGREEMENT

If a Community PEG Access Equipment Grant request is supported by the Cable TV commission for funding, the applicant must enter into an agreement with the City of Dubuque for proper use of the equipment. A typical agreement includes, but is not limited to, the following requirement:

- Equipment is used solely for non-commercial purposes.
- A portion of the required programming is produced and aired within 6 months of receiving equipment.
- The total required amount of programming be produced and aired within 14 months of receiving equipment.
- A final grant report is presented within 18 months of receiving the equipment to the Cable TV Commission which includes:
 - List of access programming created, including total run times and short description of each program.
 - Video sample of programming created.
 - Written report of any significant deviations from submitted programming proposal.
- Recipient commits to producing content, including all key production elements, without the substantial use of artificial intelligence (AI) assistance.
- The awarded equipment remains property of the City of Dubuque.
- All equipment must be returned to the City of Dubuque if applicant fails to fulfill the terms of agreement within 18 months of receiving equipment.
- When terms of agreement are completely fulfilled, terms of agreement are in void and the City of Dubuque releases ownership of the equipment to the awarded applicant.

Non-applicable purchases: Computers, laptops, subscription-based software, and equipment determined by the commission to not have significant value or relation to the creation of PEG programming.

COMMUNITY PEG ACCESS EQUIPMENT GRANT AWARD AGREEMENT

BETWEEN

THE CITY OF DUBUQUE, IOWA

AND

This City of Dubuque Community Public, Educational, and Governmental (PEG) Access Equipment Grant Award Agreement (Agreement), dated for reference purposes the ____ day of _____, YEAR, is made and entered into by and between the City of Dubuque, Iowa (City) and _____ (Recipient).

Whereas, the City of Dubuque provides a Community PEG Access Equipment Grant to support Dubuque PEG channel programming; and,

Whereas, Recipient has submitted a grant application outlining plans for equipment used in the support PEG access channel programming; and,

Whereas, City has approved the grant application on the terms and conditions set forth herein.

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

1. City hereby awards a grant (the Grant) to Recipient for requested equipment in the amount of \$_____.
2. The equipment purchased through the Grant must be used for the purpose(s) described in the grant application for funding, a copy of which is attached hereto and incorporated herein.
3. All equipment purchased with the Grant shall remain the property of City.
4. Any unused portion of the Grant request shall be credited to City's PEG Access Equipment Fund.
5. Equipment purchased with the Grant shall be used solely for non-commercial purposes and cannot be used to produce media intended for sale.
6. Recipient accepts liability of the awarded equipment and use of the equipment.
7. Recipient with an equipment request under \$5,000 must produce a minimum of 5 programs with a cumulative total runtime of 30 minutes for broadcast on the appropriate local PEG channel. Recipient with an equipment request of \$5,000 or above must produce a minimum of 10 programs with a cumulative total runtime of 60 minutes. If Recipient has previously received approval to deviate from these production requirements, the approved deviation will remain in effect.
8. Programs created under this agreement must include recognition to the Community PEG Access Equipment Grant. "This program was produced with the support from the City of Dubuque Community PEG Access Equipment Grant Program."

9. Recipient must submit a portion of the required programming within 6 months of receiving equipment and all required programming within 14 months of receiving equipment.
10. Recipient must present a final grant report to the Cable TV Commission within 18 months of receiving equipment which includes:
 - a. List of access programming created, including total run times and short description of each program.
 - b. Video sample of programming created.
 - c. Written report of any significant deviations from submitted programming proposal.
11. If Recipient faces challenges that could affect their ability to meet the terms of this agreement, they should promptly contact City staff to determine if potential adjustments can be made.
12. Recipient commits to producing content, including all key production elements, without the substantial use of artificial intelligence (AI) assistance.
13. Recipient must reside in or maintain a principal place of business within the city limits of the City of Dubuque, Iowa at times while in possession of the equipment, and agrees to promptly notify and return the equipment should Recipient no longer meet this requirement.
14. The equipment must remain in the possession of Recipient. Possession of the equipment cannot be transferred to any person or entity. If Recipient can no longer manage the equipment, arrangements with City to return the equipment must be made.
15. Failure by Recipient to abide by the terms and conditions of this Agreement within 18 months may result in forfeiture of the equipment purchased with the Grant. City shall provide written notice to Recipient of any such failure and Recipient shall have thirty (30) days after receipt of such notice to correct such failure. In the event Recipient fails to cure the failure within such thirty (30) day period, Recipient shall within ten (10) days thereafter return all equipment purchased with the Grant and the balance of any Grant funds remaining to City.
16. After the terms of the equipment grant agreement are signed and fulfilled, the City of Dubuque releases ownership of the equipment to the awarded applicant.

CITY OF DUBUQUE, IOWA

By:

Michael C. Van Milligen, City Manager

Date: _____

GRANT RECIPIENT

By:

Its:

Date: _____

PEG ACCESS CHANNEL OPERATOR EQUIPMENT GRANT DETAILS

The PEG Access Channel Operator Equipment Grant is dedicated to supporting the operations of the City of Dubuque's public, educational, and governmental (PEG) access channels. Channel operations include but are not limited to the maintenance of broadcasting equipment, scheduling of PEG programming, the creation of PEG programming, and general daily support of PEG channel operations.

Through this opportunity, equipment is funded to organizations that operate and produce content for one of Dubuque's PEG channels.

ELIGIBILITY AND PROCESS OVERVIEW

WHO CAN APPLY: Applications are limited to organizations that operate and manage one or more of the City of Dubuque's PEG access channels.

WHAT CAN BE REQUESTED: Production equipment related to channel operations and the creation of PEG programming is eligible for this request. Applicants must complete application materials which include a list of requested equipment, a proposal to how the equipment will be used to advance channel operations and programming creation, and a minimum of three vendor quotes for the requested items.

Subscription-based software is not applicable through the PEG Access Channel Operator Equipment Grant.

Computers and laptops may be requested; however, applicants must receive direct quotes from a reseller or distributor. Quotes must include built specs suggested by a computer specialist based on the video performance needs. Please include contact information and a reference number for each quote.

WHEN: Channel Operator Equipment Grant can be submitted for review at any time, however operators are encouraged to submit applications by a date determined by the Cable TV Commission, to be considered during the Cable TV Commission's yearly review of Community PEG Equipment Grant applications.

CONSIDERATION PROCESS: Commissioners will vote to either recommend funding, partial funding, or not funding the PEG Access Channel Operator Equipment Grant requests based off the following criteria:

- Eligibility requirements
- Completion of application materials
- Requested equipment supports the production of access programming
- Applicant demonstrates sufficient knowledge regarding use of requested equipment

Please note, the Cable TV Commission serves as an advisory commission. Their recommendations related to PEG Access Channel Operator Equipment Grant requests will go before the Dubuque City Council for final approval.

APPLICATION REQUIREMENTS: Applications must be completed online using the PEG Access Channel Operator Equipment Request form and will require applicants to provide:

- Requested Equipment List
 - An equipment list that includes a product name, model number, and quantity for each requested item must be submitted.
- Plan for Use of Requested Equipment
 - Applicants must provide a proposal that details how the requested equipment will be used and how it will assist in the advancement of channel operations or the creation of video programming.
- Procurement of 3 Vendor Quotes
 - Quotes from 3 different vendors must be included for all items requested.
 - If a vendor does not carry a specific item, applicants can instead list a similar item from that vendor or provide an additional quote from an additional vendor for that specific item.
- Proof of Quotes
 - A proof of quote is required for each listed vendor. A proof of quote must come directly from the vendor or the vendor's site and must show the requested item(s), listed prices, and quantities.
 - A PDF of a shopping cart is an acceptable proof of quote, however it must list each item, cost, quantity, and clearly show that it is from the vendor's website.
 - Quotes for computers and laptops must include built specs suggested by a computer specialist based on video performance needs. Proof of quote must include these specs and include contact information and a reference number.

TERMS OF AGREEMENT

If a PEG Access Channel Operator Equipment Grant request is supported by the Cable TV commission for funding, the applicant must enter into an agreement with the City of Dubuque for proper use of the equipment. A typical agreement includes, but is not limited to, the requirement that:

- Equipment is used solely for non-commercial purposes.
- Channel operator oversees daily operations of a PEG channel.
- A minimum of 20 programs with a cumulative of runtime of 90 minutes is produced yearly.
- A year-end grant report is presented to the Cable TV Commission and includes:
 - List of access programming created, including total run times and short description of each program.
 - Video sample of programming created.

- Written report of how equipment was used for channel operations or production of video programming.
- Recipient commits to producing content, including all key production elements, without the substantial use of artificial intelligence (AI) assistance.
- All equipment is returned to the City of Dubuque if applicant fails to fulfill the terms of this agreement or ceases channel operations.
- Four years after the terms of the equipment grant agreement are signed and fulfilled, the City of Dubuque releases ownership of the requested equipment to the awarded applicant.

Non-applicable purchases: Subscription-based software and equipment determined by the commission to not have significant value or relation to the creation of PEG programming.

PEG ACCESS CHANNEL OPERATOR EQUIPMENT GRANT AWARD AGREEMENT

BETWEEN

THE CITY OF DUBUQUE, IOWA

AND

This City of Dubuque Public, Educational, and Governmental (PEG) Access Channel Operator Equipment Grant Award Agreement (Agreement), dated for reference purposes the ____ day of _____, YEAR, is made and entered into by and between the City of Dubuque, Iowa (City) and _____ (Recipient).

Whereas, City provides a PEG Access Channel Operator Equipment Grant to support Dubuque PEG channel programming or operation; and,

Whereas, Recipient has submitted a grant application outlining plans for equipment used in the support PEG access channel programming or operation; and,

Whereas, City has approved the grant application on the terms and conditions set forth herein.

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

1. City hereby awards a grant (the Grant) to Recipient for requested equipment in the amount of \$_____.
2. The equipment purchased through the Grant must be used for the purpose(s) described in the grant application for funding, a copy of which is attached hereto and incorporated herein.
3. All equipment purchased with the Grant shall remain the property of City.
4. Any unused portion of the Grant request shall be credited to City's PEG Access Equipment Fund.
5. Equipment purchased with the Grant shall be used solely for non-commercial purposes and cannot be used to produce media intended for sale.
6. Recipient accepts liability of the awarded equipment and use of the equipment.

7. Recipient must annually produce a minimum of 20 programs with a cumulative total runtime 90 minutes for broadcast on the appropriate local PEG channel.
8. Recipient must present a year-end grant report to the Cable TV Commission within which includes:
 - a. List of access programming created, including total run times and short description of each program.
 - b. Video sample of programming created.
 - c. Written report of how equipment was used for channel operations or production of video programming.
9. Recipient commits to producing content, including all key production elements, without the substantial use of artificial intelligence (AI) assistance.
10. Recipient must reside in or maintain a principal place of business within the city limits of the City of Dubuque, Iowa at times while in possession of the equipment, and agrees to promptly notify and return the equipment should Recipient no longer meet this requirement.
11. The equipment must remain in the possession of Recipient. Possession of the equipment cannot be transferred to any person or entity. If Recipient can no longer manage the equipment, arrangements with City to return the equipment must be made.
12. Failure by Recipient to abide by the terms and conditions of this Agreement within 18 months may result in forfeiture of the equipment purchased with the Grant. City shall provide written notice to Recipient of any such failure and Recipient shall have thirty (30) days after receipt of such notice to correct such failure. In the event Recipient fails to cure the failure within such thirty (30) day period, Recipient shall within ten (10) days thereafter return all equipment purchased with the Grant and the balance of any Grant funds remaining to City.
13. Four years after the terms of the equipment grant agreement are signed and fulfilled, the City of Dubuque releases ownership of the requested equipment to the awarded applicant.

CITY OF DUBUQUE, IOWA

By:

Michael C. Van Milligen, City Manager

Date: _____

GRANT RECIPIENT

By:

Its:

Date: _____

**City of Dubuque
City Council**

CONSENT ITEMS # 8.

ITEM TITLE: FY2025 Main Street Iowa Program Agreement

SUMMARY: City Manager recommending City Council adopt a resolution approving the Program Agreement among Dubuque Main Street Ltd., the City of Dubuque, and the Iowa Economic Development Authority.
RESOLUTION Approving An Agreement By And Among The Iowa Economic Development Authority, Dubuque Main Street, Ltd. And The City Of Dubuque Providing For The Dubuque Main Street Program In The City Of Dubuque

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

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Main Street Agreement
4. Resolution of Approval

TO: The Honorable Mayor and City Council Members
FROM: Michael C. Van Milligen, City Manager
SUBJECT: FY2025 Main Street Iowa Program Agreement
DATE: December 10, 2024

Economic Development Director Jill Connors is recommending City Council adopt a resolution approving the Program Agreement among Dubuque Main Street Ltd., the City of Dubuque, and the Iowa Economic Development Authority.

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
Danielle Jacobs, Dubuque Main Street



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: FY2025 Main Street Iowa Program Agreement

DATE: December 9, 2024

INTRODUCTION

The purpose of this memorandum is to request approval of the Program Agreement among Dubuque Main Street Ltd., the City of Dubuque, and the Iowa Economic Development Authority.

BACKGROUND

Dubuque Main Street Ltd. (DMS) is a downtown development organization developed to promote the revitalization of downtown. Specifically, the organization coordinates downtown revitalization aimed at the creation and retention of jobs, prevention and elimination of slum and blight, enhancement of the local tax base, and capturing of private investment. Their mission includes the development of ongoing public awareness and education programs designed to enhance appreciation of the district's architecture and other assets. DMS maintains an affiliation with the National Main Street Center and the State of Iowa Main Street program through the Iowa Economic Development Authority (IEDA). To maintain this affiliation, IEDA requires an annual Program Agreement signed by representatives of DMS, the City of Dubuque and IEDA.

DISCUSSION

Attached is the Program Agreement provided by IEDA. Included in the Agreement is a requirement that Dubuque Main Street must "obtain from the City's governing body a Resolution of Support of the Local Main Street Program" (detailed in Section 8 of the attached).

This language is consistent with the annual Contracted Services Agreement between the City of Dubuque and DMS. The City is providing \$96,211 in Fiscal Year 2025 and has a City Council representative on the board of directors. The FY 2025 Contracted Service Agreement dated July 1, 2024, was approved and executed by City Council. The annual Contracted Service Agreement will expire on June 30, 2025. The IEDA Program Agreement will expire December 31, 2025.

RECOMMENDATION/ ACTION STEP

I respectfully recommend the approval of the attached Program Agreement and Resolution.

cc: Danielle Jacobs, Dubuque Main Street
Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager

MAIN STREET IOWA PROGRAM CONTINUATION AGREEMENT

THIS MAIN STREET IOWA PROGRAM CONTINUATION AGREEMENT (“Agreement”) is entered into and executed by the Iowa Economic Development Authority (the “IEDA”), the City of Dubuque (the “City”), and Dubuque Main Street (the “Local Main Street Program”) (Individually “Party” and Jointly, the “Parties”).

WHEREAS, the IEDA administers the Main Street Iowa Program (the “MSI Program”); and

WHEREAS, the City was selected to participate in the MSI Program in 1985 and entered into a Program Agreement with the IEDA pursuant to which the City and the Local Main Street Program established a partnership with IEDA; and

WHEREAS, the City and the Local Main Street Program desire to continue to participate in the MSI Program; and

WHEREAS, the IEDA desires to continue the relationship which has been established with the City and the Local Main Street Program;

NOW THEREFORE, in consideration of the foregoing and mutual covenants and agreements contained herein, the Parties agree as follows:

SECTION I. The Local Main Street Program agrees to:

1. Main Street Revitalization Focus:

- a. Maintain the Local Main Street Program’s focus on the revitalization of the designated Main Street district utilizing the Main Street Approach™. This focus should be reflected in the program’s annual plan of action, goals and objectives, vision, and mission statement.
- b. Promote the revitalization of the Main Street district through advocacy of tools and resources that support district investment, for example: development incentives, ordinances and policy that promote the revitalization of the district, design guidelines or standards that promote the protection of the traditional character of the district, district development planning, etc.

2. Main Street Paid Executive Director:

- a. Employ a paid executive director for the Local Main Street Program. The executive director will be responsible for the day-to-day administration of the Local Main Street Program in the City. The Local Main Street Program and the City will work to the best of their ability to provide professional support, competitive compensation, and benefits for the executive director position. The Local Main Street Program will comply with the following hiring expectations based on population and organization structure:
 - i. Communities with a population of over 5,000 and that have an organization solely dedicated to the revitalization efforts of the designated Main Street district are required to employ an executive director full-time (or full-time equivalent), 40 hours per week, that is dedicated to the revitalization efforts of

the designated local Main Street District.

- ii. Communities with a population over 5,000 and that have an organization that is not solely dedicated to the revitalization of the designated Main Street District (e.g. organization combined with a local chamber, tourism, community/county economic development, City, etc.) are required to employ an executive director full-time (or full-time equivalent), 40 hours per week, that is dedicated to the revitalization efforts of the local Main Street District and the organization must have additional staff dedicated to the other focus area(s) outside of the designated Main Street District.
 - iii. Communities with a population under 5,000 and that have an organization solely dedicated to the revitalization efforts of the designated Main Street District are required to employ an executive director that works at least 25 hours per week, that is dedicated to the revitalization efforts of the designated local Main Street district.
 - iv. Communities with a population under 5,000 and that have an organization that is not solely dedicated to the revitalization of the designated Main Street District (e.g. organization combined with a local chamber, tourism, community/county economic development, City, etc.) are required to employ an executive director full-time, 40 hours per week, who dedicates at least 25 hours per week to the revitalization efforts of the local Main Street District and 15 hours per week dedicated to the other focus areas outside of the designated local Main Street District.
 - b. In the event the executive director position is vacated during the time of this agreement, the Local Main Street Program shall provide a written timeline to fill the position to the IEDA and fill the position within 120 days following the day the position was vacated. Upon hiring, the Local Main Street Program shall inform IEDA of the newly hired executive director's start date and contact information.
 - c. Develop and maintain an accurate position description for the executive director, a copy of which shall be provided to IEDA. The position description must include the rate of compensation and describe the professional activities for which the executive director is responsible.
 - d. Maintain applicable worker's compensation insurance for the executive director and staff.
3. Designated Main Street District: Submit to IEDA a current map of the approved designated Main Street district contemporaneously with the execution of this Agreement.
 4. Local Main Street Program Office: Maintain an office within the designated boundaries of the local Main Street district.
 5. Main Street Economic Impact Reporting:
 - a. Submit economic impact reports on or before the due dates established by IEDA documenting the progress of the Local Main Street Program's activities.
 - b. If the Local Main Street Program fails to submit an economic impact report by the established due date, Main Street Iowa services, including but not limited to, design services, business support services, eligibility for grant applications, Main Street Iowa Development Awards nominations, and targeted technical assistance visits may be suspended until the Local Main Street Program has submitted all required reports.

6. National Main Street Accreditation:

- a. Maintain National Main Street America Accreditation. This agreement will be terminated pursuant to Article 9 if the Local Main Street Program fails to meet the National Main Street Accreditation standards during two consecutive accreditation rounds.
- b. Present results of Main Street America Accreditation process to local City partners (council and/or staff) each year following Main Street America announcement of national accreditation recognitions.
- c. Maintain a "Main Street America Member Community" membership with Main Street America.
- d. Use the words "Main Street" when referring to and marketing the Local Main Street Program, either as an official part of the organization's name or as a tagline such as "A Main Street Iowa Program". As a designated Main Street Iowa community, the Local Main Street Program shall include the Main Street America and Main Street Iowa logos on all communication materials.

7. Training Requirements:

- a. Participate, as required by the IEDA, in training sessions as scheduled throughout the term of this agreement. To remain in compliance and to be eligible for Main Street America National Accreditation, the Local Main Street Program shall be represented at both days, in their entirety, of the three (3) annual training sessions that have been designated as mandatory on the MSI Program calendar. Registration and all related travel expenses for training will be paid by the Local Main Street Program.
- b. Any newly hired executive director will be required to participate in Main Street orientation as soon after the hire date as feasible. Registration and all related travel expenses for training will be paid by the Local Main Street Program.

8. Demonstrated Support:

- a. Obtain from the City's governing body a resolution of support of the Local Main Street Program and submit the approved resolution to IEDA with this agreement. This resolution must demonstrate a commitment to provide city funding to support the ongoing operation of the Local Main Street Program, appoint a City official to represent the City on the Local Main Street Program governing board of directors and communicate that the City will continue to follow the Main Street Approach™ as developed by Main Street America and espoused by Main Street Iowa for Main Street district revitalization.
- b. Obtain a Resolution of Support from the Local Main Street Program governing board and submit the approved resolution with this agreement. This resolution must demonstrate the local Main Street board of directors' commitment to continuing local Main Street district revitalization following the Main Street Approach™ as developed by Main Street America and espoused by the MSI Program.

9. Compliance:

- a. Not assign this agreement to another organization without obtaining prior written approval of the IEDA.
- b. Remain in compliance with the requirements of the MSI Program as outlined in this agreement and the administrative rules for the MSI Program at 261 Iowa Administrative Code Chapter 39. If the IEDA finds that the Local Main Street Program is not in compliance with the requirements of this program agreement, the following procedures

will apply:

- i. IEDA shall issue an “Initial Warning” describing the Local Main Street Program’s failure to comply with this agreement and provide guidance on how to comply. The Local Main Street Program will have 90 days to resolve its non-compliance. During this 90-day period, all Main Street Iowa services, with the exception of targeted technical assistance to help the Local Main Street Program mitigate non-compliant items, will be suspended. At the end of the 90-day period, the IEDA will evaluate whether the Local Main Street Program has resolved its non-compliance.
- ii. If the Local Main Street Program is not in compliance at the end of the 90-day Initial Warning period, the IEDA may issue a Final Warning notifying the Local Main Street Program that, if the Local Main Street Program is not in compliance within 90 days after issuance of the Final Warning, Main Street Iowa may terminate this Agreement.
- iii. The IEDA will send Notice of Termination via email to the local Main Street Executive Director, Main Street Board President, and City Mayor. Termination of this Agreement will result in the loss of recognition as a participant in the MSI Program and discontinuation of all Main Street Iowa services provided by IEDA.
- iv. Within 30 days after issuance of the Notice of Termination, the Local Main Street Program shall cease using the trademarked brand “Main Street” and/or “Main Street Program” in its name or as part of its organization’s identity and remove all references to the Main Street program on websites, social media, marketing materials, and remove Main Street Iowa highway sign.
- v. The City may reapply for Main Street Iowa designation in a future Main Street Iowa application round hosted by the IEDA.

SECTION II. The CITY agrees to:

1. Main Street Revitalization Support:
 - a. Support and partner with the Local Main Street Program’s focus on the revitalization of the designated Main Street district utilizing the Main Street Approach™.
 - b. Support the revitalization of the Main Street district by utilizing tools and resources that support Main Street district investment, for example: development incentives, ordinances and policy that promote the revitalization of the district, design guidelines or standards that promote the protection of the traditional character of the district, district development planning, etc.
2. Main Street Financial Support: Invest financially into the operation of the Local Main Street Program.
3. National Main Street Accreditation: Support the Local Main Street Program in compliance with this Agreement and with the completion of the annual Main Street America Accreditation.
4. Demonstrated Support: Pass a resolution that demonstrates the City’s support of the Local Main Street Program and revitalization of the downtown/designated Main Street district as an important element of the City's economic development strategy. In the resolution, the City

must commit to providing funding for the Local Main Street Program, appoint a City official to represent the City on the Local Main Street Program governing board and commit to continuing to follow the Main Street Approach™ as developed by Main Street America and espoused by the MSI Program.

SECTION III. The IEDA agrees to:

1. National Main Street Accreditation: Administer the Main Street America Accreditation process in Iowa on behalf of Main Street America and recognize Local Main Street Programs and Cities that successfully meet the Main Street America Accreditation Standards.
2. Main Street Technical Assistance:
 - a. Maintain a team of downtown revitalization specialists, including a Main Street Iowa State Coordinator, to manage communication between the Local Main Street Program, City, the Main Street Iowa Program, and state government agencies.
 - b. Provide, as requested and as can be scheduled, on-site technical assistance to the Local Main Street Program and City by one or more downtown revitalization specialists. Technical assistance may include design, economic vitality, promotion, organization, committee training, board planning retreat facilitation, and action planning.
 - c. Conduct an on-site partnership visit at least once every two years.
 - d. Provide continuing advice and information to the Local Main Street Program and City.
3. Main Street Training:
 - a. Coordinate at least three statewide training sessions annually for Local Main Street Programs and Cities. The nature of training to be provided at each session shall be based on the combined needs of all Iowa Main Street Communities.
 - b. Conduct at least three MSI Program orientations for all new executive directors and Local Main Street Program board members and volunteers. The orientation will introduce the participants to the MSI Program and to their immediate responsibilities.
 - c. Offer optional regional training sessions.
 - d. Statewide training sessions, orientations, and optional regional training sessions may be virtual, as determined by IEDA.
4. Main Street Network: Support and maintain the network of designated Main Street Iowa communities through communication, regular programming updates, networking opportunities, and peer-to-peer learning.

SECTION IV. The PARTIES hereto otherwise agree as follows:

1. The term of this Agreement shall be for a period of twelve (12) months beginning January 1, 2025 and ending December 31, 2025.
2. This Agreement may be amended by a written agreement to amend the Agreement signed by all three Parties, provided that the IEDA may unilaterally amend this Agreement to comply with legislative, administrative, and policy changes by the federal or state government.
3. Should any governmental unit enact, promulgate, or adopt laws, regulations, rules, or policies

which alter or in any way affect the MSI Program, the City and the Local Main Street Program shall not hold IEDA liable in any manner for the resulting changes.

4. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors.
5. No Party shall discriminate against any employee or applicant for employment because of race, color, sex, age, disability, creed, religion, sexual orientation, gender identity, marital status, or national origin.
6. Any Party may terminate this Agreement without cause after 30 days written notice to the other two parties.
7. This Agreement supersedes any previous agreements or negotiations, whether oral or written.
8. Nothing contained in this Agreement shall create any employer-employee relationship between or among any of the Parties.

IN WITNESS WHEREOF, the parties have executed this agreement.

BY: _____
Mayor Signature Date

Mayor Printed Name Dubuque, IA
City

BY: _____
Board President Signature Date

Board President Printed Name Dubuque Main Street
Local Main Street Program

BY: _____
Deborah V. Durham, Director
Iowa Economic Development Authority Dat

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

RESOLUTION NO. ____-25

APPROVING AN AGREEMENT BY AND AMONG THE IOWA ECONOMIC DEVELOPMENT AUTHORITY, DUBUQUE MAIN STREET, LTD. AND THE CITY OF DUBUQUE PROVIDING FOR THE DUBUQUE MAIN STREET PROGRAM IN THE CITY OF DUBUQUE

WHEREAS, an Agreement by and among the Iowa Economic Development Authority, Dubuque Main Street, LTD. and the City of Dubuque has been prepared for the purpose of continuing the Local Main Street Program in the City of Dubuque; and

WHEREAS, this Agreement is pursuant to contractual agreements between Dubuque Main Street, LTD., and the Iowa Economic Development Authority to assist in the revitalization of the designated Main Street District of the City of Dubuque Iowa; and,

WHEREAS, the City Council of the City of Dubuque endorses the goal of economic revitalization of the Main Street District within the context of preservation and rehabilitation of its historic buildings and supports the continuation of the Main Street Approach as developed by Main Street America and espoused by Main Street Iowa.

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

Section 1. That the City of Dubuque hereby agrees to support both financially and philosophically the work of Dubuque Main Street, LTD., designates the Main Street, LTD. Board to supervise the Executive Director, and commits to appoint a City official to represent the City on the local Main Street LTD. Board. The source of funds to support Dubuque Main Street will be from the City's General Fund.

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

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

Passed, approved and adopted this 16th day of December, 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 9.

ITEM TITLE:	State of Iowa Business Financial Assistance Contract among Universal Tank & Fabrication Inc., the City of Dubuque, and the Iowa Economic Development Authority
SUMMARY:	City Manager recommending City Council adopt the attached resolution approving Economic Development Assistance Contract 25-HQJP-006 by and among Universal Tank & Fabrication, Inc., the City of Dubuque, and IEDA for an investment of approximately \$4,925,000 for the expansion of its operations in Dubuque. RESOLUTION Approving The Contract For State Business Financial Assistance By And Among Universal Tank & Fabrication Inc., The City Of Dubuque, Iowa, And The Iowa Economic Development Authority
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)
ATTACHMENTS:	
	1. MVM Memo 2. Staff Memo 3. IEDA Contract 25-HQJP-006 4. Resolution of Approval

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: State of Iowa Business Financial Assistance Contract among Universal Tank & Fabrication Inc., the City of Dubuque, and the Iowa Economic Development Authority

DATE: December 11, 2024

Economic Development Director Jill Connors is recommending City Council adopt the attached resolution approving Economic Development Assistance Contract 25-HQJP-006 by and among Universal Tank & Fabrication, Inc., the City of Dubuque, and IEDA for an investment of approximately \$4,925,000 for the expansion of its operations in Dubuque. The proposed project would create a minimum of 10 new full-time jobs, in keeping with the City incentive policy, and promote the City's goal of creating a robust local economy with diverse businesses and jobs and economic prosperity.

Universal Tank & Fabrication, Inc. has executed a development agreement with the City of Dubuque to construct an approximately 28,000 square foot expansion of their manufacturing facility at an approximate cost of \$4,925,000.

IEDA has awarded the company up to \$274,600 in tax incentives as a part of the High-Quality Jobs Program. The City Council has emphasized business growth and retention as one of its goals and priorities for the future of Dubuque. Approving the contract award with Universal Tank & Fabrication, Inc. will strengthen the company's ability to expand and hire within the City of Dubuque and the State of Iowa.

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 13th 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: **State of Iowa Business Financial Assistance Contract among Universal Tank & Fabrication Inc., the City of Dubuque, and the Iowa Economic Development Authority**

DATE: December 11, 2024

INTRODUCTION

This memorandum presents for City Council review and approval a resolution authorizing Contract 25-HQJP-006 by and among Universal Tank & Fabrication Inc., the City of Dubuque, and the Iowa Economic Development Authority (IEDA).

BACKGROUND

Universal Tank & Fabrication, Inc., a Delaware corporation with its principal place of business in Dubuque, manufactures pressure vessels, tanks and related fabrications for a broad customer base extending across North America. Their products are used in various markets that include Water (municipal, waste and industrial segments), Air, Energy (biofuels), Pharmaceutical, and an extensive “Other” category for custom, one-off projects. Here is a small list of the types of products manufactured:

- autoclaves for retreading tires manufactured for one of the largest tire companies in the world
- water filtration vessels that clean radium from drinking water
- process skids for mixing the newest types of asphalt for some of the largest energy companies in the world
- vessels that capture landfill gases and recycle them into usable energy products
- vacuum trucks used for municipal and industrial applications

Most of what they build isn’t considered production or repeatable, rather project specific requiring a dynamic and skilled workforce.

DISCUSSION

Universal Tank & Fabrication, Inc. has executed a development agreement with the City of Dubuque to construct an approximately 28,000 square foot expansion of their manufacturing facility at an approximate cost of \$4,925,000.

IEDA has awarded the company up to \$274,600 in tax incentives as a part of the High Quality Jobs Program. The City Council has emphasized business growth and retention as one of its goals and priorities for the future of Dubuque. Approving the contract award with Universal Tank & Fabrication, Inc. will strengthen the company's ability to expand and hire within the City of Dubuque and the State of Iowa.

RECOMMENDATION/ ACTION STEP

I recommend that the City Council adopt the attached resolution approving Economic Development Assistance Contract 25-HQJP-006 by and among Universal Tank & Fabrication, Inc., the City of Dubuque, and IEDA for an investment of approximately \$4,925,000 for the expansion of its operations in Dubuque. The proposed project would create a minimum of 10 new full-time jobs, in keeping with the City incentive policy, and promote the City's goal of creating a robust local economy with diverse businesses and jobs and economic prosperity.

***ECONOMIC DEVELOPMENT
ASSISTANCE CONTRACT***

BY

UNIVERSAL TANK & FABRICATION INC.,

THE CITY OF DUBUQUE,

AND THE

IOWA ECONOMIC DEVELOPMENT AUTHORITY

CONTRACT NUMBER: 25-HQJP-006

DRAFT

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ARTICLE 8:	COVENANTS OF THE COMMUNITY
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CONTRACT EXHIBITS

Exhibit A -	Recipient's Financial Assistance Application (on file with IEDA), Application # BFAA-000863
Exhibit B-1	High Quality Jobs Program - Tax Credit Special Conditions
Exhibit C -	Description of the Project and Award Budget
Exhibit D -	Job Obligations
Exhibit E -	Reserved
Exhibit F -	Reserved

Economic Development Assistance Contract

RECIPIENT:	UNIVERSAL TANK & FABRICATION INC.
COMMUNITY:	CITY OF DUBUQUE
CONTRACT NUMBER:	25-HQJP-006
AWARD DATE:	NOVEMBER 15, 2024
AWARD AMT. – TAX INCENTIVES	\$274,600

This ECONOMIC DEVELOPMENT ASSISTANCE CONTRACT (Contract) is made as of the Contract Effective Date by the Iowa Economic Development Authority (IEDA or Authority), 1963 Bell Avenue, Suite 200, Des Moines, IA 50315, and Universal Tank & Fabrication Inc. (Recipient), 8025 Chavenelle Rd., Dubuque, IA 52002 and the City of Dubuque (Community), 50 W. 13th Street, Dubuque, IA 52001.

WHEREAS, the Recipient submitted an application to IEDA requesting assistance in financing its Project as more fully described in Exhibit C, *Description of the Project and Award Budget* (the Project); and

WHEREAS, the Iowa Economic Development Authority Board (IEDA Board) awarded the Recipient assistance for the Project from the funding sources identified herein (collectively, the Award), all of which are subject to the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound, the Recipient, the Community, and IEDA agree to the following terms:

ARTICLE 1: CONTRACT DURATION

This Contract shall be in effect on the Contract Effective Date and shall remain in effect until after completion of each of the following:

(a) *Through Project Completion Date.* Through the Project Completion Period and for a reasonable period of time after Project Completion Date during which IEDA will conduct Project closeout procedures to verify that the Project was completed in compliance with Contract requirements.

(b) *Through Maintenance Period Completion Date and Contract Closeout.* Through the Maintenance Period Completion Date and for a reasonable period of time after Maintenance Period Completion Date during which IEDA will conduct closeout procedures to verify that the Project was maintained in compliance with Contract requirements.

(c) *Repayment or Payment Obligation.* Until all outstanding amounts due to IEDA, if any, are received by IEDA or all outstanding obligations to IEDA are satisfied in full.

(d) *Contract End Date.* Until IEDA has completed Contract closeout procedures and provided Recipient and Community with written Notice of Final Contract Closeout. This Contract shall terminate as of the date stated in the written Notice of Final Contract Closeout. Such date shall be the Contract End Date.

ARTICLE 2: DEFINITIONS

The following terms apply to this Contract:

“Affiliate” means any entity to which any of the following applies:

- a. Directly, indirectly, or constructively controls another entity.
- b. Is directly, indirectly or constructively controlled by another entity.
- c. Is subject to the control of a common entity. A common entity is one which owns directly or individually more than ten percent of the voting securities of the entity.

“Award” means any and all assistance provided by IEDA for the Project under this Contract.

“Award Date” means the date first stated in this Contract and is the date the IEDA Board approved the award of financial assistance to the Recipient for the Project.

“Award Funds” means the cash that is provided by IEDA for this Project as Project Completion Assistance, including loans.

“Base Employment Level” means the number of Full-Time Equivalent positions as established by IEDA and Recipient using Recipient’s payroll records, as of the date Recipient applied for Tax Incentives or Project Completion Assistance. The number of jobs Recipient has pledged to create and retain shall be in addition to the Base Employment Level.

“Benefits” means nonwage compensation provided to an employee. Benefits include medical and dental insurance plans, pension, retirement, and profit-sharing plans, child care services, life insurance coverage, vision insurance coverage, and disability insurance coverage.

“Brownfield site” means an abandoned, idled, or underutilized property where expansion or redevelopment is complicated by real or perceived environmental contamination. A brownfield site includes property contiguous with the site on which the property is located. A brownfield site does not include property which has been placed, or is proposed for placement, on the national priorities list established

pursuant to the federal Comprehensive Environmental Response, Compensation, and Liability Act, 42, U.S.C. 9601 et seq. In order to administer similar programs in a similar manner, the IEDA will attempt to apply this definition in substantially the same way as similar definitions are applied by the Brownfield Advisory Council established in Iowa code section 15.294 and may consult members of the council or other staff as necessary.

“Contract Effective Date” means the latest date on the signature page of this Contract.

“Contract End Date” means the date stated in the Notice of Final Contract Closeout issued by IEDA pursuant to Article 1.

“Created Job” means a new, permanent, Full-Time Equivalent (FTE) position added to Recipient’s payroll in excess of the Base Employment Level at the time of application for Tax Incentives or Project Completion Assistance.

“Full-Time Equivalent job,” “FTE,” or “full-time” means the employment of one person:

1. For 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, including paid holidays, vacations and other paid leave; or
2. The number of hours or days per week, including paid holidays, vacations and other paid leave, currently established by schedule, custom, or otherwise, as constituting a week of full-time work for the kind of service an individual performs for an employing unit, provided that the number of hours per week is at least 32 hours per week for 52 weeks per year including paid holidays, vacations, and other paid leave.

For purposes of this definition, “employment of one person” means the employment of one natural person and does not include “job sharing” or any other means of aggregation or combination of hours worked by more than one natural person.

“Grayfield site” means a property meeting all of the following requirements:

- a. The property has been developed and has infrastructure in place, but the property’s current use is outdated or prevents a better or more efficient use of the property. Such property includes vacant, blighted, obsolete, or otherwise underutilized property.
- b. The property’s improvements and infrastructure are at least twenty-five years old and one or more of the following conditions exists:
 - (1) Thirty percent or more of a building located on the property that is available for occupancy has been vacant or unoccupied for a period of twelve months or more.
 - (2) The assessed value of the improvements on the property has decreased by twenty-five percent or more.
 - (3) The property is currently being used as a parking lot.
 - (4) The improvements on the property no longer exist.
- c. The Authority will attempt to apply this definition in substantially the same manner as similar definitions are applied by the Brownfield Advisory Council established in Iowa code section 15.294.

“Job Obligations” means the jobs that must be created or retained as a result of receipt of state or federal financial assistance, Project Completion Assistance, or Tax Incentives from IEDA and that are required to meet the Qualifying Wage Threshold requirements. Recipient’s Job Obligations are specified in Exhibit D of this Contract. Jobs that do not meet the Qualifying Wage Threshold requirements shall not be counted toward Recipient’s job creation or job retention obligations contained in Exhibit D. The Job Obligations in Exhibit D include Recipient’s Base Employment Level and the number of new jobs required to be created above the Base Employment Level. If the Project is a Modernization Project, the Job Obligations will not include Created or Retained Jobs but the Recipient will be required to maintain the Base Employment Level.

“Laborshed Wage” means the Qualifying Wage Threshold applicable to Recipient’s Project as calculated pursuant to rule 261 IAC 173.2 and 261 IAC chapter 174 and as specified in Exhibit D of this Contract.

“Loan” means an Award of assistance with the requirement that the Award be repaid with term, interest rate, and other conditions specified as part of the conditions of the Award. “Loan” includes deferred loans, forgivable loans, and float loans. A “deferred loan” is one for which the payment for principal, interest, or both, is not required for some specified period. A “forgivable loan” is one for which repayment is eliminated in part or entirely if the borrower satisfies specified conditions. A “float loan” means a short-term loan, not to exceed 30 months, made from obligated but unexpended moneys.

“Maintenance Period” means the period of time between the Project Completion Date and the Maintenance Period Completion Date. The Project must be maintained in Iowa for this period of time.

“Maintenance Period Completion Date” means the date on which the Maintenance Period ends. The specific date on which the Maintenance Period ends is identified in Exhibit D.

“Modernization Project” means a Project in which no high quality jobs are created or retained but economic activity is furthered by the qualifying investment and will result in increased skills and wages for the current employees.

“Person” means as defined in Article 6.1(g) of this Contract.

“Project” means the description of the work and activities to be completed by the Recipient as outlined in Exhibit C - Description of the Project and Award Budget.

“Project Completion Assistance” means financial assistance or technical assistance provided to an eligible business in order to facilitate the start-up, location, modernization, or expansion of the business in this state and provided in an expedient manner to ensure the successful completion of the start-up location, modernization, or expansion project.

“Project Completion Date” means the date by which the Recipient of incentives or assistance has agreed to meet all the terms and obligations contained in this Contract. The Project Completion Date will be a date by which the project must be completed, all incented jobs must be created or retained, and all other applicable requirements must be met. The specific date on which the project completion period ends is identified in Exhibit D.

“Project Completion Period” means the period of time between the Award Date and the Project Completion Date.

“Qualifying Jobs” are those Created or Retained Jobs that meet or exceed the Qualifying Wage Threshold Requirement established to qualify for program funding for the programs providing assistance to this Project.

“Qualifying Wage Threshold” means the Laborshed Wage as calculated by IEDA pursuant to statute and rule for each program under which financial assistance or Tax Incentives for this Project are awarded. The Qualifying Wage Threshold Requirement for this Project is outlined in Exhibit D, Job Obligations.

“Recipient’s Employment Base” means the number of jobs as stated in Exhibit D – Job Obligations that the Recipient and IEDA have established as the Base Employment Level for this Project. The number of jobs the Recipient has pledged to create shall be in addition to the Recipient’s Employment Base.

“Retained Job” means an existing job that meets the Qualifying Wage Threshold Requirements and

would be eliminated or moved to another state if the Project did not proceed in Iowa.

“*Sufficient Benefits*” means that Recipient offers to each Full-Time Equivalent permanent position a benefits package that meets one of the following:

1. Recipient pays 70 percent of the premium costs for a standard medical plan for single employee coverage with the maximum deductible specified for this project in Exhibit D; or
2. Recipient pays 60 percent of the premium costs for a standard medical plan for employee family coverage with the maximum deductible specified for this project in Exhibit D; or
3. Recipient provides medical coverage and pays the monetary equivalent of paragraph “1” or “2” above in supplemental employee benefits. Benefits counted toward monetary equivalent could include medical coverage, dental coverage, vision insurance, life insurance, pension, retirement, 401k, profit sharing, disability insurance, and child care services.

“*Tax Incentives*” means the tax credits, refunds, or exemptions IEDA has awarded for this Project as detailed in Article 3.

“*Total Project Cost*” means the cost incurred by the Recipient to complete the Project as described in Exhibit C.

ARTICLE 3: AWARD TERMS

3.1 Total Award Amount. The IEDA Board has approved an Award to the Community and Recipient from the funding sources and in the maximum amounts shown below:

TAX INCENTIVES	FORM	MAXIMUM AMOUNT
High Quality Jobs Program	Tax Incentives	\$ 274,600
TOTAL STATE TAX INCENTIVES:		\$ 274,600

3.2 Terms and Conditions of Award. The terms and conditions of the Award shall be as described in this Contract and the following incorporated exhibit(s):

Exhibit B-1 High Quality Jobs Program – Tax Credit Component Special Conditions

ARTICLE 4: CONDITIONS TO AWARD; DISBURSEMENT AND ISSUANCE TERMS

4.1 Reserved.

4.2 Tax Incentives–Conditions to Issuance of Tax Credit Number.

(a) *Tax Credit Number Required to Claim Incentives.* Recipient shall not claim the Tax Incentives described in Article 3 until IEDA has issued a tax credit number for this Project and Recipient has undertaken the activities described in this Contract and the applicable law to be eligible for such Tax Incentives.

(b) *Issuance of Tax Credit Number.* Upon satisfaction of the conditions described herein, IEDA will issue a tax credit number to the Recipient for this Project. The tax credit number shall be used in preparing any claims for Tax Incentives.

(c) *Conditions to Issuance of Tax Credit Number.* The obligation of IEDA to issue a tax credit number shall be subject to the conditions precedent described in Article 4.

(d) *Documents Submitted.* IEDA shall have received the documents described in section 4.3, properly executed and completed, and approved by IEDA as to form and substance, prior to issuing any tax credit number.

4.3 Documents required.

(a) *Contract.* Fully executed Contract.

(b) *Incorporation Documents.* Copies of the Articles of Incorporation or the Articles of Organization, whichever is appropriate, of the Recipient, certified in each instance by its secretary or assistant secretary.

(c) *Certificate of Existence; Certificate of Authority.* A certificate of existence for the Recipient from the State of incorporation or organization, whichever is appropriate, and a certificate of authority authorizing the Recipient to conduct business in the state of Iowa, if it is not organized or incorporated in Iowa.

(d) *Results of Lien and Tax Search and Documentation of Satisfactory Credit History.* Financing statement, tax and judgment lien search results, in the Recipient's state of incorporation or organization, against the Recipient and/or the property serving as the Recipient's security under this Contract, and documentation of satisfactory credit history of the Recipient and guarantors, as applicable, with no judgments or unsatisfied liens or similar adverse credit actions.

(e) *Other Required Documents.* Such other contracts, instruments, documents, certificates and opinions as IEDA may reasonably request.

(f) *Solid or Hazardous Waste Audit.* To comply with Iowa Code section 15A.1(3)"b," if the Recipient generates solid or hazardous waste, it must either: a) submit a copy of the Recipient's existing in-house plan to reduce the amount of waste and safely dispose of the waste based on an in-house audit conducted within the past 3 years; or b) submit an outline of a plan to be developed in-house; or c) submit documentation that the Recipient has authorized the Iowa Department of Natural Resources or Iowa Waste Reduction Center to conduct the audit.

(g) *Release Form – Confidential Tax Information.* A signed Authorization for Release of Confidential State Tax Information form to permit IEDA to receive the Recipient's state tax information directly from the Iowa Department of Revenue for the purpose of evaluation and administration of Tax Incentives and other state financial assistance programs.

(h) *Project Financial Commitments.* The Recipient shall have submitted documentation acceptable to IEDA from the funding sources identified in Exhibit A committing to the specified financial involvement in the Project and received the IEDA's approval of the documentation. The documentation shall include the amount, terms and conditions of the financial commitment, as well as any applicable schedules and may include agreements and resolutions to that effect.

(i) *State Building Code Bureau Approval.* If any part of the Award proceeds will be used for the construction of new buildings and if any of the following applies:

1. The building or structure is located in a governmental subdivision which has not adopted a local building code; or

2. The building or structure is located in a governmental subdivision which has adopted a building code, but the building code is not enforced; or

3. Bidding for construction shall not be conducted prior to obtaining written approval of the final plans by the State Building Code Bureau of the Iowa Department of Public Safety.

4.4 Suspension, Reduction or Delay of Award. Any one or more of the following shall be grounds for IEDA to suspend, delay or reduce the amount of disbursement of Award Funds or delay the issuance of a tax credit number or receipt of Tax Incentives:

(a) *Suspected event of default.* If IEDA believes an event of default has occurred, IEDA has the discretion to temporarily suspend or delay disbursement or issuance of the Award Funds or Tax Incentives while the suspected event of default is being investigated or resolved.

(b) *Unremedied event of default.* Upon the occurrence of an Event of Default, as defined in this Contract, by the Recipient, IEDA may suspend payment or issuance of the Award to the Recipient until such time as the default has been cured.

(c) *Layoff, closure or relocation.* In the event the Recipient experiences a layoff within the state of Iowa, relocates, closes any of its Iowa facilities or for Modernization Projects, reduces its Base Employment Level, IEDA has the discretion to reduce or eliminate some or all of the Award.

(d) *Reduction, discontinuance or alteration of state funding/programs.* Any termination, reduction, or delay of funds or Tax Incentives available due, in whole or in part, to (i) lack of, reduction in, or a deappropriation of revenues or Tax Incentives previously appropriated or authorized for this Contract, or (ii) any other reason beyond the IEDA's control may, in the IEDA's discretion, result in the suspension, reduction or delay of Award Fund or authorization or issuance of Tax Incentives to the Recipient.

4.5 Closing Cost Fee. Upon execution of the contract and prior to the issuance of a tax credit number or the disbursement of Award Funds, an eligible business shall remit to the Authority a one-time compliance cost fee in the amount of \$500.

ARTICLE 5: RESERVED.

ARTICLE 6: REPRESENTATIONS AND WARRANTIES

6.1 Representations of Recipient. The Recipient represents and warrants to IEDA as follows:

(a) *Organization and Qualifications.* The Recipient is duly organized, validly existing and in good standing under the state of its incorporation or organization, whichever is appropriate, and is authorized to conduct business in the state of Iowa. The Recipient has full and adequate power to own its property and conduct its business as now conducted, and is duly licensed or qualified and in good standing in each jurisdiction in which the nature of the business conducted by it or the nature of the property owned or leased by it requires such licensing or qualifying, except where the failure to so qualify would not have a material adverse effect on the Recipient's ability to perform its obligations hereunder.

(b) *Authority and Validity of Obligations.* The Recipient has full right and authority to enter into this Contract. The person signing this Contract has full authority on behalf of Recipient to execute this Contract and issue, execute or otherwise secure or deliver any documents or obligations required under this Contract on behalf of the Recipient, and to perform, or cause to be performed, each and all of the obligations under

the Contract.

The Contract delivered by the Recipient has been duly authorized, executed and delivered by the Recipient and constitutes the valid and binding obligations of the Recipient and is enforceable against it in accordance with its terms. This Contract and related documents do not contravene any provision of law or any judgment, injunction, order, or decree binding upon the Recipient or any provision of the corporate governance documents of the Recipient, nor does this Contract contravene or constitute a default under any covenant, indenture or contract of or affecting the Recipient or any of its properties.

(c) *Affiliates.* The Recipient has no Affiliates involved with the Project on the Contract Effective Date.

(d) *Financial Reports.* The balance sheet of the Recipient furnished to IEDA fairly presents its financial condition as of said date and is in conformity with Generally Accepted Accounting Principles (GAAP) applied on a consistent basis. The Recipient has no contingent liabilities which are material to it, other than as indicated on such financial statements or, with respect to future periods, on the financial statements furnished to IEDA.

(e) *No Material Adverse Change.* Since the Award Date, there has been no change or the Recipient foresees no change in the condition (financial or otherwise) of the Recipient or the prospects of the Recipient, except those occurring in the ordinary course of business, none of which individually or in the aggregate has been materially adverse. To the knowledge of the Recipient, there has been no material adverse change in the condition of the Recipient, financial or otherwise, or the prospects of the Recipient.

(f) *Full Disclosure; Recipient's Financial Assistance Application.* The statements and other information furnished to the IEDA by Recipient in its Financial Assistance Application and in connection with the negotiation of this Contract do not contain any untrue statements of a material fact or omit a material fact necessary to make the material statements contained herein or therein not misleading. The IEDA acknowledges that, as to any projections furnished to the IEDA, the Recipient only represents that the same were prepared on the basis of information and estimates it believed to be reasonable.

(g) *Trademarks, Franchises and Licenses.* The Recipient owns, possesses, or has the right to use all necessary patents, licenses, franchises, trademarks, trade names, trade styles, copyrights, trade secrets, knowhow and confidential commercial and proprietary information to conduct its business as now conducted, without known conflict with any patent, license, franchise, trademark, trade name, trade style, copyright or other proprietary right of any other Person. As used in this Contract, "Person" means an individual, partnership, corporation, association, trust, unincorporated organization or any other entity or organization, including a government or agency or political subdivision thereof.

(h) *Governmental Authority and Licensing.* The Recipient has received all licenses, permits, and approvals of all Federal, state, local, and foreign governmental authorities, if any, necessary to conduct its business, in each case where the failure to obtain or maintain the same could reasonably be expected to have a material adverse effect. No investigation or proceeding which, if adversely determined, could reasonably be expected to result in revocation or denial of any material license, permit, or approval is pending or, to the knowledge of the Recipient, threatened.

(i) *Litigation and Other Controversies.* There is no litigation or governmental proceeding pending, nor to the knowledge of the Recipient, threatened, against the Recipient which, if adversely determined would result in any material adverse change in the financial condition, properties, business or operations of the Recipient, nor is the Recipient aware of any existing basis for any such litigation or governmental proceeding.

(j) *Good Title.* The Recipient has good and defensible title to or valid leasehold interests in all of its property involved with the Project including, without limitation, the Secured Property if real property is a

security for this Contract reflected on the most recent balance sheets furnished to the IEDA, except for sales of assets in the ordinary course of business.

(k) *Taxes.* All tax returns the Recipient is required to file in any jurisdiction have, in fact, been filed, and all taxes, assessments, fees and other governmental charges upon the Recipient or upon any of its property, income or franchises, which are shown to be due and payable in such returns, have been paid, except such taxes, assessments, fees and governmental charges, if any, which are being contested in good faith and by appropriate proceedings which prevent enforcement of the matter under contest and as to which adequate reserves established in accordance with GAAP have been provided. The Recipient knows of no proposed additional tax assessment against it for which adequate provisions in accordance with GAAP have not been made on its accounts. Adequate provisions in accordance with GAAP for taxes on the books of the Recipient have been made for all open years, and for their current fiscal period.

(l) *Other Contracts.* The Recipient is not in default under the terms of any covenant, indenture or contract of or affecting the Recipient's business or any of its properties, which default, if uncured, would have a material adverse effect on its financial condition, properties, business or operations.

(m) *No Event of Default.* No Event of Default, as defined in Article 9, has occurred or is continuing.

(n) *Compliance with Laws.* The Recipient is in compliance with the requirements of all federal, state and local laws, rules and regulations applicable to or pertaining to the business operations of the Recipient and laws and regulations establishing quality criteria and standards for air, water, land and toxic or hazardous wastes or substances, non-compliance with which could have a material adverse effect on the financial condition, properties, business or operations of the Recipient. The Recipient has not received notice that its operations are not in compliance with any of the requirements of applicable federal, state or local environmental or health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which non-compliance or remedial action could have a material adverse effect on the financial condition, properties, business or operations of the Recipient.

(o) *Effective Date of Representations and Warranties.* The warranties and representations of this Article are made as of the Contract Effective Date and shall be deemed to be renewed and restated by the Recipient at the time each request for disbursement of Award Funds is submitted to IEDA or each time Tax Incentives are claimed by the Recipient.

6.2 Representations of Community.

(a) *Local Approvals Received; Authority and Validity of Obligations.* The Community has secured all necessary local approvals and has full right and authority to enter into this Contract. The person signing this Contract has full authority on behalf of the Community to:

1. Sign this Contract, and
2. Perform each and all of the Community's obligations under this Contract.

The Contract delivered by the Community has been duly authorized, executed and delivered by the Community and constitutes the valid and binding obligations of the Community and is enforceable against it in accordance with its terms. This Contract and related documents do not contravene any provision of law or any judgment, injunction, order or decree binding upon the Community or contravene or constitute a default under any covenant, indenture or contract of or affecting the Community or any of its properties.

(b) *Local Commitment.* The Community represents that there are legally enforceable commitments in

place for the Community local commitment identified for the Project in *Exhibit C -Description of the Project and Award Budget*.

(c) *No Material Adverse Change*. Since the Award Date, there has been no material adverse change in the Community's ability to perform its obligations under this Contract.

(d) *Full Disclosure; Community's Financial Assistance Application*. The statements and other information furnished to the IEDA by the Community in the Financial Assistance Application and in connection with the negotiation of this Contract do not contain any untrue statements of a material fact or omit a material fact necessary to make the material statements contained herein or therein not misleading. The IEDA acknowledges that, as to any projections furnished to the IEDA, the Community only represents that the same were prepared on the basis of information and estimates it believed to be reasonable.

(e) *Governmental Authority and Licensing*. The Community has received all licenses, permits, and approvals of all federal, state, local, and foreign governmental authorities, if any, necessary to perform its obligations under this Contract. No investigation or proceeding which, if adversely determined, could reasonably be expected to result in revocation or denial of any material license, permit, or approval is pending or, to the knowledge of the Community, threatened.

(f) *Litigation and Other Controversies*. There is no litigation or governmental proceeding pending, nor to the knowledge of the Community, threatened, against the Community which, if adversely determined would result in any material adverse change in the Community's ability to perform under this Contract, nor is the Community aware of any existing basis for any such litigation or governmental proceeding.

(g) *No Event of Default*. No Event of Default by the Community, as defined in Article 9, has occurred or is continuing.

(h) *Compliance with Laws*. The Community is in compliance with the requirements of all federal, state and local laws, rules and regulations applicable to or pertaining to the operations of the Community and laws and regulations establishing quality criteria and standards for air, water, land and toxic or hazardous wastes or substances, non-compliance with which could have a material adverse effect on the financial condition, properties, business or operations of the Community in relation to the Community's ability to perform its obligations under this contract. The Community has not received notice that its operations are not in compliance with any of the requirements of applicable federal, state or local environmental or health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which non-compliance or remedial action could have a material adverse effect on the financial condition, properties, business or operations of the Community in relation to the Community's ability to perform its obligations under this contract.

(i) *Effective Date of Representations and Warranties*. The warranties and representations of this Article are made as of the Contract Effective Date.

ARTICLE 7: COVENANTS OF THE RECIPIENT

For the duration of this Contract, the Recipient covenants to IEDA as follows:

7.1 Project Performance Obligations.

(a) *Use Award Funds only for Project*. The Recipient shall use the Award Funds only for the Project and for the activities described in Exhibit C -Description of the Project and Award Budget and this Contract. Use of the Award Funds shall conform to the Budget for the Project as detailed in Exhibit C -Description

of the Project and Award Budget. The Recipient represents that there are legally enforceable commitments in place from the funding sources identified for the Project in Exhibit C -Description of the Project and Award Budget.

(b) *Meet and Maintain Eligibility Requirements.* Recipient shall continue to meet and maintain all statutory eligibility requirements for the funding sources providing assistance under this Contract.

(c) *Project Time Period.* This Contract covers the Project time period from the Award Date through the Maintenance Period Completion Date. Recipient shall complete and maintain the Project within the Project time period shown below:

		COMPLIANCE MEASUREMENT POINT		COMPLIANCE MEASUREMENT POINT	
Award Date	Project Completion Period	Project Completion Date	Maintenance Period	Maintenance Period Completion Date	Contract Closeout
“Award Date” is the date first stated in this Contract and is the date the IEDA Board approved the awarding of financial assistance to the Recipient for the Project.	“Project Completion Period” is the period of time between the Award Date and the Project Completion Date.	“Project Completion Date” is the date defined in Exhibit D by which the Recipient must complete the Project. At this point, IEDA will review the Project to verify compliance with Contract terms and obligations.	“Maintenance Period” is the period of time between the Project Completion Date and the Maintenance Period Completion Date. The Project must be maintained in Iowa for this period of time.	“Maintenance Period Completion Date” is the date defined in Exhibit D on which the Maintenance Period ends. At this point, IEDA will review the Project to verify that it was maintained in compliance with Contract terms and obligations.	IEDA will conduct Contract Closeout procedures after all events described in Article 1 have been met. “Contract End Date” is the date stated in IEDA’s written Notice of Final Contract Closeout that is issued pursuant to Article 1.

(d) *Complete Project by Project Completion Date.* By the Project Completion Date, Recipient shall complete the Project, make the total investment it pledged for the Project and in accordance with the Award Budget as detailed in Exhibit C - Description of the Project and Award Budget, and comply with all other performance requirements described in this Contract.

(e) *Total Project Costs.* By the Project Completion Date, Recipient shall have completed the Project with a Total Project Cost as detailed in Exhibit C - Description of the Project and Award Budget.

(f) *Maintain Project through Maintenance Period Completion Date.* Recipient shall maintain the Project through the Maintenance Period Completion Date.

(g) *Maintain Project in Iowa During Contract Period.* The Recipient shall at all times preserve and maintain its existence as a corporation in good standing and maintain the Project in Iowa. The Recipient will preserve and keep in force and effect all licenses, permits, franchises, approvals, patents, trademarks, trade names, trade styles, copyrights and other proprietary rights necessary to the proper conduct of its respective business.

7.2 Taxes and Insurance.

(a) *Pay Taxes and Assessments.* The Recipient shall duly pay and discharge all taxes, rates, assessments, fees, and governmental charges upon or against its properties, in each case before the same

become delinquent and before penalties accrue thereon, unless and to the extent that the same are being contested in good faith and by appropriate proceedings and adequate reserves are provided therefore.

(b) *Maintain Insurance.* The Recipient shall insure and keep insured in good and responsible insurance companies all insurable property owned by it which is of a character usually insured by Persons similarly situated and operating like properties against loss or damage from such hazards or risks as are insured by Persons similarly situated and operating like properties, and the Recipient shall insure such other hazards and risks, including employers' and public liability risks in good and responsible insurance companies as and to the extent usually insured by Persons similarly situated and conducting similar business. The Recipient will, upon request of IEDA, furnish a certificate setting forth in summary form the nature and extent of the insurance maintained pursuant to this Article.

7.3 Preserve Project and Protect Security.

(a) *Maintenance of Properties.* The Recipient shall maintain, preserve and keep its properties in good repair, working order and condition, ordinary wear and tear excepted, and will from time to time make all needful and proper repairs, renewals, replacements, additions and betterments thereto so that at all times the efficiency thereof shall be fully preserved and maintained in accordance with prudent business practices.

(b) *Restrictions on Security.* If Security is required pursuant to Article 5 of this Contract, the Recipient shall not, without prior written disclosure to IEDA and prior written consent of IEDA, which shall not be unreasonably withheld, directly or indirectly:

1. Sell, transfer, convey, assign, encumber or otherwise dispose of any of the Secured Property for this Project.
2. Place or permit any restrictions, covenants or any similar limitations on the Secured Property or in the Security Documents for the Project.
3. Remove from the Project site or the State all or any part of the Secured Property.
4. Create, incur or permit to exist any lien of any kind on the Secured Property.

7.4 Recipient Changes.

(a) *No Changes in Recipient Operations.* The Recipient shall not materially change the Project or the nature of the business and activities being conducted or proposed to be conducted by Recipient, as described in the Recipient's approved Financial Assistance Application, Exhibit A of this Contract, unless approved in writing by IEDA prior to the change.

(b) *Changes in Recipient Ownership, Structure and Control.* The Recipient shall not materially change the ownership, structure, or control of the business if it would adversely affect the Project. This includes, but is not limited to, entering into any merger or consolidation with any person, firm or corporation or permitting substantial distribution, liquidation or other disposal of assets directly associated with the Project. Recipient shall provide IEDA with advance notice of any proposed changes in ownership, structure or control. The materiality of the change and whether the change adversely affects the Project shall be as reasonably determined by IEDA.

7.5 Required Reports.

(a) *Review of Reports.* The Recipient shall prepare, sign and submit required reports, in the form and content required by IEDA, as specified in this Contract.

(b) *Reports.* The Recipient shall prepare, sign and submit the following reports to the IEDA throughout the Contract period:

<u>Report</u>	<u>Due Date</u>
<u>Annual Project Status Report</u> The Annual Project Status Report will collect information from the Recipient about the status of the Project.	July 31 st for the period ending June 30 th
<u>End of Project Report</u> The End of Project Report will collect information from the Recipient about the completed Project.	Within 30 days of Project Completion Date
<u>End of Maintenance Period Report</u> The End of Maintenance Period Report will collect information from the Recipient's continued maintenance of the Project.	Within 30 days of the end of the Maintenance Period Completion Date

(c) *Additional Reports, Financial Statements as Requested by IEDA.* The IEDA reserves the right to require more frequent submission of reports if, in the opinion of the IEDA, more frequent submissions would provide needed information about Recipient's Project performance, or if necessary in order to meet requests from the Iowa General Assembly, the Department of Management or the Governor's office. At the request of IEDA, Recipient shall submit its annual financial statements completed by an independent CPA, or other financial statements including, but not limited to, income, expense, and retained earnings statements.

7.6 Compliance with Laws.

(a) *State, local and federal laws.* Recipient shall comply in all material respects with the requirements of all applicable federal, state and local laws, rules, regulations and orders.

(b) *Environmental laws.* Recipient shall comply in all material respects with all applicable environmental, hazardous waste or substance, toxic substance and underground storage laws and regulations, and the Recipient shall obtain any permits or licenses and shall acquire or construct any buildings, improvements, fixtures, equipment or its property required by reason of any applicable environmental, hazardous waste or substance, toxic substance or underground storage laws or regulations.

(c) *Nondiscrimination laws.* Recipient shall comply in all material respects with all applicable federal, state, and local laws, rules, ordinances, regulations and orders applicable to the prevention of discrimination in employment, including the administrative rules of the Iowa Department of Management and the Iowa Civil Rights Commission which pertain to equal employment opportunity and affirmative action.

(d) *Worker rights and safety.* The Recipient shall comply in all material respects with all applicable federal, state and local laws, rules, ordinances, regulations and orders applicable to worker rights and worker safety.

(e) *Immigration laws.* Recipient shall only employ individuals legally authorized to work in this State. In addition to any and all other applicable penalties provided by current law, all or a portion of the Award is subject to recapture by IEDA if Recipient is found to employ individuals not legally authorized to work in the State of Iowa.

(f) *Compliance with IEDA's Administrative Rules.* Recipient shall comply with IEDA's administrative rules for the programs under which assistance is provided to the Project and rules governing administration of this Contract.

7.7 Inspection and Audit. The Recipient shall permit the IEDA and its duly authorized representatives, at such reasonable times and reasonable intervals as the IEDA may designate, to:

(a) Conduct site visits and inspect the Project.

(b) Audit financial records related to the Project.

(c) Examine and make copies of the books of accounts and other financial records of the Recipient related to the Project.

(d) Discuss the affairs, finances and accounts of the Recipient with, and to be advised as to the same by, its officers, and independent public accountants. By this provision, the Recipient authorizes such accountants to discuss with the IEDA and the IEDA's duly authorized representatives the finances and affairs of the Recipient.

7.8 Maintenance and Retention of Records.

(a) *Maintain Accounting Records.* The Recipient is required to maintain its books, records and all other evidence pertaining to this Contract in accordance with GAAP and such other procedures specified by IEDA.

(b) *Access to Records.* Records to verify compliance with the terms of this Contract shall be available at all times, and made available to IEDA and its designees at places and times designated by IEDA, for the duration of this Contract and any extensions thereof. Recipient shall make its records available to: (i) IEDA; (ii) IEDA's internal or external auditors, agents and designees; (iii) the Auditor of the State of Iowa; (iv) the Attorney General of the State of Iowa; (v) the Iowa Division of Criminal Investigations and any other applicable law enforcement agencies.

(c) *Records Retention Period.* Recipient shall retain the records for a period of three (3) years from the Contract End Date, unless the records are the subject of an audit, investigation, or administrative or legal proceeding. In those instances, the records shall be retained until the audit, investigation or proceeding has been resolved.

7.9 Required Notices from Recipient to IEDA.

(a) *Notice of Major Changes.* Recipient shall provide IEDA with written notice within thirty (30) days of the occurrence of: (a) any event that has a material adverse effect on Recipient's ability to complete the Project in accordance with the terms of this Contract; (b) the termination of the business conducted at the Project; (c) a material modification of the nature of the business conducted at the Project; and (d) the transfer of the Project or any material interest in the Project in connection with financing or refinancing the Project.

(b) *Notice of Proceedings.* Without limiting Section 7.9(a), Recipient shall promptly provide IEDA with written notice within ten (10) days of the occurrence of any claims, lawsuits, bankruptcy proceedings, or other proceedings brought against Recipient that have a material adverse effect on Recipient's ability to complete the Project in accordance with the terms of this Contract.

7.10 Indemnification. The Recipient shall indemnify, defend and hold harmless the IEDA; the State

of Iowa; its departments, divisions, agencies, sections, commissions, officers, employees and agents from and against all losses, liabilities, penalties, fines, damages and claims ,including taxes, and all related costs and expenses ,including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties, arising from or in connection with any of the following:

- (a) Any claim, demand, action, citation or legal proceeding arising out of or resulting from the Project;
- (b) Any claim, demand, action, citation or legal proceeding arising out of or resulting from a breach by the Recipient of any representation, warranty or covenant made by the Recipient in this Contract;
- (c) Any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that the Recipient is required to insure against as provided for in this Contract; and
- (d) Any claim, demand, action, citation or legal proceeding which results from an act or omission of the Recipient or any of its agents in its or their capacity as an employer of a person.

7.11 Repayment of Unallowable Costs. Recipient shall repay any Award received or realized that is determined by IEDA, its auditors, agents or designees, the Auditor of the State of Iowa, or similar authorized governmental entity to be unallowable under the terms of this Contract.

7.12 Ongoing Fees Based on Claims. For the duration of this Contract and for as long as Recipient claims or applies for benefits against its Iowa tax liability under this Contract, Recipient shall remit to the Authority a compliance cost fee equal to one-half of 1 percent of the value of the Tax Incentives claimed pursuant to this Contract. The fee shall be due and payable upon filing the Recipient's annual tax return for each tax year in which the Recipient claims Tax Incentives under this Contract.

ARTICLE 8: COVENANTS OF THE COMMUNITY

For the duration of this Contract, the Community covenants to IEDA as follows:

8.1 Local Match. The Community shall provide the local financial assistance for the Project as described in Exhibit C, Project Description and Award Budget.

8.2 Notice to IEDA. In the event the Community becomes aware of any material alteration in the Project, initiation of any investigation or proceeding involving the Project, any change in the Recipient's ownership, structure or operation, or any other similar occurrence, the Community shall promptly provide written notice to IEDA.

ARTICLE 9: DEFAULTS AND REMEDIES

9.1 Default by Recipient. An unremedied Event of Default may result in termination of this Contract and repayment of all or a portion of the Award Funds disbursed to Recipient and the value of the Tax Incentives actually received, plus applicable default interest and costs.

(a) *Events of Default* Any one or more of the following shall constitute an "Event of Default" under this Contract:

1. *Nonpayment.* Failure to make a payment when due of any Loan or other payment required by this Contract whether by lapse of time, acceleration or otherwise; or
2. *Noncompliance with Covenants.* Default in the observance or performance of any covenant set

forth in Article 7, for more than twenty (20) business days; or

3. *Noncompliance with Security Documents.* Default in the observance or performance of any term of any Security Document if required in Article 5 beyond any applicable grace period set forth therein; or

4. *Noncompliance with Contract.* Default in the observance or performance of any other provision of this Contract; or

5. *Material Misrepresentation.* Any representation or warranty made by the Recipient in this Contract or in any statement or certificate furnished by it pursuant to this Contract, or made in Exhibit A, Recipient's Financial Assistance Application, or in connection with any of the above, proves untrue in any material respect as of the date of the issuance or making thereof; or

6. *Security Deficiencies.* Any of the Security Documents that represent the Security pledged by Recipient to secure this Contract fails for any reason to create a valid and perfected priority security interest in favor of the IEDA; or

7. *Judgment.* Any judgment or judgments, writ or writs or warrant or warrants of attachment, or any similar process or processes entered or filed against the Recipient or against any of its property and remains unvacated, unbonded or unstayed for a period of 30 days which materially and adversely affects Recipient's ability to perform its obligations under this Contract; or

8. *Adverse Change in Financial Condition.* Any change occurs in the financial condition of the Recipient which would have a material adverse effect on the ability of the Recipient to perform under this Contract; or

9. *Bankruptcy or Similar Proceedings Initiated.* Either the Recipient shall (i) have entered involuntarily against it an order for relief under the United States Bankruptcy Code, as amended, (ii) not pay, or admit in writing its inability to pay, its debts generally as they become due, (iii) make an assignment for the benefit of creditors, (iv) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its property, (v) commence any proceeding seeking to have entered against it an order for relief under the United States Bankruptcy Code as amended, to adjudicate it insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, or (vi) fail to contest in good faith any appointments or proceeding described below; or

10. *Appointment of Officials.* A custodian, receiver, trustee, examiner, liquidator or similar official is appointed for either the Recipient or any substantial part of any of its respective property, or a proceeding described above is commenced against the Recipient and such appointment continues undischarged or such proceeding continues undismissed or unstayed for a period of sixty (60) days; or

11. *Insecurity.* IEDA in good faith deems itself insecure and reasonably believes, after consideration of all the facts and circumstances then existing, that the prospect of payment and satisfaction of the obligations under this Contract, or the performance of or observance of the covenants in this Contract, is or will be materially impaired; or

12. *Failure to Submit Required Reports.* The Recipient fails to submit complete reports by the required due dates as outlined in Article 7; or

13. *Layoffs, Relocation or Closure.* The Recipient or any Affiliate experiences a layoff or relocates

or closes any of its facilities within the state of Iowa or there is a reduction in the Base Employment Level for any Project, including but not limited to Modernization Projects.; or

14. *Hiring workers not authorized to work in state.* The Recipient fails to only employ only individuals legally authorized to work in the state of Iowa. If Recipient is found to knowingly employ individuals not legally authorized to work in the state of Iowa then, in addition to any and all other applicable penalties provided by current law, all or a portion of the assistance received is subject to repayment; or

15. *Failure to Maintain Program Eligibility Requirements.* Recipient fails to maintain a statutory eligibility requirement for a program providing assistance under this Contract.

(b) *Notice of Default and Opportunity to Cure.* If IEDA has reasonable cause to believe that an Event of Default has occurred under this Contract, IEDA shall issue a written Notice of Default to the Recipient setting forth the nature of the alleged default in reasonable specificity and providing therein a reasonable period of time, which shall not be fewer than thirty (30) days from the date of the Notice of Default, during which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.

(c) *Remedies Available to IEDA.* When an Event of Default has occurred and is not cured within the required time period, IEDA may, after written notice to Recipient:

1. Terminate this Contract.
2. Suspend or reduce pending and future disbursements.
3. Declare immediately due and payable without further demand, presentment, protest or notice of any kind the principal and any accrued interest on any outstanding Promissory Notes issued pursuant to this Contract, including both principal and interest and all fees, charges and other amounts payable under this Contract.
4. Require repayment of all or a portion of Award Funds disbursed.
5. Revoke or reduce authorized Tax Incentives.
6. Require full repayment of all or a portion of the value of Tax Incentives received.

(d) Reserved.

(e) *Default Interest Rate.* If an Event of Default occurs and remains uncured, a default interest rate of 6% shall apply to repayment of amounts due under this Contract. The default interest rate shall accrue from the first date Award Funds are disbursed or Tax Incentives are received.

(f) *Expenses.* The Recipient agrees to pay to the IEDA all expenses reasonably incurred or paid by IEDA, including reasonable attorneys' fees and court costs, in connection with any Default or Event of Default by the Recipient or in connection with the enforcement of any of the terms of this Contract.

9.2 Default by Community.

(a) *Events of Default.* Any one or more of the following shall constitute an "Event of Default by Community" under this Contract:

1. *Noncompliance with Covenants.* Default in the observance or performance of any covenants of the Community set forth in Article 8, for more than five (5) business days; or

2. *Material Misrepresentation.* Any representation or warranty made by the Community in this Contract or in any statement or certificate furnished by it pursuant to this Contract, or made by Community in Exhibit A, Recipient's Financial Assistance Application, or in connection with any of the above, proves untrue in any material respect as of the date of the issuance or making thereof.

(b) *Notice of Default and Opportunity to Cure.* If IEDA has reasonable cause to believe that an Event of Default has occurred under this Contract, IEDA shall issue a written Notice of Default to the Community setting forth the nature of the alleged default in reasonable specificity and providing therein a reasonable period of time, which shall not be fewer than thirty (30) days from the date of the Notice of Default, during which the Community shall have an opportunity to cure, provided that cure is possible and feasible.

(c) *Remedies Available to IEDA.* When an Event of Default by Community has occurred and is not cured within the required time period, IEDA may, after written notice to Community:

1. Suspend or reduce pending and future disbursements to Community.
2. Require payment by Community of the amount of local financial assistance pledged to the Project but not provided.
3. Terminate this Contract.

(d) *Expenses.* The Community agrees to pay to the IEDA all expenses reasonably incurred or paid by IEDA including reasonable attorneys' fees and court costs, in connection with any Default or Event of Default by the Community or in connection with the enforcement of any of the terms of this Contract.

ARTICLE 10: MISCELLANEOUS.

10.1 Choice of Law and Forum; Governing Law.

(a) In the event any action or proceeding of a quasi-judicial or judicial nature is commenced arising out of or relating to this Contract, such action or proceeding shall be brought in Des Moines, Iowa, in the Iowa District Court for Polk County, if such court has jurisdiction. If, such court lacks jurisdiction and jurisdiction lies only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division.

(b) This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the IEDA, the State of Iowa or its members, officers, employees or agents.

(c) This Contract and the rights and duties of the parties hereto shall be governed by, and construed in accordance with, the internal laws of the State of Iowa without giving effect to any conflict of law principles that may require the application of the laws of another jurisdiction.

10.2 Contract Amendments. Neither this Contract nor any documents incorporated by reference in connection with this Contract, may be changed, waived, discharged or terminated orally, except as provided below:

(a) *Writing required.* The Contract may only be amended if done so in writing and signed by all the parties. Examples of situations requiring an amendment include, but are not limited to, time extensions, budget revisions, and significant alterations of existing activities or beneficiaries.

(b) *IEDA review.* Requests to amend this Contract shall be processed by IEDA in compliance with the IEDA's rules and procedures applicable to contract amendments.

10.3 Notices. Except as otherwise specified herein, all notices hereunder shall be in writing, including, without limitation by fax, and shall be given to the relevant party at its address, e-mail address, or fax number set forth below, or such other address, e-mail address, or fax number as such party may hereafter specify by notice to the other parties provided by United States mail, by fax or by other telecommunication device capable of creating a written record of such notice and its receipt. Notices hereunder shall be addressed:

To the Recipient at:

Universal Tank & Fabrication Inc.
Mr. Dan Davis
8025 Chavenelle Rd.
Dubuque, IA 52002

E-mail: dbd@universaltank.com
Telephone: (563) 556-5870

To the IEDA at:

Iowa Economic Development Authority
Compliance
1963 Bell Avenue, Suite 200
Des Moines, Iowa 50315
Attention: Business Development - Compliance

E-mail: Compliance@iowaeda.com
Telephone: 515.348.6200
Facsimile: 877.631.7575

To the Community at:

City of Dubuque
Ms. Jill Connors
50 W. 13th Street
Dubuque, IA 52001

E-mail: jilconno@cityofdubuque.org
Telephone: (563) 564-5686

Each such notice, request or other communication shall be effective (i) if given by e-mail, when such e-mail is transmitted to the e-mail address specified in this Article and a confirmation of such e-mail has been received by the sender, (ii) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid or (iii) if given by any other means, when delivered at the addresses specified in this Article.

10.4 Headings. Article headings used in this Contract are for convenience of reference only and are not a part of this Contract for any other purpose.

10.5 Final Authority. The IEDA shall have the authority to reasonably assess whether the Recipient has complied with the terms of this Contract. Any IEDA determinations with respect to compliance with the provisions of this Contract shall be deemed final determinations pursuant to Iowa Code Chapter 17A, Iowa Administrative Procedure Act.

10.6 Waivers. No waiver by IEDA of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the IEDA in exercising any

right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by IEDA shall preclude future exercise thereof or the exercise of any other right or remedy.

10.7 Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

10.8 Survival of Representations. All representations and warranties made herein or in any other Contract document or in certificates given pursuant hereto or thereto shall survive the execution and delivery of this Contract and the other Contract documents and shall continue in full force and effect with respect to the date as of which they were made until all of Recipient's obligations or liabilities under this Contract have been satisfied.

10.9 Severability of Provisions. Any provision of this Contract which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. In the event any provision of this Contract is held to be unenforceable as written, but enforceable if modified, then such provision shall be deemed to be amended to such extent as to be enforceable and it shall be enforced to that extent. All rights, remedies and powers provided in this Contract or any other Contract document may be exercised only to the extent that the exercise thereof does not violate any applicable mandatory provisions of law, and all the provisions of this Contract and any other Contract document are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Contract or any other Contract document invalid or unenforceable.

10.10 Successors and Assigns. This Contract shall be binding upon the Recipient and IEDA and their respective successors and assigns, and shall inure to the benefit of the IEDA and Recipient and their successors and assigns.

10.11 Nonassignment. This Contract shall not be assigned, in whole or in part, by Recipient unless approved in writing by IEDA. Any attempt by Recipient to assign this Contract other than as permitted herein shall be null and void.

10.12 Termination. This Contract can be terminated under any of the following circumstances:

- (a) *Agreement of the Parties.* Upon written agreement of the Recipient, the Community and IEDA.
- (b) *Unremedied Event of Default.* As a result of the Recipient's or Community's unremedied Event of Default pursuant to Article 9.
- (c) *Termination or reduction in funding to IEDA.* As a result of the termination or reduction of funding to IEDA as provided in Article 4.4(d).

10.13 Documents Incorporated by Reference. The following documents are incorporated by reference and considered an integral part of this Contract:

- 1. Exhibit A - Recipient's Financial Assistance Application (on file with IEDA), Application # **BFAA-000863**
- 2. Exhibit B-1 High-Quality Jobs Program – Tax Credit Component Special Conditions
- 3. Exhibit C - Description of the Project and Award Budget
- 4. Exhibit D - Job Obligations

- 5. Exhibit E- Reserved
- 6. Exhibit F - Reserved

10.14 Order of Priority. In the case of any inconsistency or conflict between the specific provisions of this document and the exhibits, the following order of priority shall control:

- 1. Article 1 - 10 of this Contract.
- 2. Exhibit A - Recipient's Financial Assistance Application (on file with IEDA), Application # **BF AA-000863**
- 3. Exhibit B-1 High-Quality Jobs Program – Tax Credit Component Special Conditions
- 4. Exhibit C - Description of the Project and Award Budget
- 5. Exhibit D - Job Obligations
- 6. Exhibit E - Reserved
- 7. Exhibit F - Reserved

10.15 Integration. This Contract contains the entire agreement between the Parties relating to the Project. Any representations that may have been made before or after signing this Contract, which are not contained herein, are nonbinding, void and of no effect. None of the Parties has relied on any such prior representation in entering into this Contract.

-This space intentionally left blank, signature page follows -

IN WITNESS WHEREOF in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Contract and have caused their duly authorized representatives to execute this Contract, effective as of the latest date stated below (Contract Effective Date).

FOR IEDA:

BY:

Deborah Durham, Director

FOR RECIPIENT:

BY:

Signature

Typed Name and Title

Date

Date

FOR THE COMMUNITY:

BY:

Signature

Typed Name and Title

Date

LIST OF EXHIBITS

Exhibit A -	Recipient's Financial Assistance Application (on file with IEDA), Application # BFAA-000863
Exhibit B-1	High Quality Jobs Program – Tax Credit Component Special Conditions
Exhibit C -	Description of the Project and Award Budget
Exhibit D -	Job Obligations
Exhibit E -	Reserved
Exhibit F -	Reserved

DRAFT

EXHIBIT B – 1
High Quality Jobs Program – Tax Credit Component

Special Conditions to Contract # 25-HQJP-006

The following additional terms shall apply to the Contract:

SECTION 1: ADDITIONAL DEFINITIONS.

The following additional terms are defined in this Contract as follows:

“Capital Investment” means the investment spent on depreciable assets. The minimum Capital Investment required for this Project is as stated in Section 2 of this Exhibit. The allowable categories of expenditures for purposes of calculating Capital Investment are described in IEDA’s administrative rule 261 IAC 174.10.

“Investment Qualifying for the Tax Credit” means new investment directly related to jobs created or retained by the start-up, location, expansion or modernization for this Project.

“Qualifying Investment” means the statutorily-required minimum investment amount that must be made and maintained by the Recipient to receive High Quality Jobs Program Tax Incentives for this Project. This amount is as stated in Section 2 of this Exhibit. Not all expenditures count toward meeting the required Qualifying Investment. The categories of expenditures that can be included for purposes of meeting and maintaining statutorily-required investment requirements are described in 261 IAC 174.10.

“Economically Distressed Area” means a county that ranks among the bottom 33 of all Iowa counties, as measured by either the average monthly unemployment level for the most recent 12-month period or the average annualized unemployment level for the most recent five-year period.

SECTION 2: TERMS AND CONDITIONS OF THE AWARD

2.1 Award. The Recipient is awarded the following Tax Incentives through the High Quality Jobs Program, based on the minimum investment requirements described herein: \$274,600.

2.2 Minimum Investment Requirements. As a condition of receiving Tax Incentives, the Recipient shall meet the following minimum investment requirements:

- | | | |
|-----|--|--------------|
| (a) | Capital Investment. | \$ 2,985,000 |
| (b) | Qualifying Investment. | \$ 3,875,000 |
| (c) | Investment Qualifying for Tax Credits. | \$ 3,865,000 |

2.3 Additional Tax Incentives. The Recipient is eligible for additional incentives pursuant to Iowa Code section 15.326, et. seq. The following Tax Incentives, in the maximum amounts shown for each authorized incentive, are also available to the Recipient:

Authorized Incentives	Included in Award	Maximum Amt.
<i>Refund of Sales, Service, and Use Taxes.</i>	☐ Yes ☒ No	\$ 0
<i>Refund of Sales Taxes Attributable to Racks, Shelving, and Conveyor Equipment.</i>	☐ Yes ☒ No	\$ 0
<i>Corporate Tax Credit For Certain Sales Taxes Paid By Third Party Developer.</i>	☒ Yes ☐ No	\$ 120,000
<i>Investment Tax Credit (10%)</i>	☒ Yes ☐ No	\$ 154,600
<i>Research Activities Credit.</i>	☐ Yes ☒ No	\$ 0
<i>Local Property Tax Exemption Provided by Community</i>	☐ Yes ☒ No	\$ 0

2.4 Conditions for Authorized Incentives. The Recipient is responsible to seek these additional incentives through processes described in the applicable statutes and corresponding administrative rules, ordinances and procedures. The following conditions shall apply to the incentives described in section 2.3 of this Exhibit.

(a) *Reserved.*

(b) *Reserved.*

(c) *Corporate tax credit for certain sales taxes paid by third party developer.*

1. Pursuant to Iowa Code section 15.331C, Recipient may claim a corporate tax credit up to an amount equal to the sales and uses taxes paid by a third-party developer under chapter 423 for gas, electricity, water, or sewer utility services, goods, wares, or merchandise, or on services rendered, furnished, or performed to or for a contractor or subcontractor and used in the fulfillment of a written contract relating to the construction or equipping of a facility of the Recipient. Taxes attributable to intangible property and furniture and furnishings shall not be refunded. Any tax credit in excess of the tax liability for the tax year may be credited to the tax liability for the following seven (7) years or until depleted, whichever occurs earlier. Recipient may elect to receive a refund of all or a portion of an unused tax credit.
2. To file a claim for certain sales taxes paid by third party developer, Recipient must:
 - i. Inform the Iowa Department of Revenue (IDR) within two weeks of the project completion.
 - ii. Make an application to IDR within one year after project completion. For purposes of claiming this refund, "project completion" means any date during the period beginning the date of Certificate of Completion is provided by the Community to the Recipient upon completion of the renovation of the building included in the Project and ending on the Project Completion Date as identified in Exhibit D.

1. In consultation with IDR, IEDA shall issue a tax credit certificate in an amount equal to all or a portion of the sales and uses taxes paid by a third-party developer under Iowa Code chapter 423 for gas, electricity, water, or sewer utility services, goods, wares, or merchandise, or on services rendered, furnished, or performed to or for a contractor or subcontractor and used in the fulfillment of a written contract relating to the construction or equipping of a facility of the Recipient. Recipient shall not claim this tax credit unless a tax credit certificate issued by IEDA is attached to Recipient's tax return for the tax year in which the tax credit is claimed.

(d) *Investment Tax or Insurance Premium Tax Credit.*

1. The Recipient may claim an [If Recipient is a corporation: investment tax credit as provided in Iowa Code section 15.333] [If Recipient is an insurance company: insurance premium tax credit as provided in Iowa Code section 15.333A]. Such credit may be claimed for a portion of the Qualifying Expenditures, as defined below in subparagraph (3), directly related to Job Obligations, as described in Exhibit D, of the start-up or location, expansion, or modernization of the business under this program. The credit shall be earned when the qualifying asset is placed in service. The Recipient shall not claim more than the amount authorized for this incentive as stated above and in Article 3 of the Contract. Any credit in excess of the tax liability for the tax year may be credited to the tax liability for the following seven years or until depleted, whichever occurs first.

2. The tax credit shall be amortized equally over a five-year period as specified below:

January 1, 2025 – December 31, 2025	\$30,920
January 1, 2026 – December 31, 2026	\$30,920
January 1, 2027 – December 31, 2027	\$30,920
January 1, 2028 – December 31, 2028	\$30,920
January 1, 2029 – December 31, 2029	\$30,920

3. Only Qualifying Expenditures are eligible for the investment tax credit. For purposes of this benefit, "Qualifying Expenditures" means:
 - i. The purchase price of real property and any buildings and structures located on the real property.
 - ii. The cost of improvements made to real property which is used in operation of the business.
 - iii. The costs of machinery and equipment, as defined in Iowa Code section 427A.1(1) "e" and "j" purchased for use in the operation of the business and for which the purchase price may have been depreciated in accordance with GAAP.
4. If the Project includes leasing of new construction or major renovation of an existing building, the annual base rent paid to a third-party developer by Recipient must be for a period equal to the term of the lease agreement but cannot exceed the maximum term of the agreement, provided the cumulative cost of the base rent payments for that period does not exceed the cost of the land or the third-party developer's costs to build or renovate the building for the Recipient. Limitations to annual base rent shall only be considered when the Project includes the construction of a new building or the major renovation of an existing building. The

Recipient shall enter into a lease agreement with the third-party developer for a minimum of five years.

(e) *Reserved.*

SECTION 3: ADDITIONAL COVENANTS

In addition to the Covenants described in Article 7 of the Contract, the Recipient shall be bound to the additional covenants:

3.1 Job Obligations. By the Project Completion Date, the Recipient shall create and/or retain the number of FTE Created Jobs and Retained Jobs included in, for Retained Jobs, and above, for Created Jobs, the Recipient's Base Employment Level, as detailed in Exhibit D – Job Obligations, and maintain the jobs through the Maintenance Period.

3.2 Wage Obligations. The Qualifying Wage Threshold rates specific to this Contract that must be met are stated in Exhibit D, Job Obligations. By the Project Completion Date and through the Maintenance Completion Period Date, the Recipient shall:

(a) For Projects in Economically Distressed Areas or at a designated Grayfield Site, the Qualifying Wage Threshold requirement applicable to all phases of the Project is 100% of the Qualifying Wage Threshold.

(b) For Projects at a designated Brownfield Site, the Qualifying Wage Threshold requirement applicable to all phases of the Project is 90% of the Qualifying Wage Threshold.

(c) For all other Projects:

1. For the *Created Jobs*, pay 100% of the Qualifying Wage Threshold at the start of the Project Completion Period, at least 120% of the Qualifying Wage Threshold by the Project Completion Date, and at least 120% of the Qualifying Wage Threshold until the Maintenance Period Completion Date.

2. For the *Retained Jobs*, pay at least 120% of the Qualifying Wage Threshold throughout both the Project Completion Period and the Maintenance Period.

3.3 Provide Sufficient Benefits. The Recipient shall provide Sufficient Benefits to all employees included as part of the job and wage obligations.

SECTION 4: ADDITIONAL DEFAULT PROVISIONS

In addition to the default provisions included in Article 9 of the Contract, the following default provisions shall apply:

4.1 Repayment of Tax Incentives Received - High Quality Jobs Program. IDR is the state agency responsible for collecting the value of any Tax Incentives received in violation of the terms of this Contract. The Community is the party responsible for collecting the value of the local tax incentives received in violation of this Contract. IEDA will determine if the Recipient has met the terms of this Contract. If there is an unremedied Event of Default, IEDA will provide written notice to IDR and the Community. Calculation of the amount owed may be based on a sliding scale in certain circumstances and may include interest assessed by IDR. Those circumstances are as follows:

(a) Failure to Meet Job Obligations by Project Completion Date. If the Recipient does not meet its Job Obligations as detailed in Exhibit D, Job Obligations by the Project Completion Date, the repayment amount shall be the same proportion as the amount of the shortfall in created jobs. For example, if the business creates 50 percent of the jobs required, the business shall repay 50 percent of the incentives received. For Modernization Projects, Recipient shall maintain the Base Employment Level. Any job loss may result in a proportional reduction or repayment of incentives received.

Upon repayment of the amount due, IEDA will reduce the Recipient's Job Obligations. The reduced Job Obligations must be maintained through the Maintenance Period Completion Date.

(b) Job shortfall at Maintenance Period Completion Date. If the Recipient does not maintain its adjusted Job Obligations through the Maintenance Period Completion Date, Recipient shall repay an additional percentage of the Tax Incentives it has received. The amount to be repaid will be calculated as described in subsection (a) above.

(c) Qualifying Investment. If the Business does not meet its Qualifying Investment requirement as defined in Section 2 of this Exhibit, the repayment amount shall be the same proportion as the amount of the shortfall in required Qualifying Investment. For example, if the business meets 75 percent of the amount of required capital investment, the business shall repay 25 percent of the amount of the incentives received.

(d) Less than Total Project Cost at Project Completion Date. If the Recipient does not complete the Project with a Total Project Cost as stated in Exhibit C, Project Description and Award Budget, by the Project Completion Date Recipient shall repay a portion of the Tax Incentives received.

For example, if the Recipient's required Total Project Cost is 10% less than pledged, 10% of the value of the Tax Incentives received, plus any interest assessed by IDR, must be repaid.

(e) Repayment Amount If Shortfall in Job Obligations, Qualifying Investment and/or Less Than Total Project Cost. If the Recipient experiences a shortfall in two or more of its requirements related to Job Obligations, Qualifying Investment, or the Total Project Cost, IEDA will calculate the percentage owed for the Recipient's failure to meet each of the requirements. The higher of these amounts shall be the amount Recipient shall repay to IDR.

(f) Selling, Disposing, or Razing of Property. If, within five years of purchase, the Recipient sells, disposes of, razes, or otherwise renders unusable all or a part of the land, building, or other existing structures for which an investment tax credit was claimed, the income tax liability of the Recipient for the year in which all or part of the property is sold, disposed of, razed, or otherwise rendered unusable shall be increased by one of the following amounts, plus any interest assessed by IDR:

1. 100% of the tax credit claimed if the property ceases to be approved for the tax credit within one full year after being placed in service.
2. 80% of the tax credit claimed if the property ceases to be approved for the tax credit within two full years after being placed in service.
3. 60% of the tax credit claimed if the property ceases to be approved for the tax credit within three full years after being placed in service.
4. 40% of the tax credit claimed if the property ceases to be approved for the tax credit within four full years after being placed in service.

5. 20% of the tax credit claimed if the property ceases to be approved for the tax credit within five full years after being placed in service.

- End of Exhibit B – 1 -

DRAFT

**DESCRIPTION OF THE PROJECT AND AWARD BUDGET
(EXHIBIT C)**

Name of Recipient: Universal Tank & Fabrication Inc.

Name of Community: City of Dubuque

Contract Number: 25-HQJP-006

PROJECT DESCRIPTION

Recipient will add a 28,000 sq. ft. building designed for blasting/painting and assembling products.

AWARD BUDGET

SOURCE OF FUNDS	AMOUNT	FORM	USE OF FUNDS	COST
IEDA Programs			*Land Acquisition	
HQJP Tax Credit		¹ See Below	*Site Preparation	
Business	\$4,065,000	Cash	*Building Acquisition	
			*Building Construction	
			*Building Remodeling	
			Lease Payments	\$1,080,000
			*Mfg Machinery and Equipment	\$2,775,000
			*Other Machinery and Equipment	\$190,000
			Racking, Shelving, etc.	
			*Computer Hardware	\$10,000
			Computer Software	
			*Furniture and Fixtures	\$10,000
			Working Capital	
			Research and Development	
			Job Training	
			*included as capital investment if awarded tax credit program	
Total	\$4,065,000		Total	\$4,065,000

¹\$274,600 estimated benefit value

OTHER FUNDING

SOURCE OF FUNDS	TOTAL AMOUNT	FORM/TERM	USED AS MATCH
TIF Rebate	\$696,000	10-Years, 100%	YES
Tax Abatement			
260E Job Training			
In-Kind Contributions			
RISE			
RED			
Other			

EXHIBIT D – JOB OBLIGATIONS

Recipient: Universal Tank & Fabrication Inc.

Community: City of Dubuque

Contract Number: 25-HQJP-006

This Project has been awarded Project Completion Assistance and Tax Incentives from the High Quality Jobs Program (HQJP) – Tax Credit Component. The chart below outline the contractual job obligations related to this Project.

Data in the “Employment Base” column has been verified by IEDA and reflects the employment characteristics of the facility receiving funding before this award was made. Jobs to be retained as a part of this Project must be included in these calculations.

Data in the “Jobs To Be Created” column outlines the new full-time jobs (including their wage characteristics) that must be added to the employment base and, if applicable, statewide employment base as a result of this award.

At the Project Completion Date and through the Maintenance Period Completion Date, the Recipient must achieve, at a minimum, the numbers found in the “Total Job Obligations” column.

HQJP JOB OBLIGATIONS		Employment Base	Jobs To Be Created	Total Job Obligations
Project Completion Date: November 30, 2027				
Maintenance Period Completion Date: November 30, 2029				
Total employment at project location		41	15	56
Average wage of total employment at project location		\$34.21		
Qualifying Laborshed Wage threshold requirement (per hr)		\$28.96 (120%)		
Number of jobs at or above qualifying wage		26	15	41
Average Wage of jobs at or above qualifying wage		\$39.56		

Notes re: Job Obligations

1. When determining the number of jobs at or above the qualifying wage, wages will include only the regular hourly rate that serves as the base level of compensation. The wage will not include nonregular forms of compensation such as bonuses, unusual overtime pay, commissions, stock options, pension, retirement or death benefits, unemployment benefits or other insurance, or other fringe benefits.
2. Employment Base includes 0 “Retained Jobs”.

If the Recipient uses or proposes to use a non-standard work week (8 hours a day, 5 days a week, 52 weeks a year including holidays, vacation and other paid leave), check the box below and describe that alternative schedule. The alternative schedule must meet the requirements of 261 IAC 173.2.) If the box is not checked or if no alternative schedule is provided, IEDA will consider “*Full-time Equivalent (FTE) Job*” to mean the employment of one person for 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, including paid holidays, vacations and other paid leave.

☐ The Recipient shall use an alternative work week for purposes of its employees described in the Contract. The alternative work week is as follows: [description].

Sufficient Benefits Deductible Requirements

Recipient shall provide Sufficient Benefits with a maximum deductible of \$3,000 for single coverage or \$6,000 for family coverage.

RESOLUTION NO. _____-24

APPROVING THE CONTRACT FOR STATE BUSINESS FINANCIAL ASSISTANCE BY AND AMONG UNIVERSAL TANK & FABRICATION INC., THE CITY OF DUBUQUE, IOWA, AND THE IOWA ECONOMIC DEVELOPMENT AUTHORITY

Whereas, Universal Tank & Fabrication Inc. has proposed making a Four Million Nine Hundred Twenty-Five Thousand Dollar (\$4,925,000) investment in building improvements to its existing facility at 8025 Chavenelle Drive (the Project) which will allow the creation of a minimum of ten (10) full-time jobs in the City of Dubuque; and

Whereas, the City Council of the City of Dubuque, Iowa has considered the proposal and has determined that the proposed Project will contribute to the local economy; and

Whereas, financial assistance from the Iowa Economic Development Authority is designed to assist in the economic development efforts of local jurisdictions; and

Whereas, the Iowa Economic Development Authority has requested execution of an Economic Development Assistance Contract in order to finalize incentives and document associated terms for the tenant improvements of Universal Tank & Fabrication, Inc. for the proposed project; and

Whereas, the City Council finds that approval by the City of Dubuque of Economic Development Assistance Contract 25-HQJP-006 by and among Universal Tank & Fabrication, Inc., the City of Dubuque, and the Iowa Economic Development Authority, a copy of which is attached hereto, 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 Economic Development Assistance Contract 25-HQJP-006 is hereby approved.

Section 2. That the Mayor is hereby authorized to execute and the City Manager is hereby directed to submit the Economic Development Assistance Contract 25-HQJP-006 to the Iowa Economic Development Authority together with such other documents as may be required.

Passed, approved, and adopted this 16th day of December, 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 10.

ITEM TITLE: FY24/PY23 End-of-Year Review for the Community Development Block Grant Consolidated Annual Performance and Evaluation Report (CAPER)

SUMMARY: City Manager providing information to summarize an End-of-Year Review the City of Dubuque received from the U.S. Department of Housing and Urban Development (HUD) regarding the Community Development Block Grant (CDBG) funds for FY24/PY23.

SUGGESTED DISPOSITION: Receive and File

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Dubuque 2023 Year End Performance Letter

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: FY24/PY23 End-of-Year Review for the Community Development Block Grant Consolidated Annual Performance and Evaluation Report (CAPER)

DATE: December 10, 2024

Housing & Community Development Director Alexis Steger is providing information to summarize an End-of-Year Review the City of Dubuque received from the U.S. Department of Housing and Urban Development (HUD) regarding the Community Development Block Grant (CDBG) funds for FY24/PY23. The End-of-Year Review is a comprehensive performance review of the City's overall progress. To demonstrate our progress, the City submits a CDBG Consolidated Annual Performance and Evaluation Report (CAPER) for activities from the period of July 1, 2023, through June 30, 2024. The End-of-Year Review is based off the City's CAPER submission.

The End-of-Year Review congratulated the City of Dubuque on our many accomplishments during FY24/PY23 including:

- Over \$110,000 CDBG resources were expended within the city's housing program to complete lead-based paint reduction for affordable properties throughout Dubuque.
- The city utilized \$20,000 in CDBG funds to assist four low to moderate income families in becoming first time homebuyers through its downpayment assistance program.
- The city rehabilitated 15 single-family residential units in order to maintain affordable housing throughout the community and provided over \$690,000 in resources for multi-unit residential rehabilitation.
- For 2023, the city utilized over \$235,000 in CDBG resources for public service activities. These activities included youth services and employment training which benefited low to moderate income persons throughout the community.
- The city certified that it would provide an overall benefit to low to moderate income (LMI) persons annually of at least 70 percent. In 2023, 100% of the city's eligible CDBG funds were used for the benefit of LMI persons.
- The CDBG regulatory standard for timeliness at 24 CFR 570.902 requires that no more than 1.5 years of funds remain unexpended 60 days prior to the end of the program year. Based on expenditure information in IDIS, the city had an adjusted draw ratio of 1.45 on May 2, 2024. The ratio calculation included the letter of

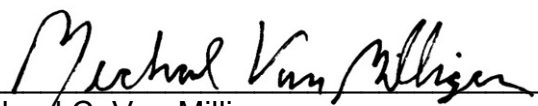
credit balance adjusted for program income on the date of the timeliness test. The city was in compliance with this standard.

These successes are made possible through collaboration between Housing and Community Development staff and community partners.

In addition to the city's accomplishments, Office of Fair Housing and Equal Opportunity (FHEO) provided recommendations including:

- ensure all notices utilized throughout the citizen participation process are attached to the CAPER
- ensure that the city's lack of citizen comments on the CAPER are not tied to a civil rights related barrier
- encourage the city to continue addressing the identified barriers and further fair housing.

Housing and Community Development staff is confident we are following these recommendations and will continue to make this work a priority. For example, all notices utilized throughout the citizen participation process were attached to the CAPER. Additionally, staff review all citizen comments to make sure they are not tied to a civil rights related barrier and, if they were, ensure the proper steps are taken to follow our processes regarding civil rights. Lastly, the city continually addresses identified barriers and furthers fair housing. The most recent example is the city's work with the Analysis of Impediments to Fair Housing document that will outline Goals and Actions to city to implement for the next five years


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Alexis Steger, Housing & Community Development Director
Mary Bridget Corken-Deutsch, Community Development Specialist



TO: Michael C. Van Milligen, City Manager

FROM: Alexis M. Steger, Housing and Community Development Director

SUBJECT: FY24/PY23 End-of-Year Review for the Community Development Block Grant Consolidated Annual Performance and Evaluation Report (CAPER)

DATE: December 12, 2024

Introduction

The purpose of this memorandum is to summarize an End-of-Year Review the City of Dubuque received from the U.S. Department of Housing and Urban Development (HUD) regarding the Community Development Block Grant (CDBG) funds for FY24/PY23. The End-of-Year Review is a comprehensive performance review of the city's overall progress. To demonstrate our progress, the city submits a CDBG Consolidated Annual Performance and Evaluation Report (CAPER) for activities from July 1, 2023 through June 30, 2024. The End-of-Year Review is based off the city's CAPER submission.

Discussion

HUD's Office of Community Planning and Development partners with state and local governments to ensure that our joint efforts result in housing and community development programs and policies that benefit and serve low- and moderate-income persons. To meet these requirements, HUD reviews the city's CDBG program to ensure it's following the consolidated plan, managing CDBG funds under compliance and regulatory requirements, providing accurate performance reports, and evaluating the city is meeting our objectives.

The End-of-Year Review congratulated the City of Dubuque on our many accomplishments during FY24/PY23 including:

- Over \$110,000 CDBG resources were expended within the city's housing program to complete lead-based paint reduction for affordable properties throughout Dubuque.
- The city utilized \$20,000 in CDBG funds to assist four low to moderate income families in becoming first time homebuyers through its downpayment assistance program.

- The city rehabilitated 15 single-family residential units in order to maintain affordable housing throughout the community and provided over \$690,000 in resources for multi-unit residential rehabilitation.
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- The city certified that it would provide an overall benefit to low to moderate income (LMI) persons annually of at least 70 percent. In 2023, 100% of the city's eligible CDBG funds were used for the benefit of LMI persons.
- The CDBG regulatory standard for timeliness at 24 CFR 570.902 requires that no more than 1.5 years of funds remain unexpended 60 days prior to the end of the program year. Based on expenditure information in IDIS, the city had an adjusted draw ratio of 1.45 on May 2, 2024. The ratio calculation included the letter of credit balance adjusted for program income on the date of the timeliness test. The city was in compliance with this standard.

These successes are made possible through collaboration between Housing and Community Development staff and community partners.

In addition to the city's accomplishments, Office of Fair Housing and Equal Opportunity (FHCO) provided recommendations including:

- ensure all notices utilized throughout the citizen participation process are attached to the CAPER
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Housing and Community Development staff is confident we are following these recommendations and will continue to make this work a priority. For example, all notices utilized throughout the citizen participation process were attached to the CAPER. Additionally, staff review all citizen comments to make sure they are not tied to a civil rights related barrier and, if they were, ensure the proper steps are taken to follow our processes regarding civil rights. Lastly, the city continually addresses identified barriers and furthers fair housing. The most recent example is the city's work with the Analysis of Impediments to Fair Housing document that will outline Goals and Actions to city to implement for the next five years.

Requested Action

I respectfully submit this memo as informational only.

Prepared by: Mary Bridget Corken-Deutsch, Community Development Specialist



U.S. Department of Housing and Urban Development

Omaha Field Office
Edward Zorinsky Federal Building
1616 Capitol Avenue, Suite 329
Omaha, Nebraska 68102-4908

December 3, 2024

Ms. Alexis Steger, CPA
Housing and Community Development Director
City of Dubuque
350 West 6th Street, Suite 312
Dubuque, IA 52001

Dear Ms. Steger:

Subject: Consolidated End-of-Year Review, Program Year 2023

HUD's Office of Community Planning and Development has sought to establish partnerships with state and local governments. The focus of our partnership has been to work with communities to ensure that our joint efforts result in housing and community development programs and policies that benefit and serve low- and moderate-income (LMI) persons. These efforts occur within the framework of the statutes we administer and the regulations and emerging policies that are designed to improve program performance.

The provisions of the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, require the annual submission of performance reports by grant recipients receiving federal assistance through programs covered under these Acts. Additionally, these Acts require that a determination be made by the Secretary that the grant recipient is in compliance with the statutes and has the continuing capacity to implement and administer the programs for which assistance is received.

In order to meet these requirements, the Department will be making a comprehensive performance review of your overall progress at least annually, as required by Section 91.525 of the regulations. The review consists of analyzing your consolidated planning process; reviewing management of funds; determining the compliance of funded activities with statutory and regulatory requirements; determining the accuracy of required performance reports; as well as evaluating your accomplishments in meeting key Departmental objectives.

This assessment not only meets the mandates of the statutes, but also provides a basis for working together in collaboration to help you achieve your housing and community development goals. One critical outcome of this collaboration should be the development of a more comprehensive, effective, and concise Consolidated Plan and improved performance in achieving specific goals that correspond to the activities outlined in your forthcoming Action Plan.

We congratulate the City of Dubuque on their many accomplishments during fiscal year 2023 and on achieving housing and community development objectives. Some examples are as follows:

- Over \$110,000 CDBG resources were expended within the City's housing program in order to complete lead based paint reduction for affordable properties throughout Dubuque.

- The City utilized \$20,000 in CDBG funds to assist four low to moderate income families in becoming first time homebuyers through its downpayment assistance program.
- The City rehabilitated 15 single-family residential units in order to maintain affordable housing throughout the community and provided over \$690,000 in resources for multi-unit residential rehabilitation.
- For 2023, the City utilized over \$235,000 in CDBG resources for public service activities. These activities included youth services and employment training which benefited low to moderate income persons throughout the community.
- The City certified that it would provide an overall benefit to low to moderate income (LMI) persons annually of at least 70 percent. In 2023, 100% of the City's eligible CDBG funds were used for the benefit of LMI persons.
- The CDBG regulatory standard for timeliness at 24 CFR 570.902 requires that no more than 1.5 years of funds remain unexpended 60 days prior to the end of the program year. Based on expenditure information in IDIS, the City had an adjusted draw ratio of 1.45 on May 2, 2024. The ratio calculation included the letter of credit balance adjusted for program income on the date of the timeliness test. The City was in compliance with this standard.

In addition, the Office of Fair Housing and Equal Opportunity (FHEO) received a copy of the City's FY 2023 CAPER. Based on FHEO's review, the following recommendations are provided related to subsequent CAPER submittals that include:

- Ensure all notices utilized throughout the citizen participation process are attached to the CAPER;
- Ensure that the City's lack of citizen comments on the CAPER are not tied to a civil rights related barrier; and
- Encourage the City to continue addressing the identified barriers and further fair housing.

In conclusion, as a result of our analysis, we have determined that your overall progress in 2023 was satisfactory. This determination is based upon the information available to this office and does not reflect a comprehensive evaluation of specific activities.

Should you or your staff have any questions, please contact Mr. Brian Gaskill, Senior Community Planning and Development Representative, by email at brian.o.gaskill@hud.gov.

Sincerely,

ANDERSON STOUTE

Digitally signed by: ANDERSON STOUTE
DN: cn = ANDERSON STOUTE, email = ANDERSON.
STOUTE@HUD.GOV, c = AD, o = HUD, ou = CPD
Date: 2024.12.03 08:38:54 -0600

Anderson Stoute
Director
Office of Community
Planning and Development

cc: Mary Bridget Corken Deutsch

**City of Dubuque
City Council**

CONSENT ITEMS # 11.

ITEM TITLE: Lead & Healthy Home Program Grant Agreement

SUMMARY: City Manager recommending City Council accept the Lead and Healthy Homes Program Grant awarded to the City of Dubuque in the amount of \$5,197,053 to administer the Lead and Healthy Homes Program, partnering with Visiting Nurses Association to help evaluate the health needs in the home, and authorize the Mayor to execute the agreement.
RESOLUTION Resolution Authorizing The City Manager Or His Designee To Execute An Agreement And Any Further Documents Required For The Execution Of The Lead And Healthy Homes Grant Award

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

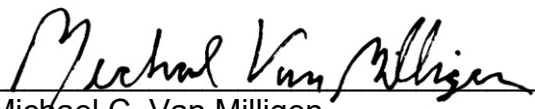
ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Resolution Accepting Award
4. City of Dubuque Award Acceptance

TO: The Honorable Mayor and City Council Members
FROM: Michael C. Van Milligen, City Manager
SUBJECT: Lead & Healthy Home Program Grant Agreement
DATE: December 12, 2024

Housing & Community Development Director Alexis Steger is recommending City Council accept the Lead and Healthy Homes Program Grant awarded to the City of Dubuque in the amount of \$5,197,053 to administer the Lead and Healthy Homes Program, partnering with Visiting Nurses Association to help evaluate the health needs in the home, and authorize the Mayor to execute the agreement. Additionally, the City Council authorizes the City Manager, or his designee, may execute any further documents as required for the successful completion of this grant opportunity.

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
Jenny Larson, Chief Financial Officer
Mary Rose Corrigan, Public Health Director

TO: Michael C. Van Milligen, City Manager

FROM: Alexis M. Steger, Housing & Community Development Director

DATE: December 12, 2024

RE: Lead & Healthy Home Program Grant Agreement

Introduction

The purpose of this memorandum is to request the City Council's authorization of an agreement with the U.S. Department of Housing & Urban Development (HUD) for the use of \$5,197,053 to administer the Lead and Healthy Homes Program.

Background

The City of Dubuque has been administering a Lead and Healthy Homes Program for over 30 years. This program assists residents in making their homes lead safe through remediation of the lead hazards in the home.

The City of Dubuque submitted a Lead and Healthy Homes grant application in August 2024, to request \$5,197,053 to continue this program for an additional 48-months. In late November 2024, the City of Dubuque was awarded these funds, and the City began negotiations with HUD to develop the agreement between HUD and the City of Dubuque for the use of the funds.

Discussion

The Housing & Community Development Department (HCDD) will administer this program, partnering with Visiting Nurses Association to help evaluate the health needs in the home.

Requested Action

I respectfully request City Council to accept the Lead and Healthy Homes Program Grant awarded to the City of Dubuque, and authorizing the Mayor to execute the agreement. Additionally, the City Council authorizes the City Manager, or his designee, may execute any further documents as required for the successful completion of this grant opportunity.

Cc: Jenny Larson, Budget and Finance Director
Cori Burbach, Assistant City Manager
Mary Rose Corrigan, Public Health Specialist

RESOLUTION NO. ____-24

RESOLUTION AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE AN AGREEMENT AND ANY FURTHER DOCUMENTS REQUIRED FOR THE EXECUTION OF THE LEAD AND HEALTHY HOMES GRANT AWARD

Whereas, the U.S. Department of Housing and Urban Development has published a Notice of Funding Availability (NOFA) for the Lead and Healthy Homes Program; and

Whereas, the City of Dubuque applied for the grant opportunity in August 2024 in the amount of \$5,197,053; and

Whereas, the U.S. Department of Housing and Urban Development awarded \$5,197,053 to the City of Dubuque to administer the Lead and Healthy Homes Program, and entered into negotiations for an agreement; and

Whereas, the City of Dubuque proposes acceptance of the Lead and Healthy Homes Program funding from the U.S. Department of Housing and Urban Development to assist approximately 100 units.

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

Section 1: The Mayor is hereby authorized accept the \$5,197,053 Lead and Healthy Homes funds and approve the agreement with the U.S. Department of Housing and Urban Development; and

Section 2: That the City Manager and the Housing & Community Development Director are hereby authorized and directed to execute any further documents to ensure the grant program regulations stipulated in the agreement are met.

Passed, approved and adopted this 16th day of December 2024.

Brad N Cavannah
Mayor

Attest:

Adrienne Brietfelder
City Clerk

Assistance Award/Amendment

U.S. Department of Housing and Urban Development Office of Administration

1. Assistance Instrument ☐ Cooperative Agreement ☒ Grant		2. Type of Action ☒ Award ☐ Amendment	
3. Instrument Number IALHB0805-24	4. Amendment Number	5. Effective Date of this Action See Block #20	6. Control Number
7. Name and Address of Recipient City of Dubuque 350 W 6th Street, Suite 312 Dubuque, IA 52001-4648		8. HUD Administering Office HUD, Office of Lead Hazard Control and Healthy Homes 451 Seventh Street, SW Room 8236 Washington, DC 20410	
		8a. Name of Administrator Chebria Trimble Chebria.Trimble@hud.gov	8b. Telephone Number 202-402-3049
10. Recipient Project Manager Christina Schneider, cschneid@cityofdubuque.org, 563-589-1724		9. HUD Government Technical Representative Gail Ward; Gail.N.Ward@hud.gov; 202-402-6004	
11. Assistance Arrangement ☒ Cost Reimbursement ☐ Cost Sharing ☐ Fixed Price	12. Payment Method ☐ Treasury Check Reimbursement ☐ Advance Check ☒ Automated Clearinghouse	13. HUD Payment Office U.S. Dept. of HUD CFO Accounting Center, 6AF 801 Cherry St., Unit #45 Ste. 2500 Fort Worth, TX 76102	
14. Assistance Amount Previous HUD Amount \$0.00 HUD Amount this action \$5,197,053.00 Total HUD Amount \$5,197,053.00 Recipient Amount \$691,888.00 Total Instrument Amount \$5,888,941.00		15. HUD Accounting and Appropriation Data 8622/240174 22LRLH/LRLHR LR1 00/98 - \$4,460,453.00 8622/240174 22LRHH/LRHHI HH1 00/98 - \$736,600.00	15b. Reservation number LBPHC-08
		Amount Previously Obligated \$0.00	
		Obligation by this action \$5,197,053.00	
		Total Obligation \$5,197,053.00	
16. Description 42-6004596 JEFFREY HEUWINKEL Digitally signed by JEFFREY HEUWINKEL Date: 2024.09.30 18:19:03 -0400 Employer Identification: 42-6004593 UEI: F8K7 QWQ5 1936 Program: LR1/HH1 This instrument sets forth the agreement between the parties as to all terms and conditions and provisions herein. By signing this award document, the Grantee certifies that it is in compliance with all administrative and financial provisions of this award. This grant instrument consists of the following, some of which are incorporated by reference: 1. Cover Page, HUD 1044 2. FY 2024 Terms and Conditions 3. Statement of Work/Work Plan/Benchmark Standards 4. Grantee's financial and technical proposal 5. Mutually agreed and negotiated proposal changes 6. Abstract of grant activities 7. Lead Hazard Control Program Policy Guidance Issuances "PGI-2015-01- Clarification of Costs for LHRD and LBPHC Grant Programs" 8. <u>TITLE 2: GRANTS AND AGREEMENTS - PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS</u> https://www.ecfr.gov/current/title-2/part-200 9. Notice of Grant Opportunity announced in FR-6800-N-13 Posted date: 6/21/2024 New POP: January 1, 2025 - January 1, 2029 Valerie Holzherr on behalf of Katina Jordan			
Period of Performance: Novemeber 15, 2024 to November 15, 2028 months – 48 months			
17. ☒ Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office		18. ☐ Recipient is not required to sign this document.	
19. Recipient (By Name)		20. HUD (By Name) Jeffrey R. Heuwinkel, Grant Officer	
Signature & Title	Date (mm/dd/yyyy)	Signature & Title	Date (mm/dd/yyyy)
		KATINA JORDAN Digitally signed by: KATINA JORDAN DN: cn = KATINA JORDAN c = US o = U.S. Government OU = Department of Housing and Urban Development, Office of Healthy Homes and Lead Hazard Control Date: 2024.09.24 20:26:56 -0400	

form HUD-1044 (8/90)

**City of Dubuque
City Council**

CONSENT ITEMS # 12.

ITEM TITLE:	Request for Approval of Pet Licensing Service RFP
SUMMARY:	City Manager recommending City Council approval to publish a Request for Proposal (RFP) and solicit proposals for a Pet Licensing Service in the Health Services Department Animal Control Activity.
SUGGESTED DISPOSITION:	Receive and File; Approve
ATTACHMENTS:	
	1. MVM Memo
	2. 2024.12.06 MVM Request to Publish Pet Licensing RFP

TO: The Honorable Mayor and City Council Members
FROM: Michael C. Van Milligen, City Manager
SUBJECT: Request for approval of Pet Licensing Service RFP
DATE: December 10, 2024

Public Health Director Mary Rose Corrigan is recommending City Council approval to publish a Request for Proposal (RFP) and solicit proposals for a Pet Licensing Service in the Health Services Department Animal Control Activity.

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
Mary Rose Corrigan, Public Health Director



Health Services Department
City Hall Annex
1300 Main Street
Dubuque, IA 52001
Office (563) 589-4181
Fax (563) 589-4299
TTY (563) 589-4193
health@cityofdubuque.org
www.cityofdubuque.org

TO: Mike Van Milligen, City Manager

FROM: Mary Rose Corrigan, Public Health Director

SUBJECT: Request for approval of Pet Licensing Service RFP

DATE: December 6, 2024

INTRODUCTION

This memo requests your approval to publish a Request for Proposal (RFP) and solicit proposals for a Pet Licensing Service in the Health Services Department Animal Control Activity.

BACKGROUND

PetData has provided pet licensing services for the city since 2009. At that time, they were the only pet licensing system/service available. Citizens and staff have voiced complaints for several years regarding the limitations of the current PetData system. Current technology has outpaced the ability of PetData to meet the city's pet licensing needs.

DISCUSSION

The City's current finance system, Tyler, was researched for the possibility of providing pet licensing. After discussions, it was determined that Tyler would have to develop a system for an additional cost. We are aware of several systems now available for Pet Licensing for local governments and we have had preliminary demonstrations. From this preliminary research, an RFP for Pet Licensing could provide options for improved service to staff and customers.

The Pet Licensing RFP Committee membership consists of:

Mary Rose Corrigan, Public Health Director
Connie Mueller, Health Services Administrative Assistant
McKinzie Flanagan, Animal Control Officer
Scott Schlichte, Lead Application Network Analyst
Kate Weidemann, Finance Department Accountant

The committee developed an RFP document to address the needs and desired features for a pet licensing system.

Specifically, the timeline for the RFP process is:

Date	Description
December 17, 2024	Release RFP
January 08, 2025	Deadline for requests for clarification/questions (4:00 PM CDT)
January 13, 2025	Answers to submitted questions provided
January 16, 2025	Proposals due (4:00 PM CDT)
February 3, 2025	Finalists notified for software demonstrations
February 2025	Software demonstrations
February 2025	Complete contract negotiations with recommended vendor
March -April 2025	Award of contract by City Council
May – July 2025	Implementation Begins

Health Services Department staff have not done a current thorough analysis of what resources would be necessary to discontinue contracting with a pet licensing system and bring it back entirely in house, as it was prior to 2009. However, from past and current experience, we know this would require additional staffing.

REQUESTED ACTION

Approve the Pet RFP for publication to solicit bids for a Pet Licensing Service.

cc: Committee Members

**City of Dubuque
City Council**

CONSENT ITEMS # 13.

ITEM TITLE: Acceptance of Certain Subdivision Improvements in Silver Oaks Estates #3 (Phase 2 of Silver Oaks Subdivision)

SUMMARY: City Manager recommending City Council adopt the attached resolution accepting certain public improvements in Silver Oaks Estates # 3 (Phase 2 of Silver Oaks Subdivision).
RESOLUTION Accepting Public Improvements in Silver Oaks Estates # 3 (Silver Oaks Phase 2), in the City of Dubuque, Iowa

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

ATTACHMENTS:

1. MVM Memo
2. SILVER OAKS phase 2 imp accept memo
3. SILVER OAKS phase 2 imp accept resolution
4. silver oaks phasing map

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

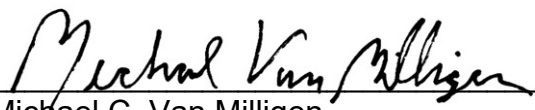
SUBJECT: Acceptance of Certain Subdivision Improvements in Silver Oaks Estates #3 (Phase 2 of Silver Oaks Subdivision)

DATE: December 9, 2024

City Engineer Gus Psihoyos is recommending City Council adopt the attached resolution accepting certain public improvements in Silver Oaks Estates # 3 (Phase 2 of Silver Oaks Subdivision).

Upon inspection by the City, it has been determined that the public improvements required by Resolution 284-22, except for storm water detention facilities, have been completed in accordance with plans approved by the City Council and in conformance with City specifications. Maintenance guarantees for said public improvements shall be provided by the owners, Royal Oaks Development Corporation, for a period of two (2) years from the date of acceptance by City Council.

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



Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Nate Kieffer, Land Surveyor
Arielle Swift, Public Works Director
Chris Lester, Water Department Director
Carl Plumley, Water Distribution Maintenance Supervisor
Maxwell O'Brien, Civil Engineer II

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: December 2, 2024

SUBJECT: Acceptance of Certain Subdivision Improvements in Silver Oaks Estates # 3 (Phase 2 of Silver Oaks Subdivision)

INTRODUCTION

The enclosed material provides for City Council acceptance of certain public improvements that the developer, Royal Oaks Development Corporation, has recently completed in Silver Oaks Estates # 3 (Phase 2 of Silver Oaks Subdivision).

BACKGROUND

As a condition of subdivision plat approval through Resolution No. 284-22, the developer of Silver Oaks Estates # 3 was required to install certain public improvements including street paving with curb, sanitary sewer main, water main, storm sewers and catch basins, street lighting, fiber optic conduit, accessible sidewalk ramps, and storm water detention facilities and to dedicate said improvements to the City upon completion. Silver Oaks Estates # 3 is known as Phase 2 of the Silver Oaks residential development and includes the area shown as Phase 2 on the attached map.

DISCUSSION

The Subdivision Ordinance requires that upon completion of all the required public improvements, the subdivider shall notify the City in writing of the completion of the improvements, requesting that the City either approve or reject the acceptance of the improvements, together with a statement of reasons for any rejection.

On November 8, 2024, the developer requested City's acceptance of the improvements in Silver Oaks Estates # 3 (Phase 2 of Silver Oaks Subdivision). Upon inspection by the City, it has been determined that the public improvements required by Resolution 284-22, except for storm water detention facilities, have been completed in accordance with plans approved by the City Council and in conformance with City specifications.

RECOMMENDATION

I would, therefore, recommend that the City Council accept the public improvements, except for storm water detention facilities, as described above. Maintenance guarantees for said public improvements shall be provided by the owners, Royal Oaks

Development Corporation, for a period of two (2) years from the date of acceptance by City Council.

ACTION TO BE TAKEN

The City Council is requested to adopt the attached resolution accepting certain public improvements in Silver Oaks Estates # 3 (Phase 2 of Silver Oaks Subdivision).

Prepared by Nate Kieffer, Land Surveyor

CC. Arielle Swift, Public Works Director
Chris Lester, Water Department Director
Carl Plumley, Water Distribution Maintenance Supervisor
Maxwell O'Brien, Civil Engineer II

RESOLUTION NO. -24

ACCEPTING PUBLIC IMPROVEMENTS IN SILVER OAKS ESTATES # 3 (SILVER OAKS PHASE 2), IN THE CITY OF DUBUQUE, IOWA

Whereas, pursuant to Resolution 284-22, certain public improvements including street paving with curb, sanitary sewer main, water main, storm sewers and catch basins, street lighting, fiber optic conduit, accessible sidewalk ramps, and storm water detention facilities were installed by the developer of Silver Oaks Estates # 3 (Phase 2 of Silver Oaks Subdivision) in the City of Dubuque, Iowa; and

Whereas, the improvements, except for storm water detention facilities, have been fully completed and the City Manager has examined the work and has filed a certificate stating that the same has been completed in accordance with the plans approved by the City Council and in conformance with City specifications, and has recommended that the improvements be accepted by the City Council.

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

Section 1. That the recommendation of the City Manager be approved and that said public improvements in Silver Oaks Estates # 3 (Phase 2 of Silver Oaks Subdivision), except for storm water detention facilities, be and the same is hereby accepted.

Section 2. That a maintenance guarantee covering said public improvements shall be provided by the owners, Royal Oaks Development Corporation, for a period of two (2) years from the date of this resolution.

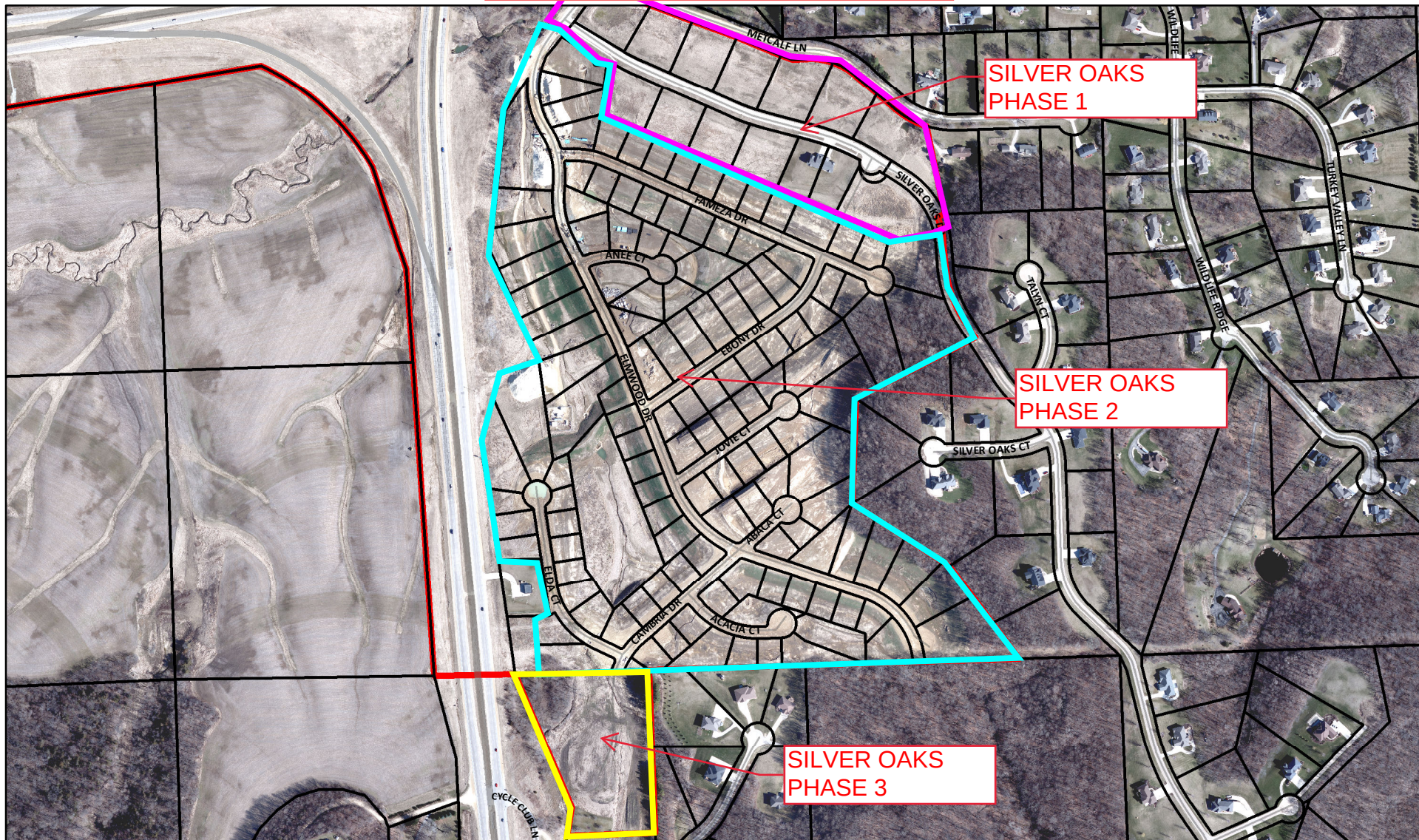
Passed, approved and adopted this ____ day of _____, 2024.

Brad M. Cavanagh, Mayor

Attest:

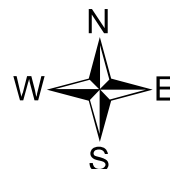
Adrienne N. Breittfelder, City Clerk

AREA MAP
ACCEPTANCE OF PUBLIC
IMPROVEMENTS SILVER OAKS PHASE 2



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

1 inch = 600 feet



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

**City of Dubuque
City Council**

CONSENT ITEMS # 14.

ITEM TITLE: Union at the Marina, LP Property Right of Way Plat and Dedication for Proposed Parking Lot Improvements on Hawthorne Street

SUMMARY: City Manager recommending City Council approve the Acquisition Plat of Lot A of Lot 1-2 of Block 2 in River Front Subdivision No. 3, in the City of Dubuque, Iowa, which provides additional right of way needed to accommodate the proposed public parking lot improvements on Hawthorne Street.

RESOLUTION Approving the Acquisition Plat of Lot A of Lot 1-2 of Block 2 in River Front Subdivision No. 3, in the City of Dubuque, Iowa

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

ATTACHMENTS:

1. MVM Memo
2. 1 union atm row ded plat memo
3. 2 resolution accepting row ded union atm
4. 3 hawthorne ROW acq plat union at marina signed not recorded
5. 4 Annex - Marina - Right of Way Dedication Agreement (4880-0772-5556.v4)-c

TO: The Honorable Mayor and City Council Members

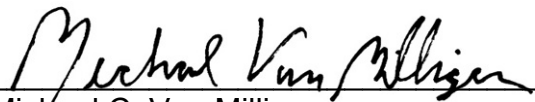
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Union at the Marina, LP Property Right of Way Plat and Dedication – for Proposed Parking Lot Improvements on Hawthorne Street

DATE: December 9, 2024

City Engineer Gus Psihoyos is recommending City Council approve the Acquisition Plat of Lot A of Lot 1-2 of Block 2 in River Front Subdivision No. 3, in the City of Dubuque, Iowa, which provides additional right of way needed to accommodate the proposed public parking lot improvements on Hawthorne Street by the adoption of the attached resolution.

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



Michael C. Van Milligen

MCVM:sv

Attachment

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

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: December 6, 2024

SUBJECT: Union at the Marina, LP Property Right of Way Plat and Dedication – for Proposed Parking Lot Improvements on Hawthorne Street

INTRODUCTION

This memo provides information regarding the platting and acceptance of additional right of way on Hawthorne Street near its intersection with Kerper Boulevard pursuant to a development agreement and subsequent Right of Way Dedication Agreement between the City of Dubuque and Union at the Marina, LP. Union at the Marina, LP is a subsidiary of The Annex Group.

BACKGROUND

Union at the Marina, LP recently purchased 5.25 acres Dubuque at 1860 Hawthorne Street from the City. Union at the Marina, LP plans to use the site to construct its latest housing development. The project will create 201 affordable rental units in the North End of the Greater Downtown Area. The project is anticipated to begin in August of 2025.

The approved site plan includes a proposed public parking lot on the Hawthorne Street Right of Way that partially encroaches onto the Union at the Marina, LP property. Per the attached Right of Way Dedication Agreement, the City of Dubuque and property owner Union at the Marina, LP entered into an agreement on this project. As part of that agreement, Union at the Marina, LP agreed to sell and dedicate to the City the additional right of way needed to accommodate the proposed public parking lot improvements on Hawthorne Street. Per the agreement, the City is responsible for the surveying and platting of the proposed division of the property. The City and Union at the Marina, LP closed on the 5.25-acre property in November of this year.

DISCUSSION

In accordance with the agreement, the additional right of way on Hawthorne Street needs to be platted. The platting of this additional area has been coordinated with the property owner, Union at the Marina, LP, and they have signed and consented to the plat.

The City of Dubuque Engineering Department has prepared the attached acquisition plat to provide the right of way area. The area being platted will be dedicated to the public for street and utility purposes.

RECOMMENDATION

I recommend that the City Council approve the Acquisition Plat of Lot A of Lot 1-2 of Block 2 in River Front Subdivision No. 3, in the City of Dubuque, Iowa, which provides additional right of way needed to accommodate the proposed public parking lot improvements on Hawthorne Street by the adoption of the attached resolution.

ACTION TO BE TAKEN

I respectfully request approval of the Acquisition Plat to accommodate the proposed public parking lot improvements on Hawthorne Street, and acceptance of the dedication of said lot for Right of Way for street and utility purposes, through the adoption of the enclosed resolution.

Prepared by: Nate Kieffer, PLS

Prepared by: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270
Return to: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270

RESOLUTION NO. ____-24

**APPROVING THE ACQUISITION PLAT OF LOT A OF LOT 1-2 OF
BLOCK 2 IN RIVER FRONT SUBDIVISION NO. 3, IN THE CITY OF
DUBUQUE, IOWA**

Whereas, there has been presented to the City Council of the City of Dubuque, Iowa, an Acquisition Plat dated November 18, 2024 prepared by The City of Dubuque Engineering Department describing Lot A of Lot 1-2 of Block 2 in River Front Subdivision No. 3, in the City of Dubuque, Iowa; and

Whereas, said plat conforms to the laws and statutes pertaining thereto;
and

Whereas, upon said plat appears Lot A of Lot 1-2 of Block 2 in River Front Subdivision No. 3, in the City of Dubuque, Iowa, which Union at the Marina, LP by said plat has dedicated to the public forever; and

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

Section 1. That the plat dated November 18, 2024, prepared by The City of Dubuque Engineering Department, relative to the real estate hereinabove described be and the same is hereby approved, and the Mayor and City Clerk be and they are hereby authorized and directed to execute said plat and on behalf of the City of Dubuque, Iowa.

Section 2. That the dedication of Lot A of Lot 1-2 of Block 2 in River Front Subdivision No. 3, in the City of Dubuque, Iowa, for Right of Way for street and utility purposes, as it appears on said Acquisition Plat, be and the same are hereby accepted.

Section 3. That the City Clerk be and is hereby authorized and directed to file said plat and certified copy of this resolution in the office of the Recorder, in and for Dubuque County, Iowa.

Passed, approved and adopted this 16th day of December 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

INDEX LEGEND

Location: Lot 1-2 of Block 2 in River Front Sub. No. 3
in the City of Dubuque, Iowa.
SE 1/4 of Sec. 7 and NE 1/4 of Sec. 18
T89N, R3E

Requestor: City of Dubuque

Proprietor: Union at the Marina, LP

Surveyor: Russell N. Kieffer

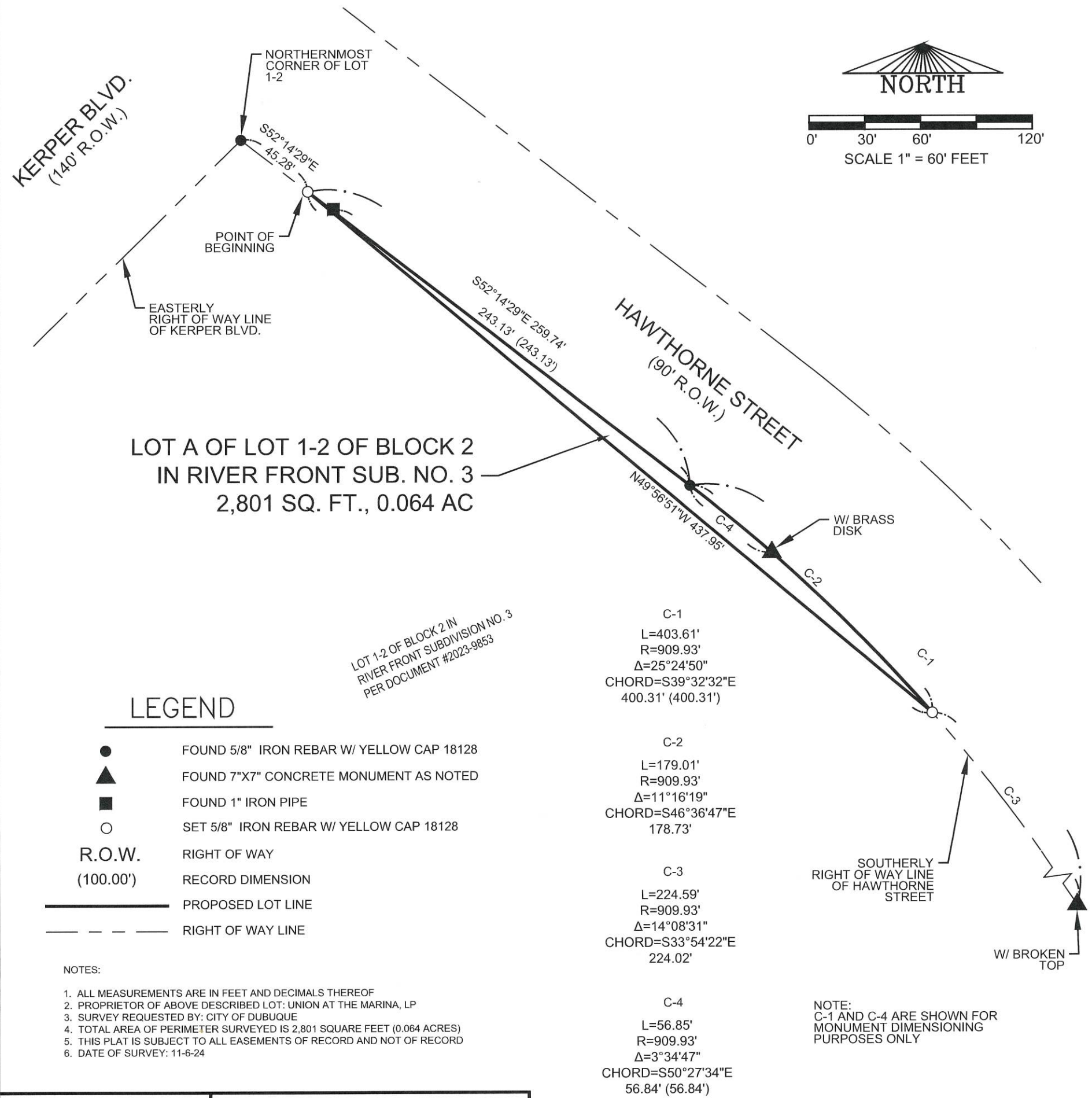
Company: City of Dubuque

Reserved for Recorder

Prepared By: City of Dubuque Address: 50 West 13th St., Dubuque, IA 52001 Ph:563-589-4270

CITY OF DUBUQUE
ACQUISITION PLAT

COUNTY DUBUQUE PARCEL NO. 1118226003 JOB NO.
PROJECT HAWTHORNE STREET SECTION 7 & 18 TWP 89N RANGE 3E
ROW-FEE SEE BELOW EXIST. ROAD N/A PERM. EASEM'T N/A
LEGAL DESCRIPTION LOT 1-2 OF BLOCK 2 IN RIVER FRONT SUB. NO. 3
OWNER UNION AT THE MARINA, LP



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

For the City of Dubuque

Russell N. Kieffer 11-18-2024
Russell N. Kieffer Iowa Lic. No. 18128 Date
My license renewal date is December 31, 2024
Pages or sheets covered by this seal: PAGE 1 ONLY



CITY OF DUBUQUE ENGINEERING DEPARTMENT CITY HALL, 50 WEST 13th STREET DUBUQUE, IA 52001-4864 PHONE (563) 589-4270 FAX (563) 589-4205		
Drawn By: JJB	Approved By: RNK	Date: 11-15-24
LOT A OF LOT 1-2 OF BLOCK 2 IN RIVER FRONT SUB. NO. 3 IN THE CITY OF DUBUQUE, IOWA		
C.I.P. Number:	Sheet Number: 1 of 5	

SURVEYOR'S CERTIFICATE

PROPERTY DESCRIPTION

Lot A of Lot 1-2 of Block 2 in River Front Subdivision No. 3, in the City of Dubuque, Iowa

A part of Lot 1-2 of Block 2 in River Front Subdivision No. 3, in the City of Dubuque, Iowa, more particularly described as follows:

Commencing at the northernmost corner of Lot 1-2 of Block 2 in River Front Subdivision No. 3;

Thence South 52 Degrees 14 Minutes 29 Seconds East along the southerly right of way line of Hawthorne Street, a distance of 45.28 feet to the Point of Beginning;

Thence continuing South 52 Degrees 14 Minutes 29 Seconds East along said right of way line a distance of 259.74 feet;

Thence southeasterly along said right of way line, being a circular curve concave to the southwest having an arc length of 179.01 feet, a radius of 909.93 feet, a chord of 178.73 feet which bears South 46 Degrees 36 Minutes 47 Seconds East;

Thence North 49 Degrees 56 Minutes 51 Seconds West, 437.95 feet to the Point of Beginning, containing 2,801 square feet (0.064 acres), more or less, and is subject to easements, reservations, restrictions and rights of way of record and not of record.

The above-described parcel shall hereinafter be known as **Lot A of Lot 1-2 of Block 2 in River Front Subdivision No. 3, in the City of Dubuque, Iowa.**

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

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



Russell N. Kieffer

Date 11-18-2024

Russell N. Kieffer, P.L.S. No. 18128

My license renewal date is Dec. 31, 2024

Pages on sheets covered by this seal: this sheet only

OWNER'S CONSENT

Dubuque, Iowa

_____, 2024

The foregoing acquisition plat of **Lot A of Lot 1-2 of Block 2 in River Front Subdivision No. 3, in the City of Dubuque, Iowa**, is made with the free consent and in accordance with the desires of the undersigned owners and proprietors of said real estate. We hereby dedicate said Lot A of Lot 1-2 to the public for street and utility purposes.

UNION AT THE MARINA, LP

an Iowa limited partnership

By: UNION AT THE MARINA GP, LLC

an Indiana limited liability company, its General Partner

By:

Klye D. Bach
Klye D. Bach, its General Manager

UNIVERSAL NOTARY CERTIFICATE

STATE OF

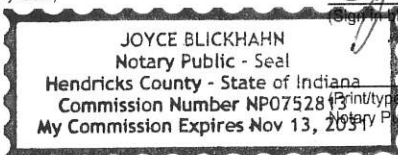
Indiana

COUNTY OF

Marion

On this 27th day of November, 2024, before me, a Notary Public in and for said State, personally appeared Kyle D. Bach, General Manager of Union at the Marina GP, LLC, an Indiana limited liability company, the general partner of Union at the Marina, LP, an Iowa limited partnership, to me personally known, and acknowledged to me that he executed the same in his authorized capacity on behalf of such limited partnership.

(Notary Seal)



Klye D. Bach
(Signature in ink)

CAPACITY CLAIMED BY SIGNER

___ INDIVIDUAL

___ CORPORATE OFFICER(S)

_____(Title)

(CORP SEAL)

___ AFFIXED

___ NO SEAL PROCURED

___ PARTNER(S) ___ LIMITED ___ GENERAL

___ ATTORNEY-IN-FACT

___ TRUSTEE(S)

___ GUARDIAN/CONSERVATOR

___ OTHER

SIGNER IS REPRESENTING

PLANNING SERVICES

Dubuque, Iowa _____, 2024

The foregoing acquisition plat **Lot A of Lot 1-2 of Block 2 in River Front Subdivision No. 3, in the City of Dubuque, Iowa**, in the City of Dubuque or within the two-mile jurisdiction of the City of Dubuque, Iowa, as defined under Section 354 of the Code of Iowa, has been reviewed by the City Planner, (or designee) of the City of Dubuque in accordance with Chapter 42 of the City of Dubuque Code of Ordinances, and said approval has been endorsed herein on the date first written above.

Wally Wernimont, Manager
Planning Services
City of Dubuque, Iowa

CITY OF DUBUQUE, IOWA

Dubuque, Iowa _____, 2024

The undersigned, Brad M. Cavanagh, Mayor and Adrienne N. Breitfelder, Clerk of the City of Dubuque, Iowa, do hereby certify that the foregoing acquisition plat of **Lot A of Lot 1-2 of Block 2 in River Front Subdivision No. 3, in the City of Dubuque, Iowa** to the public for street and utility purposes, as appears heretofore has been filed on _____ day of _____, 2024 as Resolution # _____ in the office of the City Clerk of Dubuque, Iowa and that the City Council of the City of Dubuque, Iowa approves said plat.

Mayor of the City of Dubuque, IA

Clerk of the City of Dubuque, IA

COUNTY AUDITOR

Dubuque, Iowa _____, 2024

The foregoing acquisition plat of **Lot A of Lot 1-2 of Block 2 in River Front Subdivision No. 3, in the City of Dubuque, Iowa** was entered of record in the office of the Dubuque County Auditor this _____ of _____, 2024. We approve the subdivision name or title shown hereon to be recorded.

Kevin Dragotto
Dubuque County Auditor

CITY ASSESSOR

Dubuque, Iowa _____, 2024

The foregoing acquisition plat of **Lot A of Lot 1-2 of Block 2 in River Front Subdivision No. 3, in the City of Dubuque, Iowa** was entered of record in the office of the Dubuque County Assessor this _____ of _____, 2024.

Troy Patzner
Dubuque City Assessor

RECORDER'S CERTIFICATE

Dubuque, Iowa _____, 2024

The foregoing acquisition plat of **Lot A of Lot 1-2 of Block 2 in River Front Subdivision No. 3, in the City of Dubuque, Iowa** has been reviewed by the Dubuque County Recorder.

Karol Kennedy
Recorder of Dubuque County

RIGHT OF WAY DEDICATION AGREEMENT

This RIGHT OF WAY DEDICATION AGREEMENT (the "Agreement") is entered into this ____ day of November, 2024 by and between Union at the Marina, LP, an Iowa limited partnership (the "Developer"), and the City of Dubuque, Iowa (the "City").

RECITALS:

WHEREAS, a Purchase Agreement and Development Agreement, dated for reference purposes as the 16th day of October, 2023, was entered into by and between the City and Developer, as amended by that certain First Amendment to Purchase Agreement and Development Agreement dated October 24, 2023, as further amended by that certain Second Amendment to Purchase Agreement and Development Agreement dated December 4, 2023, and further amended by that certain Third Amendment to Purchase Agreement and Development Agreement dated on or about November 4, 2024 (collectively, the "Agreement"); and

WHEREAS, the property to be transferred by the City to the Developer pursuant to the Agreement is Lot 1-2 of Block 2, in River Front Subdivision No. 3, in the City of Dubuque, Iowa, according to the plat thereof recorded as Doc ID 011154500008, File 2023-00009853, in the public records of the Recorder's Office of Dubuque County, Iowa (the "Property"); and

WHEREAS, the City determined that an approximately 0.064 acre portion of the Property as shown in the area outlined in pink on the attached Exhibit A (the "ROW Area") is needed for City right of way purposes; and

WHEREAS, the City has agreed to prepare, for Developer's review and approval, an acquisition plat for the ROW Area, and Developer has agreed to dedicate the ROW Area to the City following Developer's acquisition of the Property; and

WHEREAS, Developer and the City desire to memorialize their agreement with respect to the dedication of the ROW Area as set forth herein.

NOW, THEREFORE, for the mutual covenants and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The Recitals are incorporated into this Agreement.
2. ROW Area. The City shall prepare, for Developer's review and approval, an acquisition plat, deed, and/or other documents necessary (the "ROW Documents") to transfer title of the ROW Area to the City for use as public right of way. Such ROW Documents shall consistent with the requirements of Iowa Code Section 354.4 and shall be approved by the holders of any mortgage on the Property. City and the Developer shall cooperate in the dedication of the ROW Area to the City, and no consideration shall be due to the Developer or the City for the dedication of the ROW Area.
3. Miscellaneous. The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of Developer and the City. This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa. This Agreement may be executed in counterparts, all of which counterparts collectively shall constitute one agreement, binding on the parties hereto,

notwithstanding that all parties hereto are not signatories to the same counterpart. An electronically transmitted signature shall have the same legal effect as an originally drawn signature.

[Signature page(s) follow]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first set forth above.

UNION AT THE MARINA, LP, an Iowa limited partnership

By: Union at the Marina GP, LLC, an Indiana limited liability company, its general partner

By: The Annex Group, LLC, an Indiana limited liability company, its Manager

By: KLD B & L

Name: Kyle D. Bach

Title: CEO

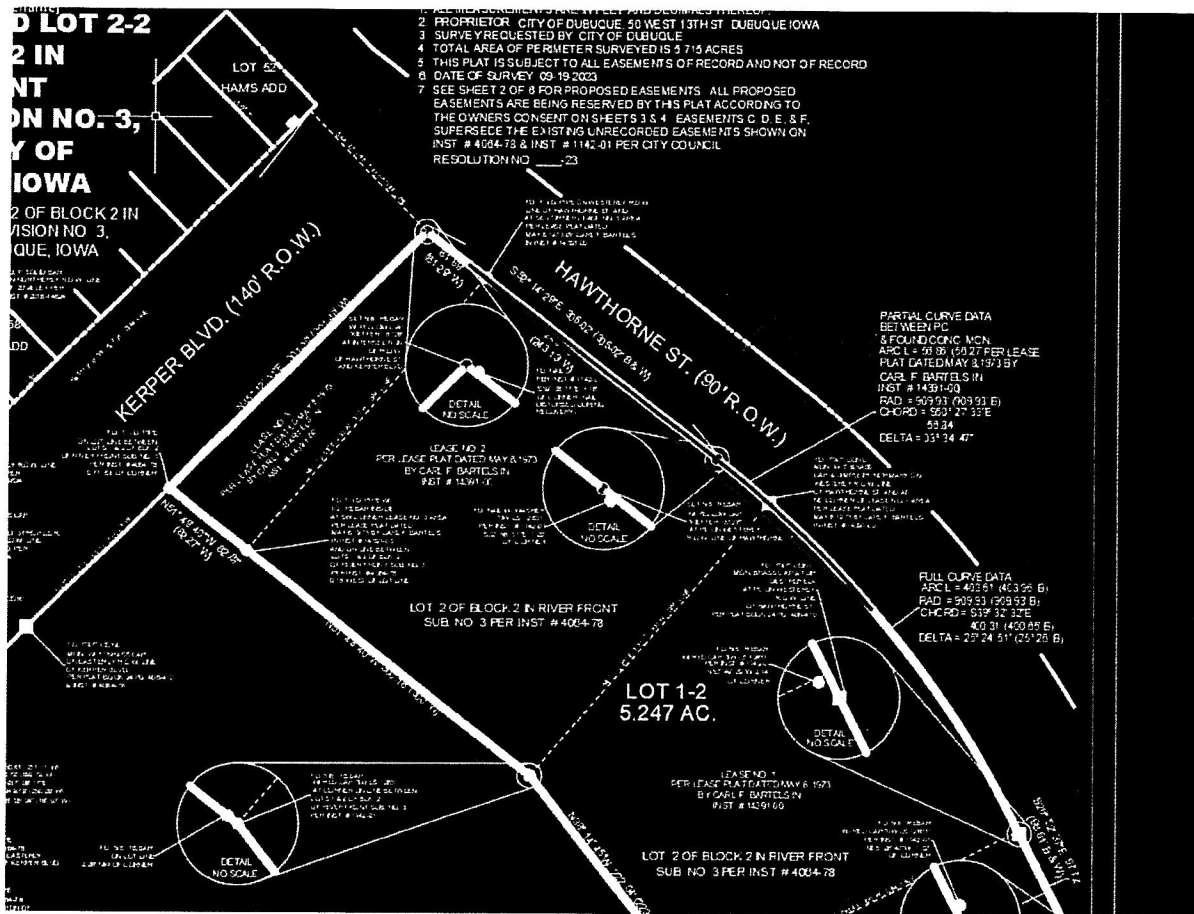
CITY OF DUBUQUE, IOWA

By: [Signature]

Name: Michael C. Van M. H. L.

Title: 11/5/24 City Manager

Approximate ROW Area outlined in pink below



**City of Dubuque
City Council**

CONSENT ITEMS # 15.

ITEM TITLE:	Approval for Amendment #2 with Vidl Solutions
SUMMARY:	City Manager recommending City Council approval to issue a second amendment to the contract with Vidl Solutions in the amount of \$157,800.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. Staff Memo Org culture consultant amendment 2 (Vidl)
3. 24_12_04 ViDL Consultant Agreement Amendment 2

TO: The Honorable Mayor and City Council Members
FROM: Michael C. Van Milligen, City Manager
SUBJECT: Approval for Amendment #2 with Vidl Solutions
DATE: December 12, 2024

Assistant City Manager Cori Burbach is recommending City Council approval to issue a second amendment to the contract with Vidl Solutions in the amount of \$157,800. The funds to support this cost were identified in FY24 general fund savings.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Shelley Stickfort, Chief Human Resources Officer
Jenny Larson, Chief Financial Officer

TO: Michael Van Milligen, City Manager
FROM: Cori Burbach, Assistant City Manager
DATE: December 12, 2024
RE: Approval for Amendment #2 with Vidl Solutions

INTRODUCTION

The purpose of this memo is to request City Council approval to issue a second amendment to the contract with Vidl Solutions in the amount of \$157,800.

BACKGROUND

In March 2023, the City entered into a contract with Vidl Solutions to conduct organizational change work with the City's department managers. Vidl's scope of work includes an organizational review and analysis, team professional development sessions, individual coaching, and a plan for ongoing culture sustainability. The original contract runs through April 2025 at a cost of \$147,100.

In December 2023, the City determined that the content provided by Vidl Solutions was valuable and entered into Amendment #1 to extend training to the City's approximately 100 leadership team members. That work concluded in November 2024 at a cost of \$100,000.

DISCUSSION

Department managers and leadership team members attended monthly all-day team sessions and participated in small-group work. Department managers have also benefited from individual coaching provided through Vidl solutions. The group has realized that in order to effectively share learnings with all employees of the City and institutionalize the desired culture change, all employees need a foundational understanding of the concepts taught to department managers and leadership team.

The attached Amendment #2 identifies an additional scope of work for Vidl Solutions to complete beginning in January 2025. This work will consist of half-day trainings for all City employees greater than 0.33 FTE. The contract also extends the opportunity for additional individual coaching for department managers and leadership team members through the end of 2025. Topics will include but not be limited to foundations of cultural understanding, courageous communication and accountability, and inclusive leadership.

BUDGET IMPACT

The cost to implement this phase of work is \$157,800. The funds to support this cost were identified in FY24 general fund savings.

RECOMMENDED ACTION

I respectfully request City Council approval of Amendment #2 to the Vidl Solutions contract in the amount of \$157,800.

Cc: Shelley Stickfort, Chief Human Resources Officer
Jenny Larson, Chief Financial Officer

**AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
ViDL SOLUTIONS**

THIS AGREEMENT, dated for reference purposes this _____ day of _____, 2023, is by and between the City of Dubuque, Iowa, a municipal corporation (City) and ViDL Solutions (Consultant).

WHEREAS, City is in need of professional/technical services and Consultant represents it is duly qualified and willing to perform the services set forth in this Agreement.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

SECTION 1. SCOPE OF SERVICES.

Consultant agrees to perform the following services for City and to perform such services in a timely and satisfactory manner. Consultant agrees to allow City to interview and accept or reject the participation of all proposed trainers who are not full time consultants with Consultant.

Project Manager for Consultant will be Co-Founder Rebecca Johnson. Project Manager for City will be Assistant City Manager Cori Burbach. Logistics, scheduling and other project management details for the two organizations will be managed by these two individuals.

Throughout the project, Consultant will meet with Project Manager Burbach and/or Core Team on a monthly basis to review project goals and progress. Consultant shall submit to the Core Team a monthly progress report. The summary shall contain four sections. The first section shall list major events that have occurred since the last report submittal. The second section shall list work that will be accomplished in the upcoming weeks. The third section shall list critical items that need immediate attention. The last section shall identify all items that need to be addressed by City.

Phase I. Organizational Review & Analysis

- A. Review occurs between April 1, 2023 and April 30, 2023.
- B. Consultant to conduct kickoff meeting with Core Team, review relevant quantitative and qualitative data, and conduct 1:1 conversations with Core Team members.

- C. Core Team members to participate in 1:1 conversations, kickoff meeting, and discussions regarding the data collected.

Phase 2: Workplan Development

- A. Phase 2 to be completed by June 15, 2023.
- B. Consultant to develop strategic plan with recommendations for training, team building, individual professional development, policy and process updates.
- C. Core Team members to review recommendations presented by Consultant, discuss action steps and prepare to agreed up on initiatives.

Phase 3: Training & Team Building, Individual Coaching (concurrent)

- A. Phase 3 to be completed by August 30, 2024.
- B. Consultant to:
 - 1. Conduct at least six (6) full day, in-person trainings/team building sessions for all City department managers.
 - 2. Conduct small group sessions based on shared, identified professional development goals.
 - 3. Offer recommendations to Core Team regarding next steps for team or individual professional development throughout the Phase.
 - 4. Conduct individual professional development opportunities for all City department managers. These opportunities will include, at a minimum the use of one comprehensive professional assessment tool for each department manager.
 - 5. Provide individual coaching sessions for department managers not to exceed six (6) sessions per 27 department managers for a total of 162 sessions. The allocation of sessions to individual department managers will be based on professional development plans identified by the individuals, and not necessarily evenly distributed across all managers.
 - 6. As the delivery of customized solutions such as training, team building and coaching are being delivered on an ongoing basis over a period of 12 months, additional work will likely be necessary to operationalize other changes in the city. During this time, Consultant will meet with the Core Team in a consultative manner

as needed to help steer the direction of these operational changes and execute the workplan.

C. All City department heads to:

1. Complete initial coaching intake form and professional assessment tool.
2. Engage fully in coaching sessions and team trainings/sessions unless excused by City Manager or Assistant City Manager
3. Complete practical application assignment(s) between coaching and training sessions when they have chosen to commit to one.

Phase 4: Final Report & Sustainability Efforts

A. Phase 4 to be completed by April 30, 2025.

B. Consultant to provide a written report to the Core Team outlining work completed, best practices in building and maintaining healthy organizational culture and recommended next steps for sustainability.

SECTION 2. TIME OF COMPLETION.

Consultant shall complete all phases of the Project by April 30, 2025.

SECTION 3. GENERAL TERMS.

A. **CHANGE IN SCOPE OF SERVICES.** No change in scope shall be permitted during this project without the prior written agreement of both parties.

B. **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 Consultant. These personnel may also be changed for other reasons however, in either case, 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 City.

C. **INDEMNIFICATION.** To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City, its officers and employees, 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 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.

D. TERMINATION. City may terminate this Agreement, with or without cause, upon delivering fourteen (14) days written notice to Consultant.

E. ERRORS & OMISSIONS. In the event that the work product prepared by Consultant is found to be in error and revision or reworking the work product is necessary, Consultant agrees that it shall do such revisions without expense to City, even though final payment may have been received. 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 City's right to seek recovery of damages for negligence on the part of Consultant herein.

F. SUBLETTING, ASSIGNMENT OR TRANSFER. Subletting, assignment, or transfer of all or part of the interest of Consultant in this Agreement is prohibited unless written consent is obtained from and approved by City.

G. EMPLOYEMENT PRACTICES Consultant shall not commit any of the following employment practices and agrees to prohibit the following practices in any subcontracts.

1. To discharge or refuse to hire any individual because of age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation.

2. To discriminate against any individual in terms, conditions, or privileges of employment because of age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation.

H. Consultant agrees to furnish, upon termination of this Agreement and upon demand by City, copies of all basic notes, reports, charts, computations, and any other data prepared or obtained by Consultant pursuant to this Agreement without cost, and without restrictions or limitation as to the use relative to specific projects covered under this

Agreement. In such event, Consultant shall not be liable for City's use of such documents on other projects.

I. City agrees to tender to Consultant all fees in a timely manner, excepting, however, that failure of Consultant to satisfactorily perform in accordance with this Agreement shall constitute grounds for City to withhold payment of an amount determined by City to be sufficient to properly complete the Project in accordance with this Agreement.

J. If any part of this Agreement is found invalid, it is agreed that the remaining parts shall be deemed severable and shall continue in full force and effect.

SECTION 4. CONFIDENTIAL INFORMATION.

Consultant agrees that all business, personnel, technical, creative and financial information Consultant learns or obtains during the period over which it is providing services that relate to City or that are received by or for City in confidence, constitute "Confidential Information" Consultant will hold in confidence and, except in performing the services for City, not disclose or allow to be disclosed. Consultant also recognizes and agrees that Consultant personnel have no expectation of privacy with respect to City's telecommunications, networking or information processing systems and that their activity and any files or messages on or using any of those systems may be monitored at any time without notice at City's premises. Consultant agrees to keep the Confidential Information confidential and will not at any time during the term of this Agreement or any time thereafter divulge Confidential Information in any manner to any person other than Consultants employees or agents with a legitimate need to know in order to perform services for City.

Confidential Information does not include any information that: i) is or becomes within the public domain through no act of Consultant, ii) was in the possession of Consultant prior to its disclosure under this Agreement as shown by written records, iii) is independently developed by Consultant without reference to any Confidential Information, iv) is received from a source other than the City or its affiliates, employees, agents, subcontractors or consultants without any restriction on its use or disclosure, as shown by written record, or v) is required by law to be disclosed in the written opinion of City's legal counsel.

SECTION 5. COMPENSATION FOR SERVICES.

Consideration for all services performed and goods or materials supplied by Consultant pursuant to this Agreement shall be paid by City as follows:

- A. Compensation not to exceed One Hundred Forty Seven Thousand One Hundred Dollars (\$147,100). Compensation shall be spent within the phases described in Consultant's Project Cost Estimate unless reallocation of costs is agreed upon in advance by City and Consultant in writing.
- B. Reimbursement for travel and subsistence expenses actually and necessarily incurred by Consultant in performance of this Agreement in addition to those Travel Per Unit costs already identified in Consultant's Project Cost Estimate must be approved in writing and in advance of travel by City.
- C. The **total obligation** of City for all compensation and reimbursement to Consultant shall not exceed One Hundred Forty Seven Thousand One Hundred Dollars (\$147,100).

SECTION 6. INSURANCE.

Consultant shall provide insurance as described in the attached Insurance Schedule at all time during the performance of this Agreement.

CITY OF DUBUQUE, IOWA

ViDL SOLUTIONS

By:_____

By: _____

Title:_____

Title: _____

Date:_____

Date: _____

ATTEST:_____

INSURANCE SCHEDULE

INSURANCE SCHEDULE J

1. _____ shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project # _____ or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to certificate of insurance.
7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.
8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to mutual agreement of the parties.

INSURANCE SCHEDULE J (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
- 2) Include endorsement indicating that coverage is primary and non-contributory.
- 3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
- 5) Policy shall include Waiver of Right to Recover from Others endorsement.

B) AUTOMOBILE LIABILITY

Combined Single Limit	\$1,000,000
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Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

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

OR

INSURANCE SCHEDULE J (continued)

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

D) UMBRELLA/EXCESS LIABILITY \$1,000,000

The General Liability, Automobile Liability and Workers Compensation Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including Waiver of Subrogation and Primary and Non-contributory in favor of the City.

E) PROFESSIONAL LIABILITY \$1,000,000

If the required policy provides claims-made coverage:

- 1) The Retroactive Date must be shown and must be before the date of the agreement.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
- 3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

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

☐ Yes ☐ No

Coverage for First and Third Party liability including but not limited to lost data and restoration, loss of income and cyber breach of information.

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it 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

AMENDMENT #1

THIS AMENDMENT, dated for reference purposes this 19 day of Dec, 2023, is by and between the City of Dubuque, Iowa, a municipal corporation (City) and ViDL Solutions (Consultant).

WHEREAS, City and Consultant continue to work to achieve the original scope of services identified in this Agreement, to be completed by August 30, 2025, and

WHEREAS, the City and Consultant agree that in addition to the current work being completed by the City's 27 department managers, in order for the desired organizational change goals to be achieved, work must include the City's Leadership Team, which currently totals 110 supervisors and leaders across all departments

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

SECTION 1. SCOPE OF SERVICES.

Phase 5: Training & Team Building of Leadership Team members

A. Phase 5 to begin in May 2024, run concurrently to Phases 1-4 with department managers, identified in the original contract, and be completed by May 2025.

B. Consultant to:

1. Conduct at least three (3) full day, in-person trainings/team building sessions for all City leadership team members who are not part of the department manager group. The leadership team will be divided in cohorts to complete these sessions so that Consultant trainers will deliver up to nine (9) full days of training in Dubuque. Topics will include but not be limited to foundations of cultural understanding, courageous communication and accountability, and inclusive leadership.

2. Offer recommendations to Core Team regarding next steps for team or individual professional development throughout the Phase.

SECTION 2. COMPENSATION FOR SERVICES.

The **total obligation** of City for all compensation and reimbursement to Consultant for this new scope of work shall not exceed \$100,000.

CITY OF DUBUQUE, IOWA

ViDL SOLUTIONS

By: _____



By: _____

Title: Assistant City Mgr_____

Date: 1.5.24

Title: _____

Date: _____

ATTEST:_____

AMENDMENT #2

THIS AMENDMENT, dated for reference purposes this _ day of _____, 2024, is by and between the City of Dubuque, Iowa, a municipal corporation (City) and ViDL Solutions (Consultant).

WHEREAS, City and Consultant continue to work to achieve the original scope of services identified in this Agreement, to be completed by August 30, 2025, and

WHEREAS, the City and Consultant agree that in addition to the current work being completed by the City's department managers and leadership team, in order for the desired organizational change goals to be achieved, work must include all permanent, fulltime City staff

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

SECTION 1. SCOPE OF SERVICES.

Phase 6: Professional Development for All Permanent, Fulltime Staff

- A. Phase 6 to occur between January and December 2025, running concurrently to any remaining work from the original contract and Amendment #1.
- B. Consultant to:
 - a. Conduct at least eleven (11) half-day, in-person professional development sessions for all City fulltime, permanent City staff who are not part of the department manager or leadership team group. Topics will include but not be limited to foundations of cultural understanding, courageous communication and accountability, and inclusive leadership.
 - b. Provide ongoing individual coaching for department managers and leadership team members. Report regularly to City Project Manager to ensure this service stays within budget parameters.

SECTION 2. COMPENSATION FOR SERVICES.

The **total obligation** of City for all compensation and reimbursement to Consultant for this new scope of work shall not exceed \$157,800.

CITY OF DUBUQUE, IOWA

ViDL SOLUTIONS

By: _____

By: _____

Title: Assistant City Mgr _____

Title: _____

Date:

Date: _____

ATTEST: _____

**City of Dubuque
City Council**

CONSENT ITEMS # 16.

ITEM TITLE:	Signed Contract(s)
SUMMARY:	Tschiggfrie Excavating, Co. for the Broadway Sanitary Sewer Improvements Project.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. Broadway Sanitary Sewer Improvements Project - Contract Bond

PUBLIC IMPROVEMENT CONTRACT**SECTION 00500****Broadway Sanitary Sewer Improvements Project**

THIS IMPROVEMENT CONTRACT (the Contract), made in triplicate, dated for references purposes the 22nd day of November 2024 between the City of Dubuque, Iowa, by its City Manager, through authority conferred upon the City Manager by its City Council (City), and Tschiggfrie Excavating, Co. (Contractor).

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

CONTRACTOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for the Broadway Sanitary Sewer Improvements Project (Project).
2. **CONTRACT DOCUMENTS**
 - A. The Contract Documents consist of the following:
 1. Project Title Page (Section 00100).
 2. Project Directory Page (Section 00101).
 3. This Public Improvement Contract (Section 00500).
 4. Performance, Payment, and Maintenance Bond (Section 00600).
 5. Out-of-State Contractor Bond (Section 00610).
 6. Other Bonds:
 - a. ____ (Bond Name) ____ (pages ____ to ____, inclusive).
 - b. ____ (Bond Name) ____ (pages ____ to ____, inclusive).
 - c. ____ (Bond Name) ____ (pages ____ to ____, inclusive).
 7. The Iowa Statewide Urban Design And Specifications (SUDAS) 2023 Edition.
 8. CITY OF DUBUQUE Supplemental Specifications 2023 Edition.
 9. Other Standard and Supplementary Specifications as listed on the Title Page of the Contract Document Manual.
 10. Special Provisions included in the project Contract Document Manual.
 11. Drawings – Sheet No. ____ through No. ____ (00 pages) or drawings consisting of sheets bearing the following general title: ALL PAGES

 12. Addenda (numbers 1 to 2, inclusive).
 13. Insurance Provisions and Requirements (Section 00700).
 14. Sales Tax Exemption Certificate (Section 00750).
 15. Site Condition Information (Section 00775).
 16. Construction Schedule and Agreed Cost of Delay (Section 00800).

SECTION 00500

17. Erosion Control Certificate (Section 00900).
18. Consent Decree (Section 01000).
19. Other Project Information and Permits (Sections 01100 - 00000).
20. Exhibits to this Contract (enumerated as follows):
 - a. Contractor's Bid (pages ____ to ____ inclusive).
 - b. Bidder Status Form (Section 00460).
 - c. The following documentation that must be submitted by Contractor prior to Notice of Award.
 - i. Contractor Background Information Form (Section 00471)
 - ii. _____
 - iii. _____
21. The following which may be delivered or issued on or after the Effective Date of the Agreement:
 - a. Notice to Proceed (Section 00850).
 - b. Project Certification Page (Section 00102).
 - c. Change Orders (Not attached to this agreement).

There are no other Contract Documents. The Contract Documents may only be amended, modified, or supplemented as provided in General Conditions.

3. All materials used by the Contractor in the Project must be of the quality required by the Contract Documents and must be installed in accordance with the Contract Documents.
4. The Contractor must remove any materials rejected by the City as defective or improper, or any of said work condemned as unsuitable or defective, and the same must be replaced or redone to the satisfaction of the City at the sole cost and expense of the Contractor.
5. Five percent (5%) of the Contract price will be retained by the City for a period of thirty (30) days after final completion and acceptance of the Project by the City Council to pay any claim by any party that may be filed for labor and materials done and furnished in connection with the performance of this Contract and for a longer period if such claims are not adjusted within that thirty (30) day period, as provided in Iowa Code Chapter 573 or Iowa Code Chapter 26. The City will also retain additional sums to protect itself against any claim that has been filed against it for damages to persons or property arising through the prosecution of the work and such sums will be held by the City until such claims have been settled, adjudicated or otherwise disposed of.
6. The Contractor has read and understands the Contract Documents herein referred to and agrees not to plead misunderstanding or deception related to estimates of quantity, character, location or other conditions for the Project.
7. In addition to any warranty provided for in the specifications, the Contractor must also fix any other defect in any part of the Project, even if the Project has been accepted and fully paid for by the City. The Contractor's maintenance bond will be security for a period of two years after the issuance of the Certificate of Substantial Completion.

8. The Contractor must fully complete the Project under this Contract on or before the date indicated in the Construction Schedule and Agreed Cost of Delay Section of the Contract Documents.
9. **INDEMNIFICATION FROM THIRD PARTY CLAIMS.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
10. The Contractor hereby represents and guarantees that it has not, nor has any other person for or in its behalf, directly or indirectly, entered into any arrangement or Contract with any other Bidder, or with any public officer, whereby it has paid or is to pay any other Bidder or public officer any sum of money or anything of value whatever in order to obtain this Contract; and it has not, nor has another person for or in its behalf directly or indirectly, entered into any Contractor arrangement with any other person, firm, corporation or association which tends to or does lessen or destroy free competition in the award of this Contract and agrees that in case it hereafter be established that such representations or guarantees, or any of them are false, it will forfeit and pay not less than ten percent (10%) of the Contract price but in no event less than \$2,000.00 (Two Thousand Dollars) to the City.
11. The surety on the Bond furnished for this Contract must, in addition to all other provisions, be obligated to the extent provided for by Iowa Code 573.6 relating to this Contract, which provisions apply to said Bond.
12. The Contractor agrees, and its Bond is surety therefore, that after the Certificate of Substantial Completion has been issued by the City, it will keep and maintain the Project in good repair for a period of two (2) years.
13. The Project must be constructed in strict accordance with the requirements of the laws of the State of Iowa, and the United States, and ordinances of the City of Dubuque, and in accordance with the Contract Documents.
 - A. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U. S. C. 1958 (H) et. seq.) and the Federal Water Pollution Act (33 U. S. C. 1368 et. seq.) as amended, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15). Contractor must comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) and Department of Labor Regulations (29 CFR, Part 5).
 - B. ~~The City and the Contractor agree to comply with all provisions of the Davis-Bacon Federal Prevailing Wage Act, and related labor requirements and regulations and the Federal Wage Determination for this Project.~~
 - C. Equipment or products authorized to be purchased with federal funding awarded for this Contract must be American-made to the maximum extent feasible, in accordance with Public Law 103-121, Sections 606(a) and (b).

SECTION 00500

- D. The City of Dubuque in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

CONSENT DECREE RELATING TO THE PROJECT

14. ☒ THIS CONTRACTOR **IS** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE, THE CONSENT DECREE AND THIS SECTION ARE APPLICABLE.

_____ CITY _____ CONTRACTOR

- ☐ THIS CONTRACTOR **IS NOT** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE THE CONSENT DECREE AND THIS SECTION ARE NOT APPLICABLE.

The City has entered into a Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa. The provisions of the Consent Decree apply to and are binding upon the City and its officers, directors, employees, agents, servants, successors, assigns, and all persons, firms and corporations under contract with the City to perform the obligations of the Consent Decree.

The City is required to provide a copy of the Consent Decree to any contractor or consultant retained to perform work required by the Consent Decree.

A copy of the Consent Decree is included in the Contract Documents and can be viewed at <http://www.cityofdubuque.org/DocumentCenter/Home/View/3173>. A hard copy is available upon request at the City's Engineering Department Office.

The City must condition any contract to perform work required under the Consent Decree upon performance of the work in conformity with the provisions of the Consent Decree.

The Consent Decree also provides that until five (5) years after the termination of the Consent Decree, the City must retain, and must instruct its contractors and agents to preserve, all non-identical copies of all documents, reports, data, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to the City's performance of its obligations under this Consent Decree, including any underlying research and analytical data. This information-retention period, upon request by the United States or the State, the

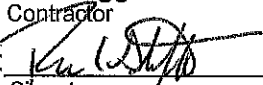
City must provide copies of any documents, reports, analytical data, or other information required to be maintained under the Consent Decree. At the conclusion of the information-retention period, the City must notify the United States and the State at least ninety (90) Days prior to the destruction of any documents, records, or other information subject to such requirements and, upon request by the United States or the State, the City must deliver any such documents, records, or other information to the EPA or IDNR.

CERTIFICATION BY CONTRACTOR

The undersigned, on behalf of the Contractor, with full authority to act on behalf of the Contractor, certifies to the City of Dubuque as follows:

1. I have received a copy of the Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa.
2. All work performed will be in conformity with the provisions of the Consent Decree.
3. All documents' reports, data, records, or other information (including documents, records, or other information in electronic form) that relate in any manner to the performance of obligations under the Consent Decree, including any underlying research and analytical data, will be retained as required by the Consent Decree.
4. The Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, or employees from and against any claims, including penalties, costs and fees as provided in the Consent Decree, relating to or arising out of the Contractor's failure to comply with the Consent Decree.

CONTRACTOR:

Tschiggfrie Excavating Co.
Contractor
By: 
Signature
Randy C Steffen
Printed Name
General Supt / Est
Title
12/9/2024
Date

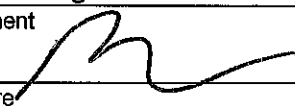
SECTION 00500

THE CITY AGREES:

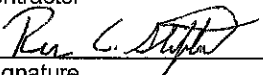
15. Upon the completion of the Contract, and the acceptance of the Project by the City Council, and subject to the requirements of law, the City agrees to pay the Contractor as full compensation for the complete performance of this Contract, the amount determined for the total work completed at the price(s) stated in the Contractor's Bid Proposal and less any Agreed Cost of Delay provided for in the Contract Documents.

CONTRACT AMOUNT \$ 266,668.30

CITY OF DUBUQUE, IOWA:

City Manager's Office
Department
By: 
Signature
Michael C. Van Milligen
Printed Name
City Manager
Title
12/10/24
Date

CONTRACTOR:

Tschiggfrie Excavating Co.
Contractor
By: 
Signature
RANDY C. STOFFEN
Printed Name
General Supt/Est
Title
12/9/2024
Date

==== END OF SECTION 00500 ====

PERFORMANCE, PAYMENT AND MAINTENANCE BOND
SECTION 00600

KNOW ALL BY THESE PRESENTS:

That we, Tschiggfrie Excavating Co., as Principal (hereinafter the "Contractor" or "Principal") and Merchants National Bonding, Inc., as Surety are held and firmly bound unto the City of Dubuque, Iowa, as Obligee (hereinafter referred to as "Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of two hundred sixty-six thousand, six hundred sixty-eight dollars and thirty cents (\$266,668.30), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the 22nd day of November, 2024, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following project in accordance with the Contract Documents, and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. The Contract Documents for Broadway Sanitary Sewer Improvements Project detail the following described improvements:

This project provides for the installation of approximately 300 feet of 8-inch diameter sewer along Broadway Street, from Putnam Street to W. 28th Street. On multiple occasions, the existing sewer system has surcharged so that wastewater has back flowed into basements. The sewer is proposed to be redirected so that flows are conveyed with a greater capacity to mitigate the recurring backups. During design, staff identified several deficiencies with the roadway, sidewalk, curb and gutter, which will also be addressed within the project limits. All work shall be performed in accordance with the Iowa Statewide Urban Design and Specifications (SUDAS), 2023 Edition, and the City Supplemental Specifications, 2023 Edition.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the project, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials

SECTION 00600

for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract Documents within the period of two (2) year(s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship, equipment installed, or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's Contract herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time authorized in approved change orders to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, authorized in approved change orders which thereby increases the total contract price and the penal sum of this Bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase;
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five (5) years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed one hundred twenty-five percent (125%) of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Dubuque County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or

SECTION 00600

construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. 5581500046

Witness our hands, in triplicate, this 25th day of November, 2024.

SURETY COUNTERSIGNED BY:

N/A

Signature of Agent

Printed Name of Agent

Company Address

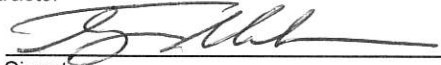
City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Tschiggfrie Excavating Co.

Contractor

By: 

Signature

Printed Name

Ty Malcom
Corporate Secretary

NOTE:

1. All signatures on this performance, payment, and maintenance Bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

==== END OF SECTION 00600 ====

Title

FORM APPROVED BY:


Representative for Owner

SURETY:

Merchants National Bonding, Inc.

Surety Company

By: 

Signature Attorney-in-Fact Officer

Kate Zanders, Attorney-in-Fact/Iowa Resident Agent

Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates LLC

Company Name

2727 Grand Prairie Parkway

Company Address

Waukee, IA 50263

City, State, Zip Code

(515) 223-6800

Company Telephone Number



MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alissa Cahalan; Anne Crowner; Ashlea McCaughey; Austin Muehlschlegel; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt; Colby D White; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Dickinson; Grace Rasmussen; Graydon Dotson; Greg Krier; Jamie Gifford; Jay D Freiermuth; Jennifer Marino; Jessie Allen; Joe Tiernan; John Cord; Joseph Cardinal; Joshua R Loftis; Kate Zanders; Keeton Welch; Kristine M Becks; Mark R DeWitt; Mark Sweigart; Mary Ashley Allen; Melinda C Blodgett; Michelle Morrison; Michelle R Gruis; Nathan Weaver; Nicole Stillings; R C Bowman; Rachel Thomas; Sandra M Engstrum; Sara Huston; Sarah C Brown; Seth D Rooker; Taylor Fogle; Ted Jorgensen; Tim McCulloh; Todd Bengford

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of November, 2024.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

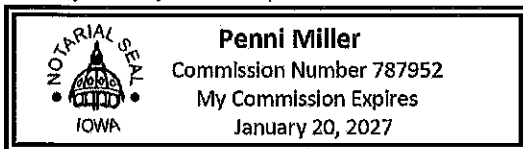
By

Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 1st day of November, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



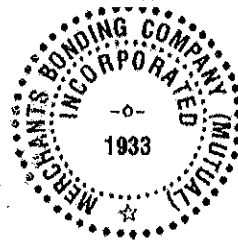
(Expiration of notary's commission does not invalidate this instrument)

[Signature]

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 25th day of November, 2024.



Atta B. Smith

Secretary

**City of Dubuque
City Council**

CONSENT ITEMS # 17.

ITEM TITLE:	Drug and Alcohol Policy - DBA The Jule
SUMMARY:	City Manager recommending City Council adopts and approves the Drug and Alcohol Policy for the City of Dubuque Transit Division (DBA) The Jule.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. Memo to MVM for Drug and Alcohol Policy
3. FTA Drug & Alcohol Policy

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

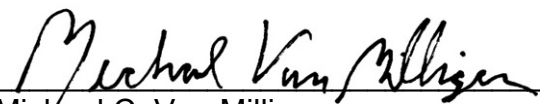
SUBJECT: Drug and Alcohol Policy – DBA The Jule

DATE: December 11, 2024

Director of Transportation Services Ryan Knuckey is recommending City Council adopts and approves the Drug and Alcohol Policy for the City of Dubuque Transit Division (DBA) The Jule.

The Jule has a triennial review every three years, during the review the FTA consultants reviewed current policies and procedures. At the time of the review, the FTA noted that The Jule's Drug and Alcohol Policy was not adopted by the City Council. To resolve this finding, the FTA is requiring The Jule to have City Council adopt and approve the Drug and Alcohol Policy by January 7th, 2025. Once approved, The Jule needs to submit to the FTA the approved policy.

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
Ryan Knuckey, Director of Transportation Services
Jodi Johnson, Transit Supervisor
Russ Stecklein, Parking Supervisor
Tony Breitbach, Purchasing & Risk Manager
Shelley Stickfort, Chief Human Resources Officer



TO: Michael C. Van Milligen, City Manager

FROM: Ryan Knuckey, Director of Transportation Services

SUBJECT: Drug and Alcohol Policy – DBA The Jule

DATE: December 2, 2024

BACKGROUND:

The Jule had a triennial review in August of 2024. There was a finding stating that The Jule needed their Drug and Alcohol Policy adopted and approved by the City Council.

DISCUSSION:

The Jule has a triennial review every three years, during the review the FTA consultants reviewed current policies and procedures. At the time of the review, the FTA noted that The Jule's Drug and Alcohol Policy was not adopted by the City Council. To resolve this finding, the FTA is requiring The Jule to have City Council adopt and approve the Drug and Alcohol Policy by January 7th, 2025. Once approved, The Jule needs to submit to the FTA the approved policy.

REQUESTED ACTION:

I respectfully request City Council adopts and approves the Drug and Alcohol Policy for the City of Dubuque Transit Division (DBA) The Jule.

Cc: Jodi Johnson, Transit Supervisor
Russ Stecklein, Parking Supervisor
Tony Breitbach, Purchasing Coordinator
Shelley Stickfort, Chief Human Resources Officer

City of Dubuque Transit Division DBA The Jule

Drug and Alcohol Policy

Effective as of November 1, 2024

Adopted by: _____

Date Adopted: [dd/mm/yyyy]

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1. Purpose of Policy

This policy complies with 49 CFR Part 655, as amended and 49 CFR Part 40, as amended. Copies of Parts 655 and 40 are available in the drug and alcohol program manager's office and can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website <http://transit-safety.fta.dot.gov/DrugAndAlcohol/>.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655.

Portions of this policy are not FTA-mandated, but reflect City of Dubuque Transit Division DBA The Jule's policy. These additional provisions are identified by **bold text**.

In addition, DOT has published 49 CFR Part 32, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA.

All City of Dubuque Transit Division DBA The Jule employees are subject to the provisions of the Drug-Free Workplace Act of 1988.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace shall notify their supervisor no later than five days after such conviction.

2. Covered Employees

This policy applies to every person, including an applicant or transferee, who performs or will perform a "safety-sensitive function" as defined in Part 655, section 655.4.

You are a covered employee if you perform any of the following:

- Operating a revenue service vehicle, in or out of revenue service
- Operating a non-revenue vehicle requiring a commercial driver's license
- Controlling movement or dispatch of a revenue service vehicle
- Maintaining (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service
- Carrying a firearm for security purposes

See Attachment A for a list of covered positions by job title.

3. Prohibited Behavior

Use of illegal drugs is prohibited at all times. Prohibited drugs include:

- marijuana
- cocaine
- phencyclidine (PCP)
- opioids
- amphetamines

All covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.02 or greater.

All covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test with a result of less than 0.02 prior to performance.

All covered employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

All covered employees required to take a post-accident test are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

4. Consequences for Violations

Following a positive drug or alcohol (BAC at or above 0.02) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and provided with contact information for Substance Abuse Professionals (SAPs).

Following a BAC of 0.02 or greater, the employee will be immediately removed from safety-sensitive duties until the start of their next regularly scheduled duty period (but for not less than eight hours) unless a retest results in the employee's alcohol concentration being less than 0.02.

Zero Tolerance

Per City of Dubuque Transit Division DBA The Jule policy, any employee who tests positive for drugs or alcohol (BAC at or above 0.02) or refuses to test will be terminated from employment.

5. Circumstances for Testing

Pre-Employment Testing

Pre-employment alcohol tests are conducted after making a contingent offer of employment or transfer. All pre-employment alcohol tests will be conducted using the procedures set forth in 49 CFR Part 40. An alcohol test result of less than 0.02 is required before an employee can first perform safety-sensitive

functions. If a pre-employment alcohol test is cancelled, the individual will be required to undergo another test with a result of less than 0.02 before performing safety-sensitive functions.

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. If a pre-employment test is cancelled, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions.

If a covered employee has not performed a safety-sensitive function for 90 or more consecutive calendar days, and has not been in the random testing pool during that time, the employee must take and pass a pre-employment test before he or she can return to a safety-sensitive function.

A covered employee or applicant who has previously failed or refused a DOT drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements.

Reasonable Suspicion Testing

All covered employees shall be subject to a drug and/or alcohol test when City of Dubuque Transit Division DBA The Jule has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained company official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Covered employees may be subject to reasonable suspicion drug testing any time while on duty. Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

Post-Accident Testing

Covered employees shall be subject to post-accident drug and alcohol testing under the following circumstances:

Fatal Accidents

As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public transportation vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by City of Dubuque Transit Division DBA The Jule using the best information available at the time of the decision, will be tested.

Non-fatal Accidents

As soon as practicable following an accident not involving the loss of a human life, drug and alcohol tests will be conducted on each covered employee operating the public transportation vehicle at the time of the accident if at least one of the following conditions is met:

- (1) The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident
- (2) One or more vehicles incurs disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident
- (3) The vehicle is a rail car, trolley car or bus, or vessel, and is removed from operation, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by City of Dubuque Transit Division DBA The Jule using the best information available at the time of the decision, will be tested.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA administrator. The current year testing rates can be viewed online at www.transportation.gov/odapc/random-testing-rates.

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.

A covered employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

6. Testing Procedures

All FTA drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

Dilute Urine Specimen

If there is a negative dilute test result, City of Dubuque Transit Division DBA The Jule will conduct one additional retest. The result of the second test will be the test of record.

Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).

Split Specimen Test

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. City of Dubuque Transit Division DBA The Jule guarantees that the split specimen test will be conducted in a timely fashion. The City employee will be required to pay for the split specimen test at a separate laboratory.

7. Test Refusals

As a covered employee, you have refused to test if you:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by City of Dubuque Transit Division DBA The Jule.
- (2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- (3) Fail to provide a specimen for a drug or alcohol test. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fail to provide a sufficient specimen for a drug or alcohol test without a valid medical explanation.
- (6) Fail or decline to take a second drug test as directed by the collector or City of Dubuque Transit Division DBA The Jule.
- (7) Fail to undergo a medical evaluation as required by the MRO or City of Dubuque Transit Division DBA The Jule's Designated Employer Representative (DER).
- (8) Fail to cooperate with any part of the testing process.

- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine drug test.
- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions, and provided with contact information for SAPs.

8. Prescription Drug Use

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to their direct supervisor. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties.

9. Contact Person

For questions about City of Dubuque Transit Division DBA The Jule's anti-drug and alcohol misuse program, contact Ryan Knuckey, Director of Transportation Services at 563-589-4341 or rknuckey@cityofdubuque.org.

Attachment A: Covered Positions

Director of Transportation Services

Operation Supervisors

Bus operators

Transit Dispatch/Schedulers

Transit Service Workers

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

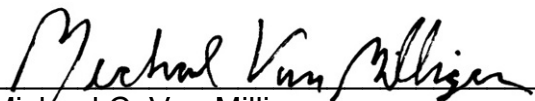
SUBJECT: Retail Alcohol Licenses for the following:

- Brazen Open Kitchen Bar 955 Washington St., Ste 101
- Dubuque Golf & Country Club 1800 Randall Pl.
- Dubuque Museum of Art 701 Locust St.
- El1 Dubuque 555 John F Kennedy Rd.
- Gary Dolphin's Iron Bar 333 East 10th St, Suite 104
- Holiday Inn Dubuque Five Flags 450 Main St.
- Kwik Stop 76 2320 Gateway Dr.
- Magoo's Pizza 1875 University Ave.
- The Moracco 1413 Rockdale Rd.
- TownePlace Suites By Marriott 1151 Washington St.
- Fuel Express Food Mart 250 West 1st St
- Kwik Stop Ste 300 1215 East 16th St.
- Next Phase Bar 1700 Central Ave.
- Beechers Liquor 1691 Asbury Rd.

DATE: December 11, 2024

Chief of Police Jeremy Jensen is recommending approval of the Retail Alcohol License renewals for: Brazen Open Kitchen Bar 955 Washington St., Ste 101, Dubuque Golf & Country Club 1800 Randall Pl., Dubuque Museum of Art 701 Locust St., El1 Dubuque, 555 John F Kennedy Rd., Gary Dolphin's Iron Bar 333 East 10th St, Suite 104, Holiday Inn Dubuque Five Flags 450 Main St., Kwik Stop 76 2320 Gateway Dr., Magoo's Pizza 1875 University Ave., The Moracco 1413 Rockdale Rd., TownePlace Suites By Marriott 1151 Washington St., Fuel Express Food Mart 250 West 1st St, Kwik Stop Ste 300 1215 East 16th St, Next Phase Bar 1700 Central Ave, Beechers Liquor 1691 Asbury Rd.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager

Jeremy Jensen, Chief of Police
Adrienne Breitfelder, City Clerk
Trish Gleason, Assistant City Clerk



MEMORANDUM

DATE: December 02, 2024

TO: Michael C. Van Milligen
City Manager

FROM: Jeremy R. Jensen
Chief of Police

RE: Retail Alcohol Licenses for the following:

- Brazen Open Kitchen Bar 955 Washington St., Suite 101
- Dubuque Golf & Country Club 1800 Randall Pl
- Dubuque Museum of Art 701 Locust St
- El1 Dubuque 555 John F Kennedy Rd
- Gary Dolphin's Iron Bar 333 East 10th St, Suite 104
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- TownePlace Suites By Marriott 1151 Washington St
- Fuel Express Food Mart 250 West 1st St
- Kwik Stop Suite 300 1215 East 16th St
- Next Phase Bar 1700 Central Ave
- Beechers Liquor 1691 Asbury Rd

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

Brazen Open Kitchen Bar 955 Washington St, Suite 101

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbance, 0 crimes against persons, 0 crime against property, and 0 public morals call. Additionally, there were 0 individual violation and 0 violation against the business.

Dubuque Golf & Country Club 1800 Randall Pl

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.

Dubuque Museum of Art 701 Locust 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.

E11 Dubuque 555 John F Kennedy Rd

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 call. Additionally, there were 0 individual violations and 0 violations against the business.

Gary Dolphin's Iron Bar 333 East 10th St, Suite 104

Since the last renewal date there have been 2 calls for service to the establishment. There were 0 disturbance, 0 crimes against persons, 1 crime against property, and 1 public morals call. Additionally, there were 1 individual violation and 0 violations against the business.

DPD Case #	Type of Call/Circumstances	Disposition
2024-000129	Public Intox	ARREST
2024-003561	Criminal Mischief	Report Taken

Holiday Inn Dubuque Five Flags 450 Main St

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

Kwik Stop 76 2320 Gateway Dr

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business

Magoo's Pizza 1875 University 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

The Moracco 1413 Rockdale 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

TownePlace Suites By Marriott 1151 Washington St

Since the last renewal date there have been 1 call for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 1 public morals call. Additionally, there were 1 individual violation and 0 violations against the business

<i>DPD Case #</i>	<i>Type of Call/Circumstances</i>	<i>Disposition</i>
2024-002989	Public Intox	ARREST

Fuel Express Food Mart 250 West 1st St

Since the last renewal date there have been 3 calls for service to the establishment. There were 1 disturbance, 0 crimes against persons, 0 crimes against property, and 2 public morals calls. Additionally, there were 3 individual violations and 0 violations against the business

<i>DPD Case #</i>	<i>Type of Call/Circumstances</i>	<i>Disposition</i>
2023-009512	Disturbance	ARREST
2024-001857	Possession of Controlled Substance	ARREST
2024-007472	Public Intox	ARREST

Kwik Stop Suite 300 1215 East 16th St

Since the last renewal date there have been 1 call for service to the establishment. There were 0 disturbances, 1 crime against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 1 individual violation and 0 violations against the business

<i>DPD Case #</i>	<i>Type of Call/Circumstances</i>	<i>Disposition</i>
2024-004936	Harassment	ARREST

Next Phase Bar 1700 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

Beechers Liquor 1691 Asbury 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

RECOMMENDATION

Based upon a review of the above businesses, we would recommend approval of the annual retail alcohol licenses for: Brazen Open Kitchen Bar 955 Washington St., Suite 101, Dubuque Golf & Country Club 1800 Randall Pl., Dubuque Museum of Art 701 Locust St., El1 Dubuque 555 John F Kennedy Rd., Gary Dolphin's Iron Bar 333 East 10th St, Suite 104, Holiday Inn Dubuque Five Flags 450 Main St., Kwik Stop 76 2320 Gateway Dr., Magoo's Pizza 1875 University Ave., The Moracco 1413 Rockdale Rd., Towne Place Suites By Marriott 1151 Washington St., Fuel Express Food Mart 250 West 1st St, Kwik Stop Suite 300 1215 East 16th St, Next Phase Bar 1700 Central Ave, Beechers Liquor 1691 Asbury Rd.

ACTION REQUESTED

Action requested is for City Council consideration to approve the retail alcohol license renewals for: Brazen Open Kitchen Bar 955 Washington St., Suite 101, Dubuque Golf & Country Club 1800 Randall Pl., Dubuque Museum of Art 701 Locust St., El1 Dubuque 555 John F Kennedy Rd., Gary Dolphin's Iron Bar 333 East 10th St, Suite 104, Holiday Inn Dubuque Five Flags 450 Main St., Kwik Stop 76 2320 Gateway Dr., Magoo's Pizza 1875 University Ave., The Moracco 1413 Rockdale Rd., TownePlace Suites By Marriott 1151 Washington St., Fuel Express Food Mart 250 West 1st St, Kwik Stop Suite 300 1215 East 16th St, Next Phase Bar 1700 Central Ave, Beechers Liquor 1691 Asbury Rd.

cc: Crenna Brumwell, City Attorney
Adrienne N. Breitfelder, 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:

Beechers Liquor	1691 Asbury Rd
Brazen Open Kitchen Bar	955 Washington St., Suite 101
Dubuque Golf & Country Club	1800 Randall Pl.
Dubuque Museum of Art	701 Locust St.
El1 Dubuque	415, 555 John F Kennedy Rd.
Fuel Express Food Mart	250 West 1st St.
Gary Dolphin's Iron Bar	333 East 10th St, Suite 104
Holiday Inn Dubuque Five Flags	450 Main St.
Kwik Stop 76	2320 Gateway Dr.
Kwik Stop	1215 East 16th St. Ste 300
Magoo's Pizza	1875 University Ave.
Next Phase Bar	1700 Central Ave.
The Moracco	1413 Rockdale Rd.
Towneplace Suites By Marriott - Dubuque	1151 Washington St.

Passed, approved, and adopted this 16th day of December 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk



City Clerk's Office
City Hall
50 W. 13th Street
Dubuque, IA 52001-4864
(563) 589-4100 office
(563) 589-0890 fax
ctyclerk@cityofdubuque.org
www.cityofdubuque.org

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

FROM: Adrienne N. Breitfelder, City Clerk

SUBJECT: Class "E" Retail Alcohol Licenses Automatically Renewed

DATE: December 10, 2023

§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.

Name of Business DBA	Premise Address	Effective
Beecher Liquor	1691 Asbury Rd.	1/1/2025
Sam's Club 4973	4400 Asbury Rd.	1/17/2025
Hy-Vee 2	2395 NW Arterial Store	1/21/2025
Casey's General Store 3473	1072 Cedar Cross Rd	2/11/2025
Hartig Drug Company4	2225 Central Ave	2/20/2025
EZ Stop 1	1101 Rhomberg Ave.	2/25/2025

Prepared by: Trish Gleason, Assistant City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 19.

ITEM TITLE: Approval of Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permit Applications

SUMMARY: City Manager recommending City Council approval of the retail tobacco, tobacco products, alternative nicotine products, vapor products, and device permits as submitted.
RESOLUTION Approving Applications For Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, And Device Permits, As Required By Iowa Code 453A.47A And Senate File 345

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

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Approval of Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permit Applications

DATE: December 11, 2024

City Clerk Adrienne Breitfelder is recommending City Council approval of retail permits for Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permits for the following retailers.

Effective from: January 1, 2025, to June 30, 2025

Business Name	Business Address	Permit Type
Altered State	1523 Central Ave.	Device Retailer
Altered State	1523 Central Ave.	Tobacco Retailer
The Great Vape	3250 Central Ave.	Device Retailer

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
Adrienne Breitfelder, City Clerk
Trish Gleason, Assistant City Clerk



City Clerk's Office
City Hall
50 W. 13th Street
Dubuque, IA 52001-4864
(563) 589-4100 office
(563) 589-0890 fax
ctyclerk@cityofdubuque.org
www.cityofdubuque.org

TO: Michael C. Van Milligen, City Manager

FROM: Adrienne N. Breitfelder, City Clerk

SUBJECT: Approval of Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permit Applications

DATE: December 10, 2024

Pursuant to Iowa Code §453A.47A, a retail permit is required to sell tobacco, tobacco products, alternative nicotine products, or vapor products at any place of business or through delivery sales. All permits provided for in Iowa Code §453A.47A expire on June 30 of each year and require payment of the applicable fee established in Iowa Code §453A.47A(7). The Iowa Department of Revenue implements the retail permit requirements of Iowa Code §453A.47A. The City Clerk's Office issues all permits for retailers located within city limits. As part of the retail permit process, the Iowa Department of Revenue requires applications be approved by the city council once the city receives the completed application and appropriate fee.

During the 2024 legislative session, the Iowa legislature enacted Senate File 345, which regulates and taxes the sale of devices effective January 1, 2025. Per the legislation, a "device" is defined as any equipment or product, made in whole or in part of glass or metal, that is designed for use in inhaling through combustion tobacco, hemp, other plant materials, or a controlled substance. Based on this legislation, we have included 'device' in the permit approval resolution and will indicate the permit type for which each business has applied.

Upon confirmation that the City Clerk's Office has received the completed applications and proper fees, I recommend approving retail permits for Tobacco, Device, Alternative Nicotine, and Vapor Products for the following retailers.

Effective from: January 1, 2025, to June 30, 2025

Business Name	Business Address	Permit Type
Altered State	1523 Central Ave.	Device Retailer
Altered State	1523 Central Ave.	Tobacco Retailer
The Great Vape	3250 Central Ave.	Device Retailer

Prepared by: Trish Gleason, Assistant City Clerk

RESOLUTION NO.

APPROVING APPLICATIONS FOR RETAIL TOBACCO, TOBACCO PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS, VAPOR PRODUCTS, AND DEVICE PERMITS, AS REQUIRED BY IOWA CODE 453A.47A AND SENATE FILE 345

Whereas, applications for Tobacco/Tobacco Products/Alternative Nicotine Products/Vapor Products/Device retail permits have been submitted and filed with the City Clerk; and

Whereas, the applicants have filed the proper application and fees as required by the Iowa Department of Revenue; and

Whereas, applications are presented to City Council for approval.

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

Section 1. The City Clerk is hereby authorized and directed to cause to be issued the following named applicants and locations for Cigarette/Device/Tobacco/Nicotine/Vapor retail permit.

Effective from: January 1, 2025, to June 30, 2025

Business Name	Business Address	Permit Type
Altered State	1523 Central Ave.	Device Retailer
Altered State	1523 Central Ave.	Retail Tobacco
The Great Vape	3250 Central Ave.	Device Retailer

Passed, approved, and adopted this 16th day of December 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 1.

ITEM TITLE:	Resolution Setting a Public Hearing on a Proposed Development Agreement with Dubuque and Jackson County Habitat for Humanity
SUMMARY:	City Manager recommending City Council adopt the attached resolution setting a public hearing for January 6, 2025, on the proposed Development Agreement by and between the City of Dubuque, Iowa and Dubuque and Jackson County Habitat for Humanity. RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Between The City Of Dubuque, Iowa And Dubuque And Jackson County Habitat For Humanity, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Grant Obligations Relating Thereto And Providing For The Publication Of Notice Thereof
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for January 6, 2025
ATTACHMENTS:	1. MVM Memo 2. Staff Memo 3. Development Agreement 4. Notice of Hearing 5. Resolution

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 with Dubuque and Jackson County Habitat for Humanity

DATE: December 11, 2024

Economic Development Director Jill Connors is recommending City Council adopt the attached resolution setting a public hearing for January 6, 2025, on the proposed Development Agreement by and between the City of Dubuque, Iowa and Dubuque and Jackson County Habitat for Humanity.

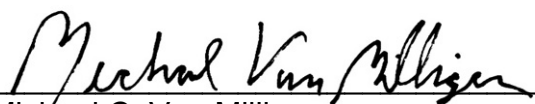
The Developer is proposing to create 14 single family homes adjacent to Mount Pleasant Home. The project is located within the Mount Pleasant Place Urban Renewal Area which has been designated by City Council Resolution No. 250-24 as an economic development area. The Developer has indicated the project will be conducted in phases with Phase I representing the creating of six low- and moderate-income housing units. Overall, the project represents a unique opportunity to create affordable, single-family homes within the City of Dubuque.

Key elements of the Development Agreement are as follows:

1. Developer to create 14 single family homes, two detached garage structures, 15 covered parking spaces, and 18 surface parking spaces by December 31, 2028.
2. City to award 15 years of tax increment financing incentives in the form of semi-annual rebates. The tax increment rebates are not anticipated to exceed \$500,000.

The Development Agreement requires Developer to accept applications from prospective tenants with housing choice vouchers (issued under the U.S. HUD's Section 8 voucher program or a similar program) that are otherwise qualified prospective tenants.

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: Resolution Setting a Public Hearing on a Proposed Development Agreement with Dubuque and Jackson County Habitat for Humanity

DATE: December 10, 2024

INTRODUCTION

This memorandum presents for City Council review and approval a resolution setting a public hearing on a proposed Development Agreement by and between the City of Dubuque, Iowa and Dubuque and Jackson County Habitat for Humanity.

BACKGROUND

Dubuque and Jackson County Habitat for Humanity (Developer) is a 501(c)(3) non-profit organization that works to provide affordable housing solutions in Dubuque and Jackson Counties. Since founding in 1991, the Developer has built 23 homes to help families working to improve their living situations. The Developer is committed to building, rehabilitating, and maintaining safe and affordable homes.

DISCUSSION

The Developer is proposing to create 14 single family homes adjacent to Mount Pleasant Home. The project is located within the Mount Pleasant Place Urban Renewal Area which has been designated by City Council Resolution No. 250-24 as an economic development area. The Developer has indicated the project will be conducted in phases with Phase I representing the creating of six low- and moderate-income housing units. Overall, the project represents a unique opportunity to create affordable, single-family homes within the City of Dubuque.

Key elements of the Development Agreement are as follows:

1. Developer to create 14 single family homes, two detached garage structures, 15 covered parking spaces, and 18 surface parking spaces by December 31, 2028.
2. City to award 15 years of tax increment financing incentives in the form of semi-annual rebates. The tax increment rebates are not anticipated to exceed \$500,000.

The Development Agreement requires Developer to accept applications from prospective tenants with housing choice vouchers (issued under the U.S. HUD's Section 8 voucher program or a similar program) that are otherwise qualified prospective tenants.

RECOMMENDATION

I recommend adopting the attached resolution setting a public hearing for January 6, 2025 on the proposed Development Agreement by and between the City of Dubuque, Iowa and Dubuque and Jackson County Habitat for Humanity.

**AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
DUBUQUE AND JACKSON COUNTY HABITAT FOR HUMANITY**

This Agreement, dated for reference purposes the _____ day of _____, 2024, by and between the City of Dubuque, Iowa, a municipality (City), established pursuant to Iowa Code and acting under authorization of Iowa Code Chapter 489, as amended (Urban Renewal Act), and Dubuque and Jackson County Habitat for Humanity, an Iowa Nonprofit Corporation with its principal place of business in Dubuque, Iowa (Developer).

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, City has undertaken an urban renewal project to advance the community's ongoing economic development efforts; and

WHEREAS, Developer is the owner of the following described real property:

Lot 2 of Mount Pleasant Place, Lots 55, 56, 57, and 58 in Rosedale Addition, and, Lots 8, 9, 10, and 11 of the Subdivision of Lot 3 of the Subdivision of Mineral Lot No. 178, all in the City of Dubuque, Iowa, according to the respective recorded Plats thereof

(the Property)

; and

WHEREAS, the Developer plans a development of single-family homes designated for low and moderate income families as defined by Iowa Code Section 403.17(12) and needed public infrastructure on lots all of which are owned by Developer as of the date of this Agreement (the Project) which is located in the Project Area, and thereafter to cause the same to be operated in accordance with this Agreement; and

WHEREAS, the Project is located within the Mount Pleasant Place Housing Urban Renewal Area (the Project Area); and

WHEREAS, as of the date of this Agreement an urban renewal plan for the Project Area consisting of the Urban Renewal Plan for the Mount Pleasant Place Housing Urban Renewal Area, was approved by the City Council of City on the 5th day of August 2024, (the Urban Renewal Plan); and

WHEREAS, a copy of the Urban Renewal Plan, as constituted on the date of this Agreement, attached hereto as Exhibit A, is on file with the Clerk for the City; and

WHEREAS, the City intends to assist the Project through economic development grants; 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 promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

SECTION 1. REPRESENTATIONS AND WARRANTIES.

1.1 Representations and Warranties of City. In order to induce Developer to enter into this Agreement, City hereby represents and warrants to Developer that to the best of City's knowledge:

(1) City has duly obtained all necessary approvals and consents for its execution, delivery, and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at time of closing confirming the representation contained herein, in the form attached hereto as Exhibit E.

(2) City shall exercise its best efforts to cooperate with Developer in the development process.

(3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.

(4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City or which affects the validity of the Agreement or City's ability to perform its obligations under this Agreement.

(6) The representations and warranties contained in this article shall be correct in all respects on and as of the Closing Date with the same force and effect as if

such representations and warranties had been made on and as of the Closing Date.

1.2 Representations and Warranties of Developer. Developer makes the following representations and warranties:

(1) Developer is 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 assuming due authorization, execution and delivery by City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally. Developer's counsel shall issue a legal opinion to the City, at time of closing, confirming the representations contained herein, in the form attached hereto as Exhibit C.

(3) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the articles of incorporation or the bylaws of Developer or any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(4) There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business, financial position or result of operations of Developer or which affects the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

(5) Developer will perform its obligations under this Agreement in accordance with the material terms of this Agreement, the Urban Renewal Plan and all local, state, and federal laws and regulations.

(6) Developer will use good faith efforts to obtain, or cause to be obtained, in a timely manner, all material requirements of all applicable local, state, and federal laws and regulations which must be obtained or met.

(7) Developer 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 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 D.

(2) Developer has obtained any and all necessary governmental approvals, including without limitations approval of zoning, subdivision, or platting which might be necessary or desirable in connection with the development of the Property. Any conditions imposed as a part of the zoning, platting or subdivision must be satisfactory to Developer, in its sole opinion. City shall cooperate with Developer in attempting to obtain any such approvals and shall execute any documents necessary for this purpose, provided that City shall bear no expense in connection therewith. In connection therewith, City agrees (a) to review all of Developer's plans and specifications for the Project and to either reject or approve the same in a prompt and timely fashion; (b) to issue a written notification to Developer, following City's approval of same, indicating that City has approved such plans and specifications, and that the same are in compliance with the Urban Renewal Plan and Developer agrees to comply with any amendments to the Urban Renewal Plan, this Agreement and any other applicable City or affiliated agency requirements, with the understanding that Developer and its lenders 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, 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 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) Receipt of an opinion of counsel to Developer in the form attached hereto as Exhibit C.

(6) Developer shall have the right to terminate this Agreement at any time prior to the consummation of the closing on the Closing Date if Developer determines in its sole discretion that conditions necessary for the successful completion of the Project contemplated herein have not been satisfied to the full satisfaction of such party in such party's sole and unfettered discretion. Upon the giving of notice of termination by such terminating party to the other parties to this Agreement, this Agreement shall be deemed null and void.

(7) Developer shall have recorded a final plat of the Property.

1.4 Closing. The closing shall take place on the Closing Date which shall be the 13th of February, 2025, or such other date as the parties shall agree in writing but in no event shall the Closing Date be later than the February 28, 2025. 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. INFRASTRUCTURE IMPROVEMENTS.

2.1 Required Improvements. City acknowledges that Developer is developing a residential development on the Property as shown on the Conceptual Development Plan attached hereto as Exhibit B. Developer agrees as follows (the Required Improvements):

(1) To construct fourteen (14) single-family owner-occupied residences, two (2) detached garage structures containing a total of fifteen (15) covered parking spaces, and eighteen (18) surface parking spaces.

(2) To construct a 26-foot-wide private drive that will extend throughout the site providing access to all the residences. The private driveway location has been reviewed and approved by the City of Dubuque Engineering Department to ensure adequate visibility for safe entry and exit from the development.

2.2 Plans for Construction of Required Improvements. Plans and specifications with respect to the Property and the construction of the Required Improvements thereon (the Construction Plans) shall be in conformity with the Urban Renewal Plan, this Agreement,

and all applicable state and local laws and regulations, including but not limited to any covenants, conditions, restrictions, reservations, easements, liens, and charges applicable to the Property, in the records of Dubuque County, Iowa. Developer shall submit to City, for approval by City, plans, drawings, specifications, and related documents with respect to the Required Improvements to be constructed by Developer on the Property. All work with respect to the Required Improvements shall be in substantial conformity with the Construction Plans approved by City. Developer specifically acknowledges and understands the requirements and limitations of Iowa Code §403.22 (6).

2.3 Timing of Required Improvements. Developer hereby agrees that construction of Required Improvements, shall be commenced by March 31, 2025, and completed by December 31, 2028. The time for the performance of these obligations shall be suspended due to unavoidable delays meaning delays, outside the control of the party claiming its occurrence in good faith, which are the direct result of strikes, other labor troubles, unusual shortages of materials or labor, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion directly results in delays, 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.

SECTION 3. CITY PARTICIPATION.

3.1 Economic Development Grants. For and in consideration of Developer's obligations hereunder, and in furtherance of the goals and objectives of the urban renewal plan for the Project Area and the Urban Renewal Law, City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make twenty (20) consecutive semi-annual payments (such payments being referred to collectively as the Economic Development Grants) to Developer:

November 1, 2030	May 1, 2031
November 1, 2031	May 1, 2032
November 1, 2032	May 1, 2033
November 1, 2033	May 1, 2034
November 1, 2034	May 1, 2035
November 1, 2035	May 1, 2036
November 1, 2036	May 1, 2037
November 1, 2037	May 1, 2038
November 1, 2038	May 1, 2039
November 1, 2039	May 1, 2040
November 1, 2040	May 1, 2041
November 1, 2041	May 1, 2042
November 1, 2042	May 1, 2043
November 1, 2043	May 1, 2044
November 1, 2044	May 1, 2045

The foregoing grants will be made pursuant to Iowa Code §403.9 of the Urban Renewal Law, in amounts equal to the actual amount of tax increment revenues collected by City under Iowa Code §403.19 (without regard to any averaging that may otherwise be utilized under Iowa Code §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 improvements constructed by Developer (the Developer Tax Increments), and no Grant may exceed such Developer Tax Increment nor may the total of such Grants exceed the total Developer Tax Increments. Developer recognizes and agrees that the Economic Development Grants shall be paid solely and only from the incremental taxes collected by City in respect to the Property and 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.

The foregoing schedule is subject to change based upon Developer's actual date of completion of the Minimum Improvements. Developer must inform City of any need to amend the schedule of the Economic Development Grants based on the date of Minimum Improvement completion.

A. To fund the Economic Development Grants, City shall certify to the County prior to December 1 of 2029 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 the Developer during the period such tax increment revenues accrue, on November 1 and May 1 of that fiscal year. (Example: If City so certifies by December 2029, the Economic Development Grants in respect thereof would be paid to Developer on November 1, 2030 and May 1, 2031.)

B. The Economic Development Grants shall be payable from and secured solely and only by the Developer Tax Increments paid to City that, upon receipt, shall be deposited and held in a special account created for such purpose and designated as the Mount Pleasant Housing 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 improvements and allocated to the Mount Pleasant Housing TIF Account to pay the Economic Development Grants, as and to the extent set forth in Section 3.3(A) hereof. The Economic Development Grants shall not be payable in any manner by other tax increments revenues or by general taxation or from any other City funds. City makes no representation with respect to the amounts that may be paid to Developer as the Economic Development Grants in any one year and under no circumstances shall City in any manner be liable to Developer so long as City

timely applies the Developer Tax Increments actually collected and held in the Mount Pleasant Housing TIF Account (regardless of the amounts thereof) to the payment of the Economic Development Grants to Developer as and to the extent described in this Section.

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 Section 3.2 hereof, for any purpose for which such tax increment revenues may lawfully be used pursuant to the provisions of the Urban Renewal Law, and City shall have no obligations to Developer with respect to the use thereof.

SECTION 4. NON- APPROPRIATION / LIMITED SOURCE OF FUNDING.

4.1 Non-Appropriation. 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.

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 Grant 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 DEVELOPER.

5.1 Books and Records. During the term of this Agreement, Developer shall keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer in accordance with generally accepted accounting principles consistently applied throughout the period involved, and Developer shall provide reasonable protection against loss or damage to such books of record and account.

5.2 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 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.

5.3 Preservation of Property. During the term of this Agreement, Developer shall maintain, preserve, and keep, or cause others to maintain, preserve, and keep, the improvements in good repair and working order, except for ordinary wear and tear, 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.

5.4 Non-Discrimination. In carrying out the Project, Developer shall not discriminate against any employee or applicant for employment because of age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation.

5.5 Conflict of Interest. Developer agrees that no member, officer, or employee of City, or its designees or agents, nor any consultant or member of the governing body of City, and no other public official of City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project, or in any activity, or benefit therefrom, which is part of this Project at any time during or after such person's tenure. In connection with this obligation, Developer shall have the right to rely upon the representations of any party with whom it does business and shall not be obligated to perform any further examination into such party's background.

5.6 Non-Transferability. Until such time as the improvements are complete this Agreement may not be assigned by Developer to another party without the prior written consent of City, which shall not be unreasonably withheld. Thereafter, Developer shall

have the right to assign this Agreement and upon assumption of the Agreement by the assignee, Developer shall no longer be responsible for its obligations under this Agreement.

5.7 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:

A. Devote the Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan (and City represents and agrees that use of the Property as a residential development is in full compliance with the Urban Renewal Plan) (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same); and

B. Not discriminate upon the basis of age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation in the sale, lease, rental, use, or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same).

5.8 Release and Indemnification Covenants.

A. Developer releases City and the governing body members, officers, agents, servants, and employees thereof (hereinafter, for purposes of this Section, the Indemnified Parties) from, 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 resulting from any defect in the improvements.

B. 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 from:

(1) Developer's 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 improvements in accordance with the Final Plat and Improvement Plans as approved by the City Council Resolution with Developer Acknowledgment until such time as Developer's warranty of the improvements has expired or, for individual lots, upon sale of a lot to a new owner; or

(3) the condition of the Property and any hazardous substance or environmental contamination located in or on the Property, caused by Developer and occurring after Developer takes possession of the Property.

C. The Indemnified Parties shall not be liable to Developer 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 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.

D. 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.

E. The provisions of this Section shall survive the termination of this Agreement.

5.9 Compliance with Laws. Developer shall comply with all 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.

5.10 Short-Term Rental. For and in consideration of the Grant offered under this Agreement, during the operation of the Development Property as residential rental property, no residential rental unit shall be leased to any tenant for an initial term of fewer than 30 days, and no portion of the Development Property may be used for short-term rental purposes. Developer agrees to include similar prohibitions regarding short-terms rentals in each lease agreement for each residential rental unit of the Development Property. Developer further agrees to include such prohibitions in each and every lease agreement for any residential rental unit of the Development Property for so long as any single residential rental unit of the Development Property remains subject to the terms and conditions of this Agreement.

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:

- A. Failure by Developer to pay or cause to be paid, before delinquency, all real property taxes assessed with respect to the improvements and the Property. After the issuance of the Certificate of Completion, however, such event shall not entitle City to the remedy provided in Section 6.2.
- B. Failure by Developer to cause the construction of the Required Improvements to be commenced and completed pursuant to the terms, conditions, and limitations of the Final Plat and Improvement Plans as approved by the City Council Resolution with Developer Acknowledgment and this Agreement.
- C. Failure by Developer or City to substantially observe or perform any other material covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement.

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 Developer does not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

- A. City may suspend its performance under this Agreement until it receives assurances from the defaulting party, deemed adequate by City, that the defaulting party will cure its default and continue its performance under this Agreement;
- B. 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. Except as otherwise provided in this Agreement, 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 may take any action, including legal, equitable, or administrative action that may appear necessary or desirable to collect any payments due under this Agreement, to recover expenses of Developer, or to enforce performance and observance of any obligation, agreement, or covenant of City under this Agreement. Developer may suspend their performance under this Agreement until they receive assurances from City, deemed adequate by Developer, 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:

If to Developer: Dubuque and Jackson County Habitat for Humanity
 Attn: Hillary Dalton
 900 Jackson Street STE LL5-2E
 Dubuque IA 52001
 Phone: (563) 556-2195

With copy to: Kane, Norby, and Reddick, P.C.
 Joseph P. Kane
 2100 Asbury Road, Suite 2
 Dubuque, Iowa 52001
 Phone: (886) 493-0667

If to City: City of Dubuque
 Attn: City Manager
 50 W. 13th Street

Dubuque, Iowa 52001

With copy to: City Attorney's Office
300 Main Street, Suite 330
Dubuque, IA 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 their respective successors and assigns.

7.3 Termination Date. This Agreement and the rights and obligations of the parties hereunder shall terminate on June 30, 2045 following the last payment for Grants (the Termination Date) pursuant to Iowa Code §403.22.

7.4 Execution by Facsimile or Email. The parties agree that this Agreement may be transmitted among them by facsimile machine or email. The parties intend that the faxed or scanned signatures constitute original signatures and that a faxed or scanned Agreement containing the signatures (original, faxed, or scanned) of all the parties is binding on the parties.

7.5 Memorandum of Development Agreement. City shall promptly record a Memorandum of Development Agreement in the form attached hereto as Exhibit F in the office of the Recorder of Dubuque County, Iowa. Developer shall pay the costs for so recording.

CITY OF DUBUQUE, IOWA

**DUBUQUE AND JACKSON COUNTY
HABITAT FOR HUMANITY**

By: _____
Brad M. Cavanagh, Mayor

By: Hilary Dalton

Hilary Dalton, Executive Director

Adrienne N. Breitsfelder, City Clerk

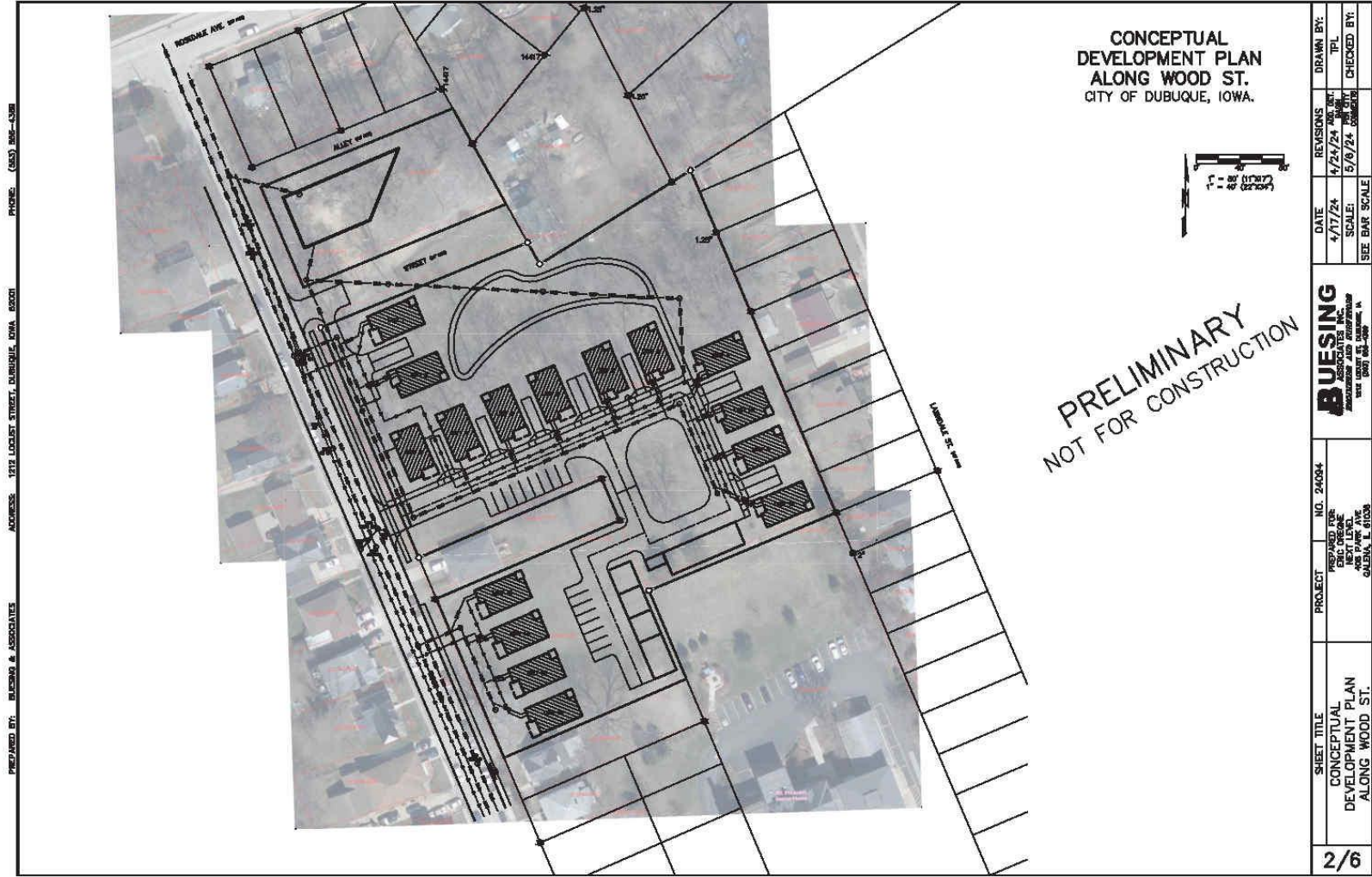
LIST OF EXHIBITS

Exhibit A	Urban Renewal Plan
Exhibit B	Conceptual Site Plan
Exhibit C	Opinion of Developer's Counsel
Exhibit D	City Certificate
Exhibit E	Opinion of City's Counsel
Exhibit F	Memorandum of Development Agreement

EXHIBIT A
URBAN RENEWAL PLAN

(on file in City Clerk's office, 50 W. 13th Street, Dubuque, IA 52001)

EXHIBIT B
CONCEPTUAL DEVELOPMENT PLAN



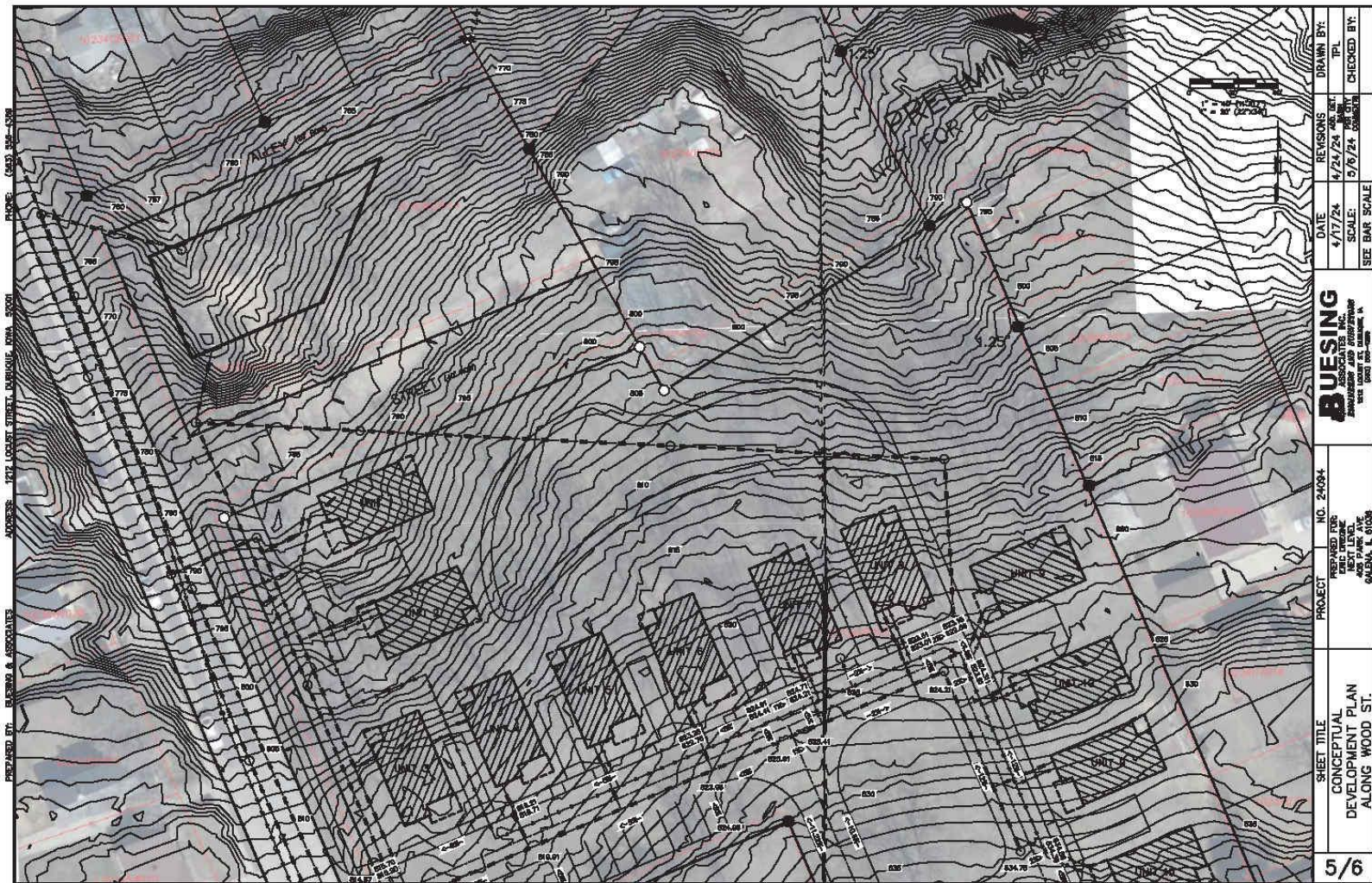


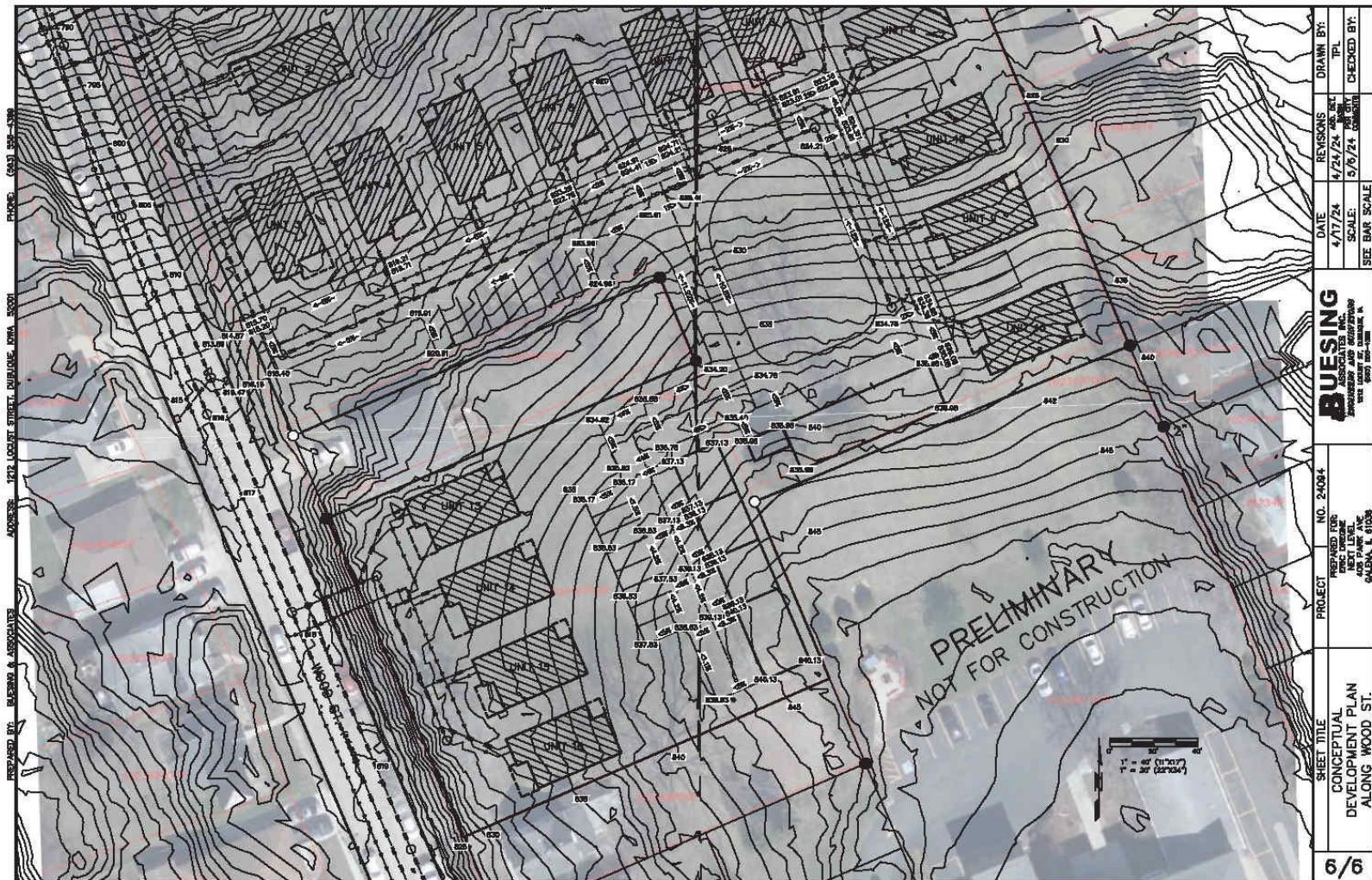
3/6	SHEET TITLE CONCEPTUAL DEVELOPMENT PLAN ALONG WOOD ST.	PROJECT NO. 24004	PREPARED FOR ERIC LIVING WATER AND LAND TRUST GALVESTON, TX 77550	BUESING ASSOCIATES INC. 2000 W. WOOD ST. GALVESTON, TX 77550 TEL: (409) 762-1000 FAX: (409) 762-1001 WWW.BUESING.COM				DATE	REVISIONS	DRAWN BY:
				4/17/24	4/24/24	4/24/24	TPL			
				SCALE:	5/9/24	CHECKED BY:				
				SEE BAR SCALE	COMMENTS					



PREPARED BY: BUESING & ASSOCIATES ADDRESS: 1774 LOCUST STREET, PUNJABI, INDIA 50000 PHONE: (405) 505-1300

4/6	SHEET TITLE CONCEPTUAL DEVELOPMENT PLAN ALONG WOOD ST.	PROJECT NO. 24004 PREPARED FOR: PUNJABI DEVELOPMENT 1774 LOCUST STREET PUNJABI, INDIA 50000 INDIA, IN 50000	BUESING & ASSOCIATES INC. 1774 LOCUST STREET PUNJABI, INDIA 50000 INDIA, IN 50000	DATE	REVISIONS	DRAWN BY:	
				4/17/24	4/24/24	TPL	
				SCALE: 5/5/24			CHECKED BY:
				SEE BAR SCALE			
				4/6			





SHEET TITLE CONCEPTUAL DEVELOPMENT PLAN ALONG WOOD ST.	PROJECT NO. 24004 PREPARED FOR: THE CITY OF ALBANY ALBANY, N.Y. ALBANY, N.Y. 12206	BUESING ASSOCIATES, INC. ENGINEERS, ARCHITECTS, PLANNERS 1000 10TH AVENUE, SUITE 100 ALBANY, N.Y. 12206	DATE 4/17/24	REVISIONS 4/24/24 - 04	DRAWN BY: TFL
			SCALE: SEE BAR SCALE	CHECKED BY: JWB	

6/6

EXHIBIT C
OPINION OF DEVELOPER'S COUNSEL

Mayor and City Councilmembers
City Hall
13th and Central Avenue
Dubuque IA 52001

Re: Development Agreement Between the City of Dubuque, Iowa, and Dubuque and Jackson County Habitat for Humanity

Dear Mayor and City Councilmembers:

We have acted as counsel for Dubuque and Jackson County Habitat for Humanity (Developer) in connection with the execution and delivery of a certain Development Agreement (Development Agreement) between Developer and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 2024.

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the Development Agreement and such other documents and records as we have deemed relevant and necessary as a basis for the opinions set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. Developer is an Iowa Nonprofit Corporation with its principal place of business at Dubuque, Iowa and has full power and authority to execute, deliver and perform in full Development Agreement. The Development Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by City, is in full force and effect and is valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. The execution, delivery and performance by Developer of the Development Agreement and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the articles of incorporation and bylaws of Developer, any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which Developer is a party or by which Developer's property is bound or subject.

3. To the best of our knowledge, there are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform Developer's obligations thereunder.

We have examined such documents and certificates of public officials and officers of the Developer as we have deemed necessary for the purposes of this opinion. As to the existence of facts which are material to this opinion, we have relied upon certificates of public officials, statements by officers and resolutions of the Members of the Developer. In rendering our opinion, we have assumed (i) the legal capacity of all natural persons and the capacity and corporate power of all parties to the documents examined by us other than the Developer, (ii) the due authorization, execution and delivery of each document examined by us, by all parties to such documents other than the Developer, (iii) the genuineness of all signatures other than the signatures of the representatives of the Developer, (iv) the authenticity of all documents submitted to us as originals; (v) the conformity to original documents of all documents submitted to us as copies; and (vi) the City has no knowledge, direct or through their counsel, which would render any of the representations set forth herein inaccurate or incorrect. We have not made any independent investigation to verify any assumptions made herein, and have not undertaken any factual investigation into the business, properties, agreements or litigation of the Developer for the purpose of rendering the opinions expressed herein. There may exist matters of a factual nature which could have a bearing on our opinions expressed herein, with respect to which we have not been consulted or are otherwise unaware. Where used herein, the language "to the best of our knowledge" or language of similar nature means to our actual knowledge with no duty to inquire further of any person or document. Said language is intended to be limited to the actual knowledge of the attorneys within our firm who have been directly involved in representing the Developer, or whom we reasonably believe have knowledge of the affairs of the Developer. We have assumed that all representations and warranties made by any party to the Development Agreement are true and correct. We have examined the law, the resolutions of the members of Developer, the Development Agreement, and such company proceedings of the Developer and such other documents, certificates, instruments and matters as we deem necessary to render this opinion.

The foregoing opinions are subject to:

(a) Equitable principles of general applicability (including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, public policy, equitable subordination and the possible unavailability of specific performance or injunctive relief), regardless of whether considered in a proceeding in equity or at law or whether codified by statute;

(b) The unenforceability of provisions purporting to waive rights, claims, demands, liabilities or defenses to obligations, known or unknown, suspected or unsuspected, where such waivers are contrary to any applicable law or against public policy;

(c) The unenforceability, under certain circumstances, of provisions of agreements to the effect that rights or remedies are not exclusive, that every right or remedy is cumulative and may be exercised in addition to or with any other right or

remedy, or that the election of some particular remedy or remedies does not preclude recourse to one or another remedy;

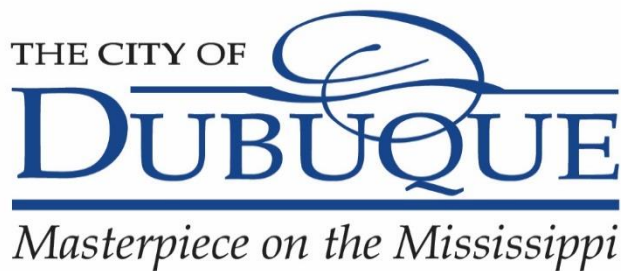
(d) The unenforceability under certain circumstances, of provisions which purport to govern forum selection or consent to jurisdiction; and

(e) The potential to vary the terms of the Development Agreement on the basis of parol evidence.

The opinions set forth herein are given as of the date hereof. We disclaim any obligation to notify you or any other person after the date of this letter if any change in fact and/or law should change our opinion with respect to any matters set forth herein. This opinion is for your benefit only and may not be quoted in whole or in part or otherwise referred to in any documents, or delivered to or filed with any person or entity, or relied upon by any other person or entity, without our prior written consent.

Very truly yours,

EXHIBIT D
CITY CERTIFICATE



City Manager's Office
City Hall
50 West 13th Street
Dubuque, Iowa 52001-4864
(563) 589-4110 office
(563) 589-4149 fax
ctymgr@cityofdubuque.org

(DATE)

Re: Development Agreement between the City of Dubuque, Iowa, and Dubuque and Jackson County Habitat for Humanity

Dear _____:

I am the City Manager of the City of Dubuque, Iowa and have acted in that capacity in connection with the execution and delivery of a certain Development Agreement between Dubuque and Jackson County Habitat for Humanity (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 2024.

On behalf of the City of Dubuque, I hereby represent and warrant to Developer that:

- (1) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement do not and shall not result in any material breach of any terms or conditions of any mortgage, bond, indenture, agreement, contract, license, or other instrument or obligation to which City is a party or by which either the City or the Property being conveyed are bound, nor shall the execution, delivery and performance of this Agreement violate any statute, regulation, judgment, writ, injunction or decree of any court threatened or entered in a proceeding or action in which City may be bound or to which either City or the Property being conveyed may be subject.
- (2) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement, and has full power and authority to execute, deliver and perform its obligations under this Agreement. 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 E.
- (3) City shall exercise its best efforts to assist with Developer in the development process.
- (4) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.

(5) The representations and warranties contained in this article shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

Sincerely,

Michael C. Van Milligen
City Manager

MCVM:jh

EXHIBIT E
OPINION OF CITY'S COUNSEL

Barry A. Lindahl, Esq.
Senior Counsel
Suite 330, Harbor View Place
300 Main Street
Dubuque, Iowa 52001-6944
(563) 583-4113 office
(563) 583-1040 fax
balesq@cityofdubuque.org



(DATE)

RE:

Dear _____:

I have acted as counsel for the City of Dubuque, Iowa, in connection with the execution and delivery of a certain Development Agreement between Dubuque and Jackson County Habitat for Humanity (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 2024.

The City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and has full power and authority to execute, deliver and perform its obligations under this Agreement, and to the best of my knowledge, the representations of the City Manager in his letter dated the ____ day of _____, 2024, are correct.

Very sincerely,

Barry A. Lindahl, Esq.
Senior Counsel

BAL:JLM

EXHIBIT F
MEMORANDUM OF DEVELOPMENT AGREEMENT

Prepared by: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113
Return to: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113

MEMORANDUM OF DEVELOPMENT AGREEMENT

A Development Agreement between the **City of Dubuque, Iowa**, an Iowa municipal corporation, of Dubuque, Iowa and Dubuque and Jackson County Habitat for Humanity was made regarding the following described premises:

Lot 2 of Mount Pleasant Place, Lots 55, 56, 57, and 58 in Rosedale Addition, and, Lots 8, 9, 10, and 11 of the Subdivision of Lot 3 of the Subdivision of Mineral Lot No. 178, all in the City of Dubuque, Iowa, according to the respective recorded Plats thereof

(the Property)

The Development Agreement is dated for reference purposes the ____ day of _____, 2024, and contains covenants, conditions, and restrictions concerning the use of said premises.

This Memorandum of Development Agreement is recorded for the purpose of constructive notice. In the event of any conflict between the provisions of this Memorandum and the Development Agreement itself, executed by the parties, the terms and provisions of the Development Agreement shall prevail. A complete counterpart of the Development Agreement, together with any amendments thereto, is in the possession of the City of Dubuque and may be examined at its offices as above provided.

Dated this ____ day of _____, 2024.

CITY OF DUBUQUE, IOWA

By: _____
Barry A. Lindahl, Esq., Senior Counsel

STATE OF IOWA

DUBUQUE COUNTY : **SS:**

On this ____ day of _____, 2024, before me, a Notary Public in and for the State of Iowa, in and for said county, personally appeared Barry A. Lindahl, to me personally known, who being by me duly sworn did say that he is Senior Counsel of the City of Dubuque, a Municipal Corporation, created and existing under the laws of the State of Iowa and that said instrument was signed on behalf of said Municipal corporation by authority and resolution of its City Council and said Senior Counsel acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public, State of Iowa

**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 January, 2025, at 6:30 p.m., in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council proposes to take action to approve a Development Agreement between the City of Dubuque, Iowa and Dubuque and Jackson County Habitat for Humanity, 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 Mount Pleasant Place Urban Renewal Area , consisting of the funding of Urban Renewal Tax Increment Revenue Grant Obligations for Dubuque and Jackson County Habitat for Humanity, under the terms and conditions of the Urban Renewal Plan for the Mount Pleasant Place Urban Renewal Area. 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 \$500,000.

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 City Council agenda will be posted the Friday before the meeting and will contain public input options. The agenda can be accessed at <https://dubuqueia.portal.civicclerk.com/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Written comments on the public hearing may be submitted to the City Clerk's Office by email at ctyclerk@cityofdubuque.org or by mail to City Hall, 50 W. 13th St., Dubuque, IA 52001, before the scheduled hearing. The City Council will review all written comments at the time of the hearing.

Documents related to the public hearing 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 requiring special assistance should contact the City Clerk's Office 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 16th day of December 2024.

Adrienne N. Breitfelder, CMC, City Clerk

Prepared by Ian C. Hatch, Assistant Economic Development Director, 1300 Main Street, Dubuque, IA 52001, (563) 589-4105
Return to Adrienne N. Breifelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. ____-24

FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND DUBUQUE AND JACKSON COUNTY HABITAT FOR HUMANITY, INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE GRANT OBLIGATIONS RELATING THERETO AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF

WHEREAS, City and Dubuque and Jackson County Habitat for Humanity have tentatively entered into a Development Agreement, subject to the approval of the City Council, a copy of which is now on file at the Office of the City Clerk, City Hall, 50 W. 13th Street, Dubuque, Iowa for the development of property located in the Mount Pleasant Place Urban Renewal Area in the City of Dubuque; and

WHEREAS, the City Council has tentatively determined that it would be in the best interests of the City to approve the Development Agreement with Dubuque and Jackson County Habitat for Humanity; and

WHEREAS, it is deemed necessary and advisable that City should authorize Urban Renewal Tax Increment Revenue Grant Obligations, as provided by Iowa Code Chapter 403, pursuant to the Development Agreement; and

WHEREAS, before said obligations may be approved, Iowa Code Chapter 403 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY

OF DUBUQUE, IOWA:

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 403.9 of a public hearing on the City's intent to authorize Urban Renewal Tax Increment Revenue Grant Obligations, to be held on the 6th day of January, 2025 at 6:30 p.m. The official agenda will be posted on Friday, January 3, 2025 and will contain listening, viewing, and public input options. The City Council agenda can be accessed at <https://cityofdubuque.novusagenda.com/AgendaPublic/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of authorizing Urban Renewal Tax Increment Revenue Grant Obligations and the execution of the Development Agreement relating thereto with Dubuque and Jackson County Habitat for Humanity, 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 Mount Pleasant Place Urban Renewal Area, consisting of the funding of Urban Renewal Tax Increment Revenue Grant Obligations to Dubuque and Jackson County Habitat for Humanity pursuant to the Development Agreement. It is expected that the aggregate amount of the Tax Increment Revenue Grant Obligations to be issued will be approximately \$500,000.

Section 3. The Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said obligations.

Section 4. That the notice of the proposed action to issue said obligations shall be in substantially the form attached hereto.

Passed, approved and adopted this 16th day of December, 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitsfelder, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 2.

ITEM TITLE: Setting a Public Hearing on a Proposed Purchase Agreement by and between the City of Dubuque and Theisen's Warehouse, LLC providing for the Sale of City-owned Real Estate

SUMMARY: City Manager recommending City Council adopt the attached resolution setting a public hearing for January 6, 2025, on a proposed Purchase Agreement by and between the City of Dubuque and Theisen's Warehouse, LLC providing for the sale of City-owned real estate.

RESOLUTION Intent To Dispose Of An Interest In City Of Dubuque Real Estate By Sale To Theisen's Warehouse, LLC Pursuant To A Purchase Agreement By And Between The City Of Dubuque And Theisen's Warehouse, LLC And Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On The Purchase Agreement And Providing For The Publication Of Notice Thereof

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s), Set Public Hearing for January 6, 2025

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Purchase Agreement
4. Notice of Hearing
5. Resolution Setting Hearing

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Setting a Public Hearing on a Proposed Purchase Agreement by and between the City of Dubuque and Theisen's Warehouse, LLC providing for the Sale of City-owned Real Estate

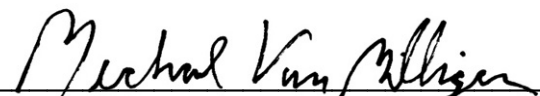
DATE: December 11, 2024

Economic Development Director Jill Connors is recommending City Council adopt the attached resolution setting a public hearing for January 6, 2025, on a proposed Purchase Agreement by and between the City of Dubuque and Theisen's Warehouse, LLC providing for the sale of City-owned real estate.

The parties have agreed on the following:

1. City will convey the 2.54-acre adjacent parcel to Theisen for \$1.00 for the future expansion of its corporate office/industrial facility.
2. Theisen will convey the 0.74-acre portion of the Expansion Property to City for \$1.00.
3. City will grade the Expansion Property, the 2.54-acre adjacent parcel, and the 0.74-acre portion of the Expansion Property as part of a mass grading project at no cost to Theisen.
4. City will take possession of the graded fill from this grading project from the aforementioned parcels with no payment from either party to the other.
5. Theisen will grant City an access easement for the grading project.
6. City intends to construct a roundabout adjacent to the 2.54-acre parcel. City will hold Theisen harmless from and against any and all claims for any property damage arising out of the construction of the roundabout.
7. The Purchase Agreement termination date will be June 30 following the completion of the mass grading project by City.

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: Setting a Public Hearing on a Proposed Purchase Agreement by and between the City of Dubuque and Theisen's Warehouse, LLC providing for the Sale of City-owned Real Estate

DATE: December 6, 2024

INTRODUCTION

This memorandum is a request for the City Council to adopt the attached resolution setting a public hearing for January 6, 2025 on a proposed Purchase Agreement by and between the City of Dubuque and Theisen's Warehouse, LLC providing for the sale of City-owned real estate.

BACKGROUND

On June 19, 2006 the City of Dubuque entered into a Development Agreement with Theisen Supply, Inc. and Chavenelle Warehouse Development, LLC (together, "Theisen") for the sale of City-owned property for the construction of an office and distribution facility. Part of that sale included a 2.45-acre Expansion Area to accommodate future development. The Development Agreement provided a property acquisition grant to Theisen as well as an economic development grant to incentivize the construction of the facility, the maintenance of 48 full time jobs, and the addition of 10 full time jobs.

The Development Agreement required the expansion of the facility onto the Expansion Area. Theisen did construct an addition to its facility, but that increased footprint did not extend onto the Expansion Area. Per the terms of the Development Agreement, failure to utilize the Expansion Area would require Theisen to repay the City the acquisition grant for the area not improved.

DISCUSSION

City staff desire to reacquire 0.74 acres of the Expansion Area to create additional right of way for South Heacock Road, as well as utilizing soil from the Expansion Area and an approximately 2.54-acre City-owned parcel (to be platted within 30 days of execution of the Purchase Agreement) immediately south of the Expansion Area to facilitate City infrastructure improvements immediately east of these parcels. The soil would be used to grade South Heacock Road, as well as a future development pad immediately north of 5955 Chavenelle Road. Concurrently, Theisen has expressed interest in the 2.54-acre parcel south of the Expansion Area for its operations.

Staff have negotiated an agreement with Theisen's Warehouse, LLC which would be of benefit to both the City and Theisen through the sale of the 2.54-acre City-owned parcel to Theisen in exchange for revestment of the 0.74-acre portion of the Expansion Area to the City.

The parties have agreed on the following:

1. City will convey the 2.54-acre adjacent parcel to Theisen for \$1.00 for the future expansion of its corporate office/industrial facility.
2. Theisen will convey the 0.74-acre portion of the Expansion Property to City for \$1.00.
3. City will grade the Expansion Property, the 2.54-acre adjacent parcel, and the 0.74-acre portion of the Expansion Property as part of a mass grading project at no cost to Theisen.
4. City will take possession of the graded fill from this grading project from the aforementioned parcels with no payment from either party to the other.
5. Theisen will grant City an access easement for the grading project.
6. City intends to construct a roundabout adjacent to the 2.54-acre parcel. City will hold Theisen harmless from and against any and all claims for any property damage arising out of the construction of the roundabout.
7. The Purchase Agreement termination date will be June 30 following the completion of the mass grading project by City.

RECOMMENDATION

I recommend the City Council adopt the attached resolution setting a January 6, 2025 public hearing on the proposed Purchase Agreement providing for the sale of City-owned property to Theisen's Warehouse, LLC.

**REAL PROPERTY EXCHANGE AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
THEISEN'S WAREHOUSE, LLC**

This Real Property Exchange Agreement is entered into as of the Effective Date (as defined herein), between THE CITY OF DUBUQUE, IOWA, ("City") and THEISEN'S WAREHOUSE, LLC ("Theisen"), an Iowa limited liability company with its principal place of business in Dubuque, Iowa.

Recitals

A. City is the owner of undeveloped real property located in Dubuque, Dubuque County, Iowa legally described as **Lot 1-2 McFadden Farm Place No. 4** ("City Property").

B. City intends to survey and convey a portion of the City Property, which shall consist of the balance of the parcel of land remaining after reserving an area for future construction of a traffic "roundabout", totaling approximately 2.54 acres ("City Exchange Property").

C. Theisen is the owner of undeveloped real property located in Dubuque, Dubuque County, Iowa legally described as **Lot 2 of Dubuque Industrial Center West 9th Addition** ("Theisen Property").

D. Theisen intends to survey and convey a portion of the Theisen Property to be known as **Lot 2A of Dubuque Industrial Center West 9th Addition**, to accommodate City's intent to widen the roadway improvements along Heacock Road, such parcel to consist of approximately 0.74 total acres along the eastern boundary of the parcel ("Theisen Exchange Property").

E. The fair market value of the City Exchange Property and the Theisen Exchange Property, combined with the additional consideration exchanged herein, is comparable.

F. City has determined that the Theisen Exchange Property has use for its future development plans of the Industrial Park in which the property is located and would benefit the residents of the City of Dubuque.

G. City has also determined that the additional consideration recited in this Agreement would benefit the mass grading project for the adjacent Dubuque Industrial Center parcels.

H. Theisen desires and intends to acquire the City Exchange Property for purposes of developing and constructing future expansion of business operations in conjunction with the existing industrial facility operations on the adjacent property by Theisen Supply, Inc., and its related and affiliated entities.

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CT
CT

I. City has determined that Theisen's proposed use of the City Exchange Property, in conjunction with the proposed real estate exchange set forth in this Agreement, will constitute a benefit to the residents of Dubuque.

J. City desires to exchange the City Exchange Property for the Theisen Exchange Property, and Theisen desires to exchange the Theisen Exchange Property for the City Exchange Property, all in accordance with the terms and conditions set forth in this Agreement.

K. A diagram of each parcel, for general reference, and subject to final survey, is attached hereto as Exhibit C and D.

Therefore, in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

SECTION 1. REAL PROPERTY EXCHANGE.

1.1 Subject to the contingencies set forth in this Agreement, and in accordance with the terms of this Agreement, City will transfer to Theisen the City Exchange Property, together with any easements and appurtenant servient estates, in exchange for the Theisen Exchange Property.

1.2 Subject to the contingencies set forth in this Agreement, and in accordance with the terms of this Agreement, Theisen will transfer the Theisen Exchange Property to City in exchange for the City Exchange Property.

SECTION 2. CONSIDERATION.

2.1 The Purchase Price for the City Exchange Property shall be \$1.00 together with the conveyance by Theisen of the Theisen Exchange Property to City for \$1.00.

2.2 The Purchase Price of the Theisen Exchange Property shall be \$1.00 together with the conveyance of the City Exchange Property to Theisen for \$1.00.

2.3 As further consideration for this Agreement, the Parties agree as follows:

2.3.1 Theisen agrees to allow City to (i) regrade the City Property and the Theisen Property as described in Section 7 herein and (ii) retain the fill from such regrading for its use; and

2.3.2 City agrees that such regrading and removal of fill from such regrading set forth in Section 2.3.1 shall be completed within five (5) years of Closing.

The Parties agree to exchange their respective exchange properties, and the other recitals of consideration stated herein, without further remuneration to the other, and they acknowledge that the consideration for the exchange will be the value of the property received by each Party under this Agreement and the covenants set forth in this Agreement.

SECTION 3. CONTINGENCIES. The Parties respective obligations under this Agreement will be subject to the following contingencies:

3.1. City's Contingencies: City's obligations under this Agreement are expressly contingent on City, in its sole discretion, determining to waive each of the following contingencies. City will have the following time periods from the date of mutual execution of this Agreement to waive and remove its contingencies:

3.1.1. Condition of Title: On mutual acceptance of this Agreement, Theisen will update and provide City with an Abstract of Title in accordance with Section 5. City will have fifteen (15) days after delivery of the Abstract of Title within which to notify Theisen, in writing, of City's disapproval of any exceptions or defects to title shown on the Abstract of Title.

If City disapproves any of the exceptions or defects set forth in the Abstract of Title, Developer will have 30 days from delivery of City's notice to eliminate any disapproved exceptions. Provided, however that all monetary encumbrances and liens, if any, will be deemed automatically disapproved and will be paid by Theisen at Closing; and provided further that, if such exceptions or defects cannot be eliminated within the 30-day period, Theisen may notify City in writing of Theisen's agreement to remove such exceptions or defects, in which case such exceptions or defects will be removed from title prior to Closing.

If disapproved exceptions are not eliminated within the 30-day period, or if Theisen fails to notify City within 30 days of its willingness to remove the exceptions prior to Closing, or if Theisen notifies City in writing that Theisen will not eliminate the same, then this Agreement will terminate, and neither City nor Theisen will have any further rights, duties or obligations under this Agreement, unless within 10 days after the earlier of (1) the expiration of the 30-day period, or (2) the date that Theisen notifies City that Theisen will not eliminate the disapproved exceptions, City waives its prior disapproval and elects to proceed with Closing subject to the disapproved exceptions.

3.1.2. Inspection: City has 30 days from the date of mutual execution of this Agreement within which to fully examine all aspects and conditions of the Theisen Property and to determine that the Theisen Property and the conditions of the Theisen Property are fully acceptable for City's intended use. If City does not notify Theisen of its disapproval of the inspection or environmental assessments within the deadline set forth in this Agreement, this contingency will be deemed waived.

3.1.3. Approval by City Council: This Agreement is subject to the approval of the City of Dubuque City Council prior to Closing.

3.1.4. Waiver of Contingencies: If City notifies Theisen in writing that the contingencies set forth in this Agreement have been waived, or if the contingencies otherwise are satisfied or expire on their own terms, Closing of this transaction will thereafter proceed in accordance with the terms of this Agreement.

3.1.5. The conditions contained in Subsection 3.1 of this Agreement are intended solely for the benefit of City. Except as otherwise expressly provided in this Agreement, if any of the foregoing conditions are not satisfied, City will have the right as its sole election either to waive the condition in question and proceed with the exchange, or to waive the condition in question and proceed with the exchange, or in the alternative to terminate this Agreement by the delivery of timely written notice to Theisen, at which time, except as otherwise provided in this Agreement, neither party to this Agreement will have any further rights, duties or obligations under this Agreement.

3.2. Theisen's Contingencies: Theisen's obligations under this Agreement are expressly contingent on Theisen, in its sole discretion, determining to waive each of the following contingencies. Theisen will have the following time periods from the date of mutual execution of this Agreement to waive and remove its contingencies:

3.2.1. Condition of Title: On mutual acceptance of this Agreement, City will cause Title Company to prepare an updated Abstract of Title in accordance with Section 6. Theisen will have 15 days after delivery of the Abstract of Title within which to notify City, in writing, of Theisen's disapproval of any exceptions shown in the Abstract of Title.

3.2.2. Survey. On mutual acceptance of this Agreement, City shall order a survey to identify the boundaries and legal description of the City Exchange Property and the Theisen Exchange Property pursuant to this Agreement, at its cost and expense, and shall deliver to Theisen for review and approval. Theisen shall have 15 days after delivery of the Survey within which to notify City, in writing, of Theisen's disapproval of any portion or aspect of the Survey, including any exceptions shown thereon.

3.2.3. Objections Procedure. If Theisen disapproves any of the exceptions or defects set forth in Theisen's Abstract of Title, City will have 30 days from delivery of Theisen's notice to eliminate any disapproved exceptions. Provided, however that all monetary encumbrances and liens, if any, will be deemed automatically disapproved and will be paid by City at Closing; and provided, further that, if such exceptions or defects cannot be eliminated within the 30-day period, City may notify Theisen in writing of City's agreement to remove such exceptions or defects, in which case the exceptions or defects will be removed from title prior to Closing.

If disapproved exceptions are not eliminated within the 30-day period, or if City fails to notify Theisen within 30 days of its willingness to remove the exceptions prior to Closing, or if City notifies Theisen in writing that City will not eliminate the same, then this Agreement will terminate, and neither City nor Theisen will have any further rights, duties or obligations under this Agreement, unless within 10 days after the earlier of (1) the expiration of the 30-day period, or (2) the date City notifies Theisen that City will not eliminate the disapproved exceptions, Theisen waives its prior disapproval and elects to proceed with Closing subject to the disapproved exceptions.

3.2.4. Inspection: Theisen has 30 days from the date of the mutual execution of this Agreement within which to fully examine all aspects and conditions of the City Exchange Property and to determine that the City Exchange Property and the conditions thereof are fully acceptable for Theisen's intended use.

3.2.5. Zoning Confirmation: This Agreement is contingent on Theisen's receipt prior to Closing of confirmation from City, on proper application to City and in accordance with City's normal practices and procedures, that (1) zoning laws, ordinances and regulations applicable to City Exchange Property permits the construction, development and use of the City Exchange Property for industrial and general commercial uses on the City Exchange Property; and (2) no extraordinary circumstances exist that would prevent the development of the City Exchange Property for Theisen's intended use and plans. Theisen will diligently pursue the confirmation contemplated in this Agreement, if any, and will provide City with all documentation and information necessary for City to make such a determination.

3.2.6. Waiver of Contingencies: If Theisen notifies City in writing that the contingencies set forth in this Agreement have been waived, or if the contingencies otherwise are satisfied or expire on their own terms, Closing of this transaction will thereafter proceed in accordance with the terms of this Agreement.

3.2.7. The conditions contained in Subsection 3.2 of this Agreement are intended solely for the benefit of Theisen. Except as otherwise expressly provided in this Agreement, if any of the foregoing conditions are not satisfied, Theisen will have the right at its sole election either to waive the condition in question and proceed with the exchange, or in the alternative to terminate this Agreement by delivery of timely written notice to City, at which time, except as otherwise provided in this Agreement, neither party to this Agreement will have any further rights, duties or obligations under this Agreement.

SECTION 4. CLOSING.

4.1 The exchange transaction set forth in this Agreement must be closed as soon as reasonably possible following review and approval of the transaction by the City Council of Dubuque, subject only to the satisfaction of the contingencies set forth in this

Agreement. The Parties will endeavor to close on or before the 30th day of January, 2025, or such other date as the parties shall agree in writing but in no event shall the Closing Date be later than the 28th day of February, 2025 without written consent of City in its sole discretion. The Closing will occur through an escrow closing or at an office of one of the parties, or their legal representatives, as mutually agreed to by the Parties. 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.

4.2. Closing Obligations of City: At Closing, City will deliver the following duly executed and acknowledged documents (where appropriate):

4.2.1. The special warranty deed sufficient to convey fee simple title to City Exchange Property, subject only to the title exceptions approved by Theisen pursuant to this Agreement.

4.2.2. A Closing Statement in form and content reasonably satisfactory to Theisen.

4.3. Closing Obligations of Theisen: At Closing, Theisen will deliver the following duly executed and acknowledged documents (where appropriate):

4.3.1. A warranty deed sufficient to convey fee simple title to the Theisen Exchange Property, subject only to the title exceptions approved by City pursuant to this Agreement.

4.3.2. A Closing Statement in form and content reasonably satisfactory to the City.

4.3.3. Approved Survey of the City Exchange Property and the Theisen Exchange Property to be recorded.

4.4. Possession. City will be entitled to possession of Theisen Exchange Property and Theisen will be entitled to possession of the City Exchange Property on Closing.

SECTION 5. CONVEYANCE OF THE CITY EXCHANGE PROPERTY.

5.1. Real estate taxes. City shall pay prorated real estate taxes for the fiscal year in which the closing takes place to the date of possession and any unpaid real estate taxes payable in prior years. Theisen shall pay all subsequent real estate taxes.

5.2. Special assessments. City shall pay in full at time of closing all special assessments which are a lien on the City Exchange Property as of the date of closing.

5.3. Abstract and title. City, at its expense, shall promptly obtain an abstract of title to the City Property continued through a date within 30 days of the Closing and deliver it to Theisen's attorney for examination. It shall show merchantable title in City in conformity

with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. City shall make every reasonable effort to promptly perfect title. If closing is delayed due to City's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving 10 days written notice to the other party. The abstract shall become the property of Theisen when the conditions of this Agreement have been met. City shall pay the costs of any additional abstracting and title work due to any act or omission of City.

5.4. Environmental matters.

5.4.1. City represents, to the best of its knowledge and belief, that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, underground storage tanks, burial sites, or private wastewater disposal systems. City represents and warrants that the City Exchange Property is not subject to any local, state, or federal judicial or administrative action, investigation or order regarding any environmental matter. City shall provide Theisen with a properly executed Groundwater Hazard Statement, if required by applicable law, showing no wells, solid waste disposal sites, hazardous wastes, underground storage tanks, private burial sites or private wastewater disposal systems on the City Exchange Property which shall be considered a representation and warranty made by City to Theisen.

5.4.2. Within fourteen (14) days after acceptance of this Agreement, City will make available for Theisen's review, at no cost to Theisen all documents in the possession of City, including but not limited to as-built drawings, site plans, maps, historical records showing past use of the City Property and storage of petroleum products or other products, reports, studies, investigations, audits, actions, or tests, relating in any way with the environmental condition of the City Property, to the compliance of the City Property with the federal and state environmental laws or the presence of hazardous substances on, at, or about the City Property, including but not limited to those that were: (a) prepared for City or any related party or affiliate or predecessor in interest; or (b) prepared for other persons or entities, and are in the possession, custody or control of City or any related party or affiliate or predecessor in interest (collectively, the "Environmental Documents"). Theisen shall be entitled to make copies of all such documents, at Theisen's cost. City authorizes Theisen to speak to any person involved in the preparation of the Environmental Documents. At no cost to Theisen, City shall cooperate with Theisen in obtaining reliance agreements, if permitted under the law, for any previous environmental site assessments or other reports.

5.4.4. Following the execution hereof by both parties, Theisen may, at Theisen's expense, but no later than thirty (30) calendar days before closing, obtain an environmental site assessment from a qualified environmental professional regarding the existence or nature of any hazardous materials, substances, conditions, or wastes located on the City Property. If any recognized environmental concerns are identified by the environmental professional,

Theisen's obligations hereunder shall be contingent upon City removing such materials, substances, conditions, wastes, or other concerns identified in the report from the City Property in a matter reasonably satisfactory to Theisen. Following any testing or inspections conducted pursuant to this paragraph, Theisen agrees to restore the premises to its prior condition, ordinary and reasonable wear and tear excepted.

5.4.3. Theisen, its counsel, accountants, agents and other representatives, shall have full and continuing access to the City Property and all parts thereof, upon reasonable notice to City for the purpose of inspecting, surveying, engineering, test boring, performance of environmental tests and such other work as Theisen shall consider appropriate, provided that Theisen shall hold City harmless and fully indemnify City against any damage, claim, liability or cause of action arising from or caused by the actions of Theisen, its agents, or representatives upon the real estate (except for any damage, claim, liability or cause of action arising from conditions existing prior to any such entry upon the real estate), and shall have the further right to make such inquiries of governmental agencies and utility companies, etc. and to make such feasibility studies and analysis as Theisen considers appropriate.

Notwithstanding anything to the contrary herein, until 10 days prior to the Closing Date, Theisen shall have the right to terminate this Agreement if environmental issues exist on the real estate that Theisen determines in its sole discretion do not permit Theisen to use the City Exchange Property for its intended use. Prior to terminating this Agreement pursuant to this section, Theisen shall offer City the opportunity to remediate the City Exchange Property to the satisfaction of Theisen in its sole discretion and at City's sole costs.

5.5. Deed. At the Closing, City shall convey the City Exchange Property to Theisen by Special Warranty Deed free and clear of all liens, restrictions and encumbrances, subject only to exceptions to title approved by Theisen, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions, customary restrictive covenants, and mineral reservations of record, if any, including but not limited to zoning ordinances and agreements entered under them, and easements and restrictions of record or noted in the attached exhibits, which constitutes merchantable title for purposes of this transaction. Any general warranties of title shall extend only to the time of acceptance of this Agreement, with special warranties as to acts of City continuing up to time of delivery of the Deed.

5.6. Costs at Closing. With respect to the City Property, City will pay any and all real estate transfer taxes and any other taxes or costs associated with the transfer of the City Exchange Property, costs associated with the exchange, and the costs of abstracting of the City Exchange Property. Theisen will pay the cost of any other title review or title insurance, including any extended coverage and any endorsement thereto that Theisen may require.

SECTION 6. CONVEYANCE OF THEISEN EXCHANGE PROPERTY.

6.1 Real Estate Taxes. Theisen shall pay prorated real estate taxes for the fiscal year in which the closing takes place to the date of possession and any unpaid real estate taxes payable in prior years. City shall pay all subsequent real estate taxes.

6.2 Special Assessments. Theisen shall pay in full at time of closing all special assessments which are a lien on the Theisen Exchange Property as of the date of closing.

6.3 Abstract and Title. Theisen, at its expense, shall promptly obtain an abstract of title to the Theisen Property continued through a date within 30 days of the Closing and deliver it to City's attorney for examination. It shall show merchantable title in Theisen in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. Theisen shall make every reasonable effort to promptly perfect title. If closing is delayed due to Theisen inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving 10 days written notice to the other party. The abstract shall become the property of City when the conditions of the Agreement have been met. Theisen shall pay the costs of any additional abstracting and title work due to any act or omission of Theisen.

6.4 Environmental Matters.

6.4.1. Theisen represents, to the best of its knowledge and belief, that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, underground storage tanks, burial sites, or private wastewater disposal systems located on the Theisen Property. Theisen represents and warrants that the Theisen Property is not subject to any local, state, or federal judicial or administrative action, investigation or order regarding any environmental matter. Theisen shall provide City with a properly executed Groundwater Hazard Statement, if required by applicable law, showing no wells, solid waste disposal sites, hazardous wastes, underground storage tanks, private burial sites or private wastewater disposal systems on the Theisen Exchange Property which shall be considered a representation and warranty made by Theisen to City.

6.4.2. Within fourteen (14) days after acceptance of this Agreement, Theisen will make available for City's review, at no cost to City all documents in the possession of Theisen which are not publicly available, including but not limited to as-built drawings, site plans, maps, historical records showing past use of the Theisen Property and storage of petroleum products or other products, reports, studies, investigations, audits, actions, or tests, relating in any way with the environmental condition of the Theisen Property, to the compliance of the Theisen Property with the federal and state environmental laws or the presence of hazardous substances on, at, or about the Theisen Property, including but not limited to those that were: (a) prepared for Theisen or any related party or affiliate or predecessor in interest; or (b) prepared for other persons or entities, and are in the possession, custody or control of Theisen or any related party or affiliate or predecessor in interest

(collectively, the "Environmental Documents"). City shall be entitled to make copies of all such documents, at City's cost. Theisen authorizes City to speak to any person involved in the preparation of the Environmental Documents. At no cost to City, Theisen shall cooperate with City in obtaining reliance agreements, if permitted under the law, for any previous environmental site assessments or other reports.

6.4.3. Following the execution hereof by both parties, City may, at City's expense, but no later than thirty (30) calendar days before closing, obtain an environmental site assessment from a qualified environmental professional regarding the existence or nature of any hazardous materials, substances, conditions, or wastes located on the Theisen Exchange Property. If any new recognized environmental concerns not already identified are identified by the environmental professional, City's obligations hereunder shall be contingent upon the Theisen removing such materials, substances, conditions, wastes, or other concerns identified in the report from the Theisen Exchange Property in a matter reasonably satisfactory to City. Following any testing or inspections conducted pursuant to this paragraph, City agrees to restore the premises to its prior condition, ordinary and reasonable wear and tear excepted.

6.4.4. City, its counsel, accountants, agents and other representatives, shall have full and continuing access to the Theisen Property and all parts thereof, upon reasonable notice to Theisen for the purpose of inspecting, surveying, engineering, test boring, performance of environmental tests and such other work as City shall consider appropriate, provided that City shall hold Theisen harmless and fully indemnify Theisen against any damage, claim, liability or cause of action arising from or caused by the actions of City, its agents, or representatives upon the Theisen Property (except for any damage, claim, liability or cause of action arising from conditions existing prior to any such entry upon the Theisen Property), and shall have the further right to make such inquiries of governmental agencies and utility companies, etc. and to make such feasibility studies and analysis as City considers appropriate.

Notwithstanding anything to the contrary herein, until 10 days prior to the closing date, City shall have the right to terminate this Agreement if environmental issues exist on the real estate the City determines in its sole discretion do not permit City to use the Theisen Exchange Property for its intended use. Prior to terminating this Agreement pursuant to this section, City shall offer Theisen the opportunity to remediate the Theisen Exchange Property to the satisfaction of City in its sole discretion and at Theisen's sole costs.

6.5 Deed. At the Closing, Theisen shall convey the Theisen Exchange Property to City by Special Warranty Deed, free and clear of all liens, restrictions and encumbrances, except: zoning ordinances and agreements entered under them, and easements and restrictions of record, which constitutes merchantable title for purposes of this transaction.

6.6 Costs at Closing. With respect to the Theisen Exchange Property, Theisen will pay any and all real estate transfer taxes, and taxes associated with the transfer of the Theisen Exchange Property, costs associated with the exchange, and the cost of abstracting of the Theisen Exchange Property. City will pay the cost of any other title review or title insurance, including any extended coverage and any endorsement thereto that City may require.

SECTION 7. GRADING.

7.1 Description. The City shall grade, as shown in Exhibit B, and be permitted to remove fill from the City Exchange Property and the Theisen Property as provided herein. The grading of each parcel will remove the excess material to an elevation and slope that is a general continuance of the elevation and slope of Lot 1 of 2, Dubuque Industrial Center West 5th Addition. Graded slopes will be provided to tie into the existing grade of the adjacent parcel to the north, along Chavenelle Road to the south, and along the proposed South Heacock Road to the east. The building pad, within the City Exchange Property and the Theisen Property, will be located to provide for the potential future extension of the existing building, to the east, without deviation from the existing building lines. The building pad, within the City Exchange Property and the Theisen Property, will be graded to a finished surface elevation that is FOURTEEN INCHES (14") below the existing building's finished floor elevation. If City conducts the grading of the City Exchange Property and/or the Theisen Property prior to Theisen's request, the site will be seeded in accordance with SUDAS Division 9, Section 9010.2.02-B (Type 2 Seed Mixture).

7.2 Timing. City shall grade City Exchange Property and the Theisen Property as part of a mass grading project for the adjacent Dubuque Industrial Center parcels to the east. City shall perform all such grading activity and removal of fill within five (5) years of the date of Closing ("Re-Grade Period"). If Theisen requires City Exchange Property or the Theisen Property to be graded prior to City's mass grading, but before expiration of the Re-Grade Period, Theisen must provide City with written notice not less than 24 months prior to when the grading of the City Exchange Property and the Theisen Property needs to be completed. Notwithstanding anything to the contrary herein, and subject to the remedies of Theisen under Sections 7.3 and 13, in the event the City fails to complete the grading within the Re-Grade Period, the City's right to grade and remove any fill shall expire and shall automatically become void and of no further effect, without the express written approval of Theisen for an extension thereto.

7.3 Remedy. In recognition of the fact that the re-grading herein is a valuable component of consideration being exchanged herein, in the event of the City's failure or inability to complete the grading as provided in this Section 7 within the Re-Grade Period, Theisen may, but is not required to, perform to completion such work to the standards set forth in this Section 7, and City shall reimburse Theisen for all such costs to complete. This remedy is not exclusive and Theisen may also exercise any remedy under Section 13, including breach of contract damages or specific performance.

7.4 Site Access. Theisen agrees to grant to City, prior to commencement of grading, a temporary easement for full access to City Exchange Property during mass grading operations of the City Exchange Property; provided that such access shall not interfere with Theisen's current business operations on adjoining property.

7.5 Cost. There will be no payment made by City to Theisen, nor Theisen to City, for the grading and removal of excess material from the City Property.

7.6 Survive Closing. The obligations of this Section 7 will survive Closing.

SECTION 8. SECURITY CAMERAS. Theisen shall install security cameras on the exterior of all newly-constructed buildings on the City Exchange Property and register said cameras with the "Secure Dubuque Personal Surveillance System" described at <https://cityofdubuque.org/2980/Secure-Dubuque>; provided that the number, specifications, and registration of such cameras does not exceed the total cost of \$2,000 for initial installation, and no recurring or ongoing costs thereafter.

SECTION 9. ROUNDABOUT. City intends to construct a roundabout as shown in Exhibit A, and shall do so in compliance with all laws and the grading requirements stated herein free of piles, depressions, or refuse, and shall not create or constitute a nuisance or burden of water on any real estate or improvements owned by Theisen or an affiliated entity. City agrees to indemnify, defend, and hold Theisen harmless from and against any and all claims, of any kind or nature, for property damage or personal injury arising out of the construction of the roundabout. For the avoidance of doubt, City shall remain liable to Theisen for any damages to property that may occur as a result of the construction of the roundabout. The obligations of this Section 9 will survive Closing.

SECTION 10. HEACOCK ROAD ACCESS. City agrees to provide Theisen with a curb cut and road and pedestrian access, and if necessary an easement, to and from Theisen Property, including all adjoining real estate to the Theisen Property owned by Theisen or an affiliate or related party to Theisen, directly onto Heacock Road. The obligations of this Section 9 will survive Closing.

SECTION 11. COVENANTS PRIOR TO CLOSING. Risk of loss or damage to the respective properties will rest with each owner until the time of delivery of possession. After the date of this Agreement, but prior to Closing, neither Party will dedicate, gift, transfer, mortgage or convey any interest in its respective Property without written consent from the other Party, which may be withheld for any reason.

SECTION 12. TAX CONSEQUENCES. To the extent that the value of the Theisen Exchange Property is greater than the value of the City Exchange Property, Theisen will have the right, but not the obligation, to claim the difference between the fair market value of the properties as a tax deductible charitable contribution from Theisen. However, City makes no representation as to the tax consequences of the exchange contemplated by this Agreement, including but not limited to any 26 U.S.C.A. § 1031 exchange issues, and Theisen has not relied on the advice of City and/or its officers, agent or consultants with

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respect to any tax issues arising from this transaction. Theisen will obtain independent tax counsel and will be solely responsible for compliance with all applicable tax regulations and requirements. To the extent that the appraised value of the City Exchange Property is ever deemed to be below the appraised value of the Theisen Exchange Property, the Parties agree that this difference does not reflect the existence of the other performance obligations and consideration exchanged herein.

SECTION 13. REMEDIES OF THE PARTIES. In the event either party fails to comply with any of the material terms of this Agreement, then the other party may declare a default, and such party is entitled to utilize any and all remedies or actions at law or in equity available to them, without notice or demand, including specific performance.

SECTION 14. 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.

SECTION 15. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. Neither party may assign this Agreement without the other party's prior written consent, which may be withheld for any reason. This Agreement contains the entire agreement of the parties with respect to the exchange of real property and related performance obligations, and supersedes all prior agreements and understandings, oral or written, between the Parties relating to the subject matter of this Agreement and shall not be amended except by a written instrument duly signed by City and Theisen. If any noneconomic mutual term or provision of this Agreement or the application thereof to any person or circumstances are invalid or unenforceable to any extent, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law. 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. This Agreement will be governed and construed in accordance with the laws of the State of Iowa. Venue for any dispute arising under this Agreement will be Dubuque, Iowa.

SECTION 16. COUNTERPARTS. The Agreement may be executed in any number of counterparts and by different parties to this Agreement, each of which counterpart when so executed, by original, facsimile or electronic (i.e. pdf or using e-signature technology) will have the same force and effect as if that party had signed all other counterparts.

SECTION 17. ADDITIONAL ACTS. Except as otherwise provided in this Agreement, in addition to the acts and deeds recited in this Agreement and contemplated to be performed, executed and/or delivered by any party to this Agreement, the Parties agree

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to perform, execute and/or deliver, or cause to be performed, executed and/or delivered, any and all further acts, deeds and assurances which may reasonably be required to effect the transactions described in this Agreement.

SECTION 18. SURVIVAL. All representations and warranties made in this Agreement are intended to survive Closing and will not be merged in the deed unless otherwise stated in this Agreement. This Agreement will not be canceled at Closing.

SECTION 20. AUTHORIZATION. Each of the individuals executing this Agreement warrants and represents to the others that he, she, or they has or have the full power and authority to enter into this Agreement on behalf of the entity that such party purports to represent.

SECTION 21. CITY APPROVAL. This Agreement is subject to final approval of the City Council of the City of Dubuque, Iowa.

SECTION 22. DEVELOPMENT AGREEMENT AND MEMORANDUM OF DEVELOPMENT AGREEMENT. The parties acknowledge that the City of Dubuque, Iowa and Leo A. Theisen (as Developer), and Theisen Supply, Inc. (as Employer), entered a Development Agreement dated February 20, 2012, and also recorded a Memorandum of Development Agreement dated August 28, 2012, in the Dubuque County Land Records on August 31, 2012, as Instrument No 2012-00015308. The City of Dubuque acknowledges and agrees that the Development Agreement has expired on its own terms as of May 1, 2022, with no further obligations owed on the part of either of Leo A. Theisen, as Developer, or Theisen Supply, Inc., as Employer. City agrees to file an instrument removing the Memorandum of Development Agreement and acknowledging the full discharge of the Development Agreement by the Developer and Employer described therein.

SECTION 23. ACCEPTANCE AND EFFECTIVE DATE. When accepted, this Agreement shall become a binding contract. The Effective Date of this Agreement shall be the date in which both parties have fully signed this Agreement.

CITY OF DUBUQUE, IOWA

THEISEN WAREHOUSE, LLC

Dated: _____

Dated: 10/12/24 _____

By: _____

By: *Chris Theisen*
Chris Theisen (Dec 10, 2024 21:34 CST)

Brad Cavanagh

Chris Theisen
Name: _____

12092024

Mayor

Manager
Its:

12092024

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EXHIBITS

EXHIBIT A ROUNDABOUT
EXHIBIT B FUTURE GRADING
EXHIBIT C CITY EXCHANGE PROPERTY
EXHIBIT D THEISEN EXCHANGE PROPERTY

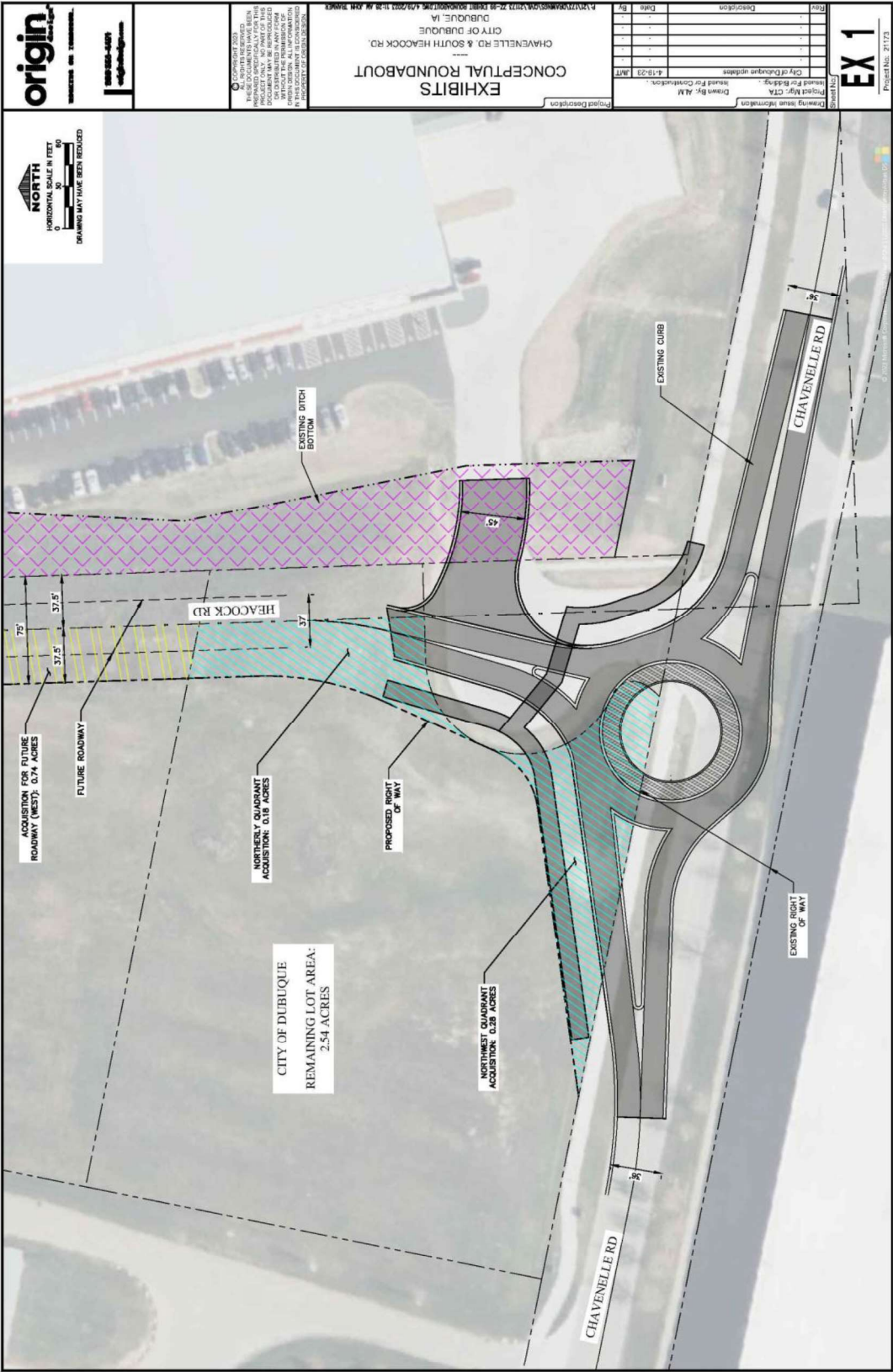
EXHIBIT A
ROUNDAABOUT

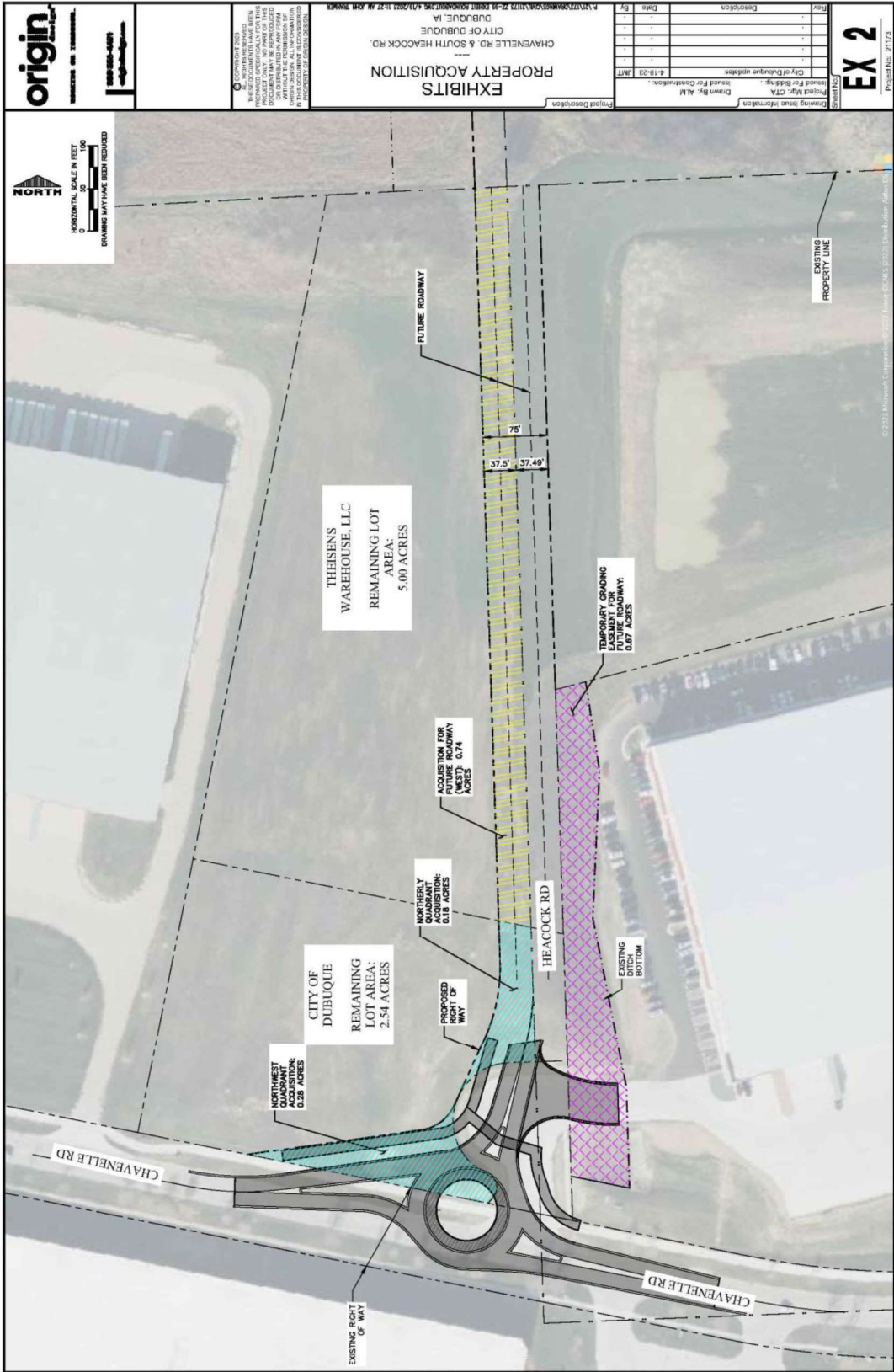
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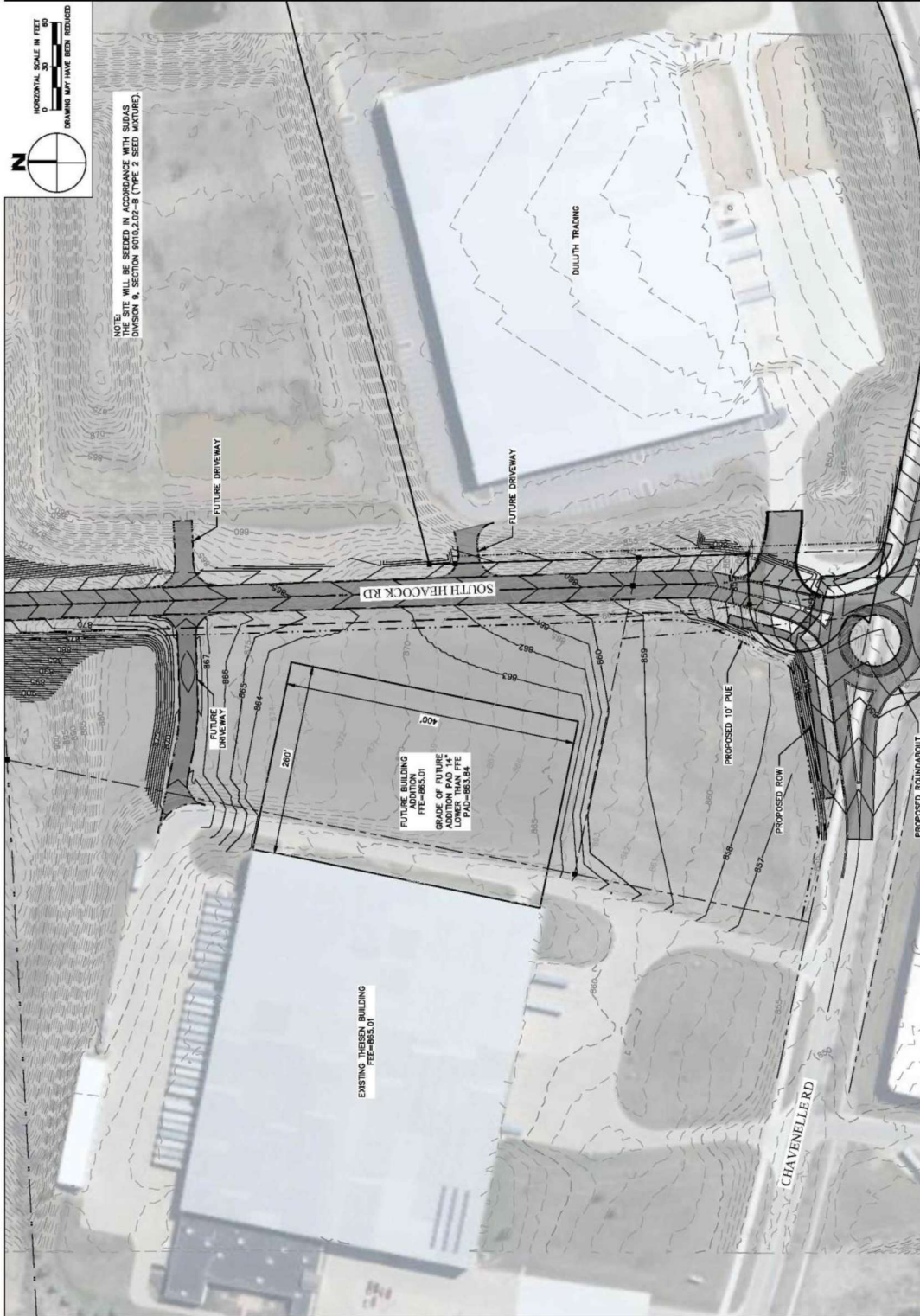
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EXHIBIT B
FUTURE GRADING

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Date	Rev	Description
	1	Project Approved for Construction
	2	Revised for Building
	3	Revised for Building



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EXHIBIT C
CITY EXCHANGE PROPERTY

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EXHIBIT
CITY EXCHANGE PROPERTY



12/28/2023 bal

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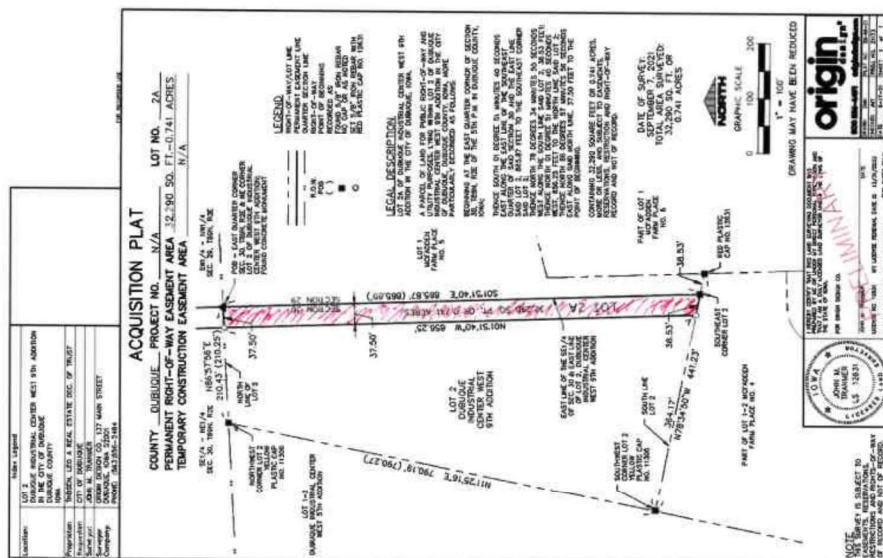
EXHIBIT D
THEISEN EXCHANGE PROPERTY

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Theisens Purchase Agreement_12102024bal - Clean

Final Audit Report

2024-12-11

Created:	2024-12-10
By:	Paul Sigwarth (psigwarth@octhomaslaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7oPKH6SSNx7mTqhbSEvrQErvuTS4eZFy

"Theisens Purchase Agreement_12102024bal - Clean" History

-  Document created by Paul Sigwarth (psigwarth@octhomaslaw.com)
2024-12-10 - 11:05:25 PM GMT
-  Document emailed to Chris Theisen (chris@theisens.com) for signature
2024-12-10 - 11:05:31 PM GMT
-  Email viewed by Chris Theisen (chris@theisens.com)
2024-12-10 - 11:06:10 PM GMT
-  Document e-signed by Chris Theisen (chris@theisens.com)
Signature Date: 2024-12-11 - 3:34:47 AM GMT - Time Source: server
-  Agreement completed.
2024-12-11 - 3:34:47 AM GMT

**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 January, 2025 at 6:30 p.m. in the Historic Federal Building, 350 West 6th Street, second floor, Dubuque, Iowa, at which meeting the City Council proposes to dispose of an interest by sale pursuant to a Purchase Agreement in the following described real property to Theisen's Warehouse, LLC, an Iowa limited liability company with its principal place of business in Dubuque, Iowa, (Developer);

Approximately 2.54 acres at the corner of Chavenelle Road and South Heacock Road
as shown on Exhibit A.

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. 13th 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.

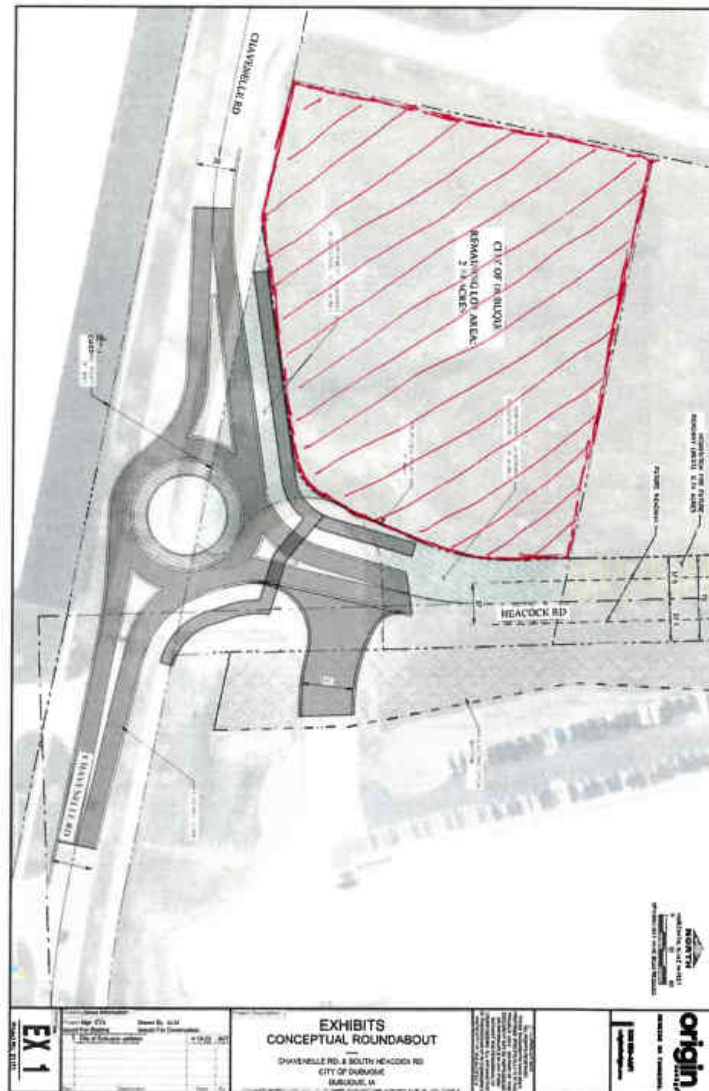
Individuals with limited English proficiency, vision, hearing or speech impairments requiring special assistance should contact the City Clerk's Office at (563) 589-4100, TDD (563) 690-6678, ctyclerk@cityofdubuque.org as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing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

Dated this 16th day of December, 2024.

Adrienne N. Breitsfelder, City Clerk

EXHIBIT A

EXHIBIT CITY EXCHANGE PROPERTY



12282023bal

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

RESOLUTION NO. ____-24

INTENT TO DISPOSE OF AN INTEREST IN CITY OF DUBUQUE REAL ESTATE BY SALE TO THEISEN'S WAREHOUSE, LLC PURSUANT TO A PURCHASE AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE AND THEISEN'S WAREHOUSE, LLC AND FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON THE PURCHASE AGREEMENT AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF

WHEREAS, the City of Dubuque, Iowa (City) is the owner of approximately 2.54 acres at the corner of Chavenelle Road and South Heacock Road as shown on Exhibit A (the Property); and

WHEREAS, City and Theisen's Warehouse, LLC have entered into a Purchase Agreement, subject to the approval of the City Council, pursuant to which City will convey the Property to Theisen's Warehouse, LLC; and

WHEREAS, the City Council has tentatively determined that it would be in the best interests of City to approve the Development Agreement, including the conveyance of the Property to Theisen's Warehouse, LLC; and

WHEREAS, the monetary and non-monetary consideration provided in the Purchase Agreement constitutes "fair value" to the City in exchange for the property as required in Iowa Code Section 403.8(1); and

WHEREAS, before said conveyance 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 of Dubuque intends to dispose of its interest in the foregoing-described Property by Deed to Theisen's Warehouse, LLC pursuant to the proposed Purchase Agreement.

Section 2. The City Clerk is hereby authorized and directed to cause this Resolution and a notice to be published as prescribed by Iowa Code Section 364.7 of a public hearing on the City's intent to dispose of the foregoing-described Property, to be held on the 6th day of January, 2025 at 6:30 p.m. in the form attached hereto.

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.

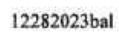
Passed, approved and adopted this 16th day of December, 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

EXHIBIT
CITY EXCHANGE PROPERTY



**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 3.

ITEM TITLE: Proceedings to Set Public Hearing on the Issuance of Not to Exceed \$24,250,000 General Obligation Bonds, Series 2025ABC

SUMMARY: City Manager recommending that a public hearing be set for January 6, 2025, on the proposition of selling not to exceed \$24,250,000 in General Obligation Bonds.
RESOLUTION Setting The Date For Public Hearings On Proposals To Enter Into General Obligation Loan Agreements And To Borrow Money Thereunder

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s), Set Public Hearing for January 6, 2025

ATTACHMENTS:

1. Series 2025 General Obligation Bonds - Set Public Hearing - MVM Memo_2024_12_11
2. Series 2025 General Obligation Bonds - Set Public Hearing - Staff memo_2024_12_11
3. Proceedings

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Proceedings to Set Public Hearing on the Issuance of Not to Exceed
\$24,250,000 General Obligation Bonds, Series 2025ABC

DATE: December 11, 2024

Chief Financial Officer Jennifer Larson recommends that a public hearing be set for January 6, 2025, on the proposition of selling not to exceed \$24,250,000 in General Obligation Bonds. \$23,640,000 of the proceeds are intended for projects in the City budget previously approved by the City Council which include Fire Ambulance Replacements, Fire Cardiac Monitors, Fire Outdoor Warning Signals, Fire Portable Radio Replacements, Fire Wireless Headsets, Fire Boat Replacement, Fire Community AED Implementation, Solid Waste Collection Vehicles, Airport Taxiway Improvements, Fire Station Generators, Fire Station 6 Roof Replacement, Fire Station Tuck Pointing, Fire Administrative Office Update, Fire Bunk Rooms, Fire Mechanical and Electrical Systems, Fire HVAC Replacement, Fire Station Improvements, Fire Training Burn Tower Improvements, Fire Ladder/Pumper Truck Replacements, ABC Supply Building Deconstruction, Ice Arena Dehumidification, Smart Parking System, Parking Ramp Major Maintenance Repairs, Federal Building Renovations, and Iowa Amphitheater on Schmitt Island.

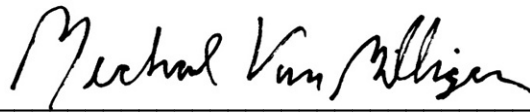
Although the City is selling General Obligation Bonds to support the projects, repayments of the debt will be local option sales tax, Refuse Collection Fund, Dubuque Racing Association, and Greater Downtown TIF.

Additionally, as to the General Corporate Purpose and Urban Renewal portions of the issuance, at any time before the date of the hearing, a petition may be filed with the City Clerk requesting that the issuance of the bonds be submitted to an election. To qualify, a petition must be signed by eligible electors equal to at least ten percent of the number who voted at the last regular municipal election (but not less than ten persons).

If a valid petition is filed, Bond Counsel should be notified as soon as possible since the hearing proceedings will have to be revised to cover the action taken by the Council in either abandoning the proposal to issue the Bonds or directing the County Commissioner to call a special election upon the question of issuing the Bonds.

Section 384.25 of the Code of Iowa, provides that any resident or property owner of the City may appeal the decision to take additional action to issue the Bonds, to the District Court of a county in which any part of the city is located, within 15 days after such additional action is taken, but that the additional action is final and conclusive unless the court finds that the City Council exceeded its authority.

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

A handwritten signature in black ink, reading "Michael Van Milligen". The signature is written in a cursive style with a horizontal line underneath it.

Michael C. Van Milligen

MCVM/jml
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jennifer Larson, Chief Financial Officer
Brian DeMoss, Finance Manager

TO: Michael C. Van Milligen, City Manager

FROM: Jennifer Larson, Chief Financial Officer

SUBJECT: Proceedings to Set Public Hearing on the Issuance of Not to Exceed
\$24,250,000 General Obligation Bonds, Series 2025ABC

DATE: December 11, 2024

INTRODUCTION

The purpose of this memorandum is to recommend the setting of a public hearing on the proposal to issue General Obligation Bonds, the proceeds of which will be used for essential and general corporate purposes of the City for projects in the City budget previously approved by the City Council.

DISCUSSION

Tax Exempt Series 2025A will provide proceeds for the following:

- \$588,810 is intended to provide funds to pay the costs of Fire Ambulance Replacements with repayment from local option sales tax.
- \$590,000 is intended to provide funds to pay for the costs of Fire Cardiac Monitors with repayment from local option sales tax.
- \$52,020 is intended to provide funds to pay the costs related to Fire Outdoor Warning Signals with repayment from local option sales tax.
- \$90,000 is intended to provide funds to pay the costs of Fire Portable Radio Replacements with repayment from local option sales tax.
- \$53,822 is intended to provide funds to pay the costs of Fire Wireless Headsets with repayment from local option sales tax.
- \$340,000 is intended to provide funds to pay the costs of Fire Boat Replacement with repayment from local option sales tax.
- \$33,500 is intended to provide funds to pay the costs of Fire Community AED Implementation with repayment from local option sales tax.
- \$1,021,700 is intended to provide funds to pay the costs of Solid Waste Collection Vehicles with repayment from Refuse Collection Fund.
- \$632,875 is intended to provide funds to pay the costs of Airport Taxiway Improvements with repayment from local option sales tax.
- \$100,000 is intended to provide funds to pay the costs of Fire Station Generators with repayment from local option sales tax.
- \$193,000 is intended to provide funds to pay the costs of Fire Station 6 Roof Replacement with repayment from local option sales tax.

- \$200,000 is intended to provide funds to pay the costs of Fire Station Tuck Pointing with repayment from local option sales tax
- \$300,000 is intended to provide funds to pay the costs of Fire Administrative Office Update with repayment from local option sales tax
- \$625,000 is intended to provide funds to pay the costs of Fire Bunk Rooms with repayment from local option sales tax
- \$54,961 is intended to provide funds to pay the costs of Fire Mechanical and Electrical systems with repayment from local option sales tax
- \$200,000 is intended to provide funds to pay the costs of Fire HVAC Replacement with repayment from local option sales tax
- \$442,645 is intended to provide funds to pay the costs of Fire Station Improvements with repayment from local option sales tax
- \$466,676 is intended to provide funds to pay the costs of Fire Training Burn Tower improvements with repayment from local option sales tax
- \$105,770 is intended to provide funds for bond issuance costs.
- \$185,000 is intended to be a contingency for fluctuations in the bond market for interest rates, bond issuance costs and change in project costs.

Taxable Series 2025B will provide proceeds for the following:

- \$2,090,000 is intended to provide funds to pay the costs of Fire Ladder/Pumper truck replacements with payment from local option sales tax.
- \$457,000 is intended to provide funds to pay the costs of the ABC Supply Building Deconstruction with repayment from Greater Downtown TIF.
- \$1,147,065 is intended to provide funds to pay the costs of Ice Arena Dehumidification with payment from local option sales tax.
- \$3,215,196 is intended to provide funds to pay the costs of Smart Parking System with payment from Greater Downtown TIF.
- \$700,000 is intended to provide funds to pay the costs of Parking Ramp Major Maintenance Repairs with payment from Greater Downtown TIF.
- \$615,000 is intended to provide funds to pay the costs of Federal Building Renovations with payment from Greater Downtown TIF.
- \$135,739 is intended to provide funds for bond issuance costs.
- \$140,000 is intended to be a contingency for fluctuations in the bond market for interest rates, bond issuance costs and change in project costs.

Taxable Series 2025C will provide proceeds for the following:

- \$8,784,961 is intended to provide funds to pay the costs of Iowa Amphitheater on Schmitt Island with payment from Dubuque Racing Association and Greater Downtown TIF.
- \$155,039 is intended to provide funds for bond issuance costs.
- \$310,000 is intended to be a contingency for fluctuations in the bond market for interest rates, bond issuance costs and change in project costs.

Although the City is selling General Obligation Bonds to support the projects, repayment of the debt will be local option sales tax, refuse collection fund, Dubuque Racing Association, and Greater Downtown TIF.

Additionally, as to the General Corporate Purpose and Urban Renewal portions of the issuance, at any time before the date of the hearing, a petition may be filed with the City Clerk requesting that the issuance of the bonds be submitted to an election. To qualify, a petition must be signed by eligible electors equal to at least ten percent of the number who voted at the last regular municipal election (but not less than ten persons).

If a valid petition is filed, Bond Counsel should be notified as soon as possible since the hearing proceedings will have to be revised to cover the action taken by the Council in either abandoning the proposal to issue the Bonds or directing the County Commissioner to call a special election upon the question of issuing the Bonds.

Section 384.25 of the Code of Iowa, provides that any resident or property owner of the City may appeal the decision to take additional action to issue the Bonds, to the District Court of a county in which any part of the city is located, within 15 days after such additional action is taken, but that the additional action is final and conclusive unless the court finds that the City Council exceeded its authority.

RECOMMENDATION

I respectfully recommend the adoption of the enclosed resolutions fixing the date of January 6, 2025, for a public hearing on the proposition of selling not to exceed \$24,250,000 General Obligation Bonds and providing publication of notice.

JML

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager

December 11, 2024

Via Email

Jenny Larson
Chief Financial Officer/City Hall
Dubuque, IA

Re: General Obligation Loan Agreements
Our File No. 430411-New

Dear Jenny:

We have prepared and attach proceedings for the December 16th City Council meeting to enable the City Council to fix January 6th as the date for hearings on the proposals to enter into General Obligation Loan Agreements (the “Loan Agreements”).

The documents attached include the following items:

1. Resolution fixing the date, time and place of the meeting at which time it is proposed to hold hearings and take action to enter into the Loan Agreements. The form of notices of hearing are set out under Sections 2 through 9 of the resolution. Please print extra copies for delivery to the publisher. Please insert the time and place of the hearing in both the resolution and the notices.
2. Attestation Certificate with respect to the validity of the transcript.
3. Organization Certificate.
4. Publication Certificate with respect to publication of the notices, to which must be attached the publisher’s affidavits of publication with the clippings of the notices as published. **Eight separate notices will need to be published in connection with these proceedings.**

The notice of hearing for the Essential Purpose Loan Agreement must be published at least once **not less than four (4) and not more than twenty (20) days before** the January 6th meeting date set for hearing, in a legal newspaper which has a general circulation in the City. The last day for effective publication of this notice is **Thursday, January 2, 2025**.

The notices covering the hearings for the General Purpose Loan Agreements and Urban Renewal Loan Agreements must be published at least **once not less than ten (10) and not more than twenty (20) days before** the January 6th meeting date set for hearings, in a legal newspaper which has a general circulation in the City. The last day for effective publication of the notices is **Friday, December 27, 2024**.

As soon as the notices appear in the newspaper, please have copies emailed to lemke.susan@dorsey.com.

If a petition is filed asking that the question of entering into any of the General Purpose Loan Agreements or the Urban Renewal Loan Agreements be submitted to the registered voters of the City, please contact us immediately. As soon as possible after the City Council meeting, please return one fully executed copy of these proceedings.

If you have any questions, please contact us.

Best regards,

John P. Danos

David. D. Grossklaus

Attachments

cc: Adrienne Breitfelder
Crenna Brumwell
Tionna Pooler
Lori Meeker

MINUTES TO SET DATE FOR
HEARINGS ON ENTERING INTO LOAN
AGREEMENTS

430411-New

Dubuque, Iowa

December 16, 2024

The City Council of the City of Dubuque, Iowa, met on December 16, 2024, at _____
o'clock __.m., at the _____, Dubuque,
Iowa

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

Present: _____

Absent: _____.

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

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

• • • •

At the conclusion of the meeting and upon motion and vote, the City Council adjourned.

Mayor

Attest:

City Clerk

RESOLUTION NO. _____

Resolution setting the date for public hearings on proposals to enter into General Obligation Loan Agreements and to borrow money thereunder

WHEREAS, the City of Dubuque (the “City”), in Dubuque County, State of Iowa, proposes to enter into a loan agreement (the “Essential Purpose Loan Agreement”) pursuant to the provisions of Section 384.24A of the Code of Iowa and to borrow money thereunder in a principal amount not to exceed \$6,190,000 for the purpose of paying the costs, to that extent, of (a) acquiring ambulances, fire protection vehicles, a fire protection boat, EMS equipment and fire safety radios and equipment; (b) acquiring solid waste collection vehicles and equipment; (c) undertaking improvements to the municipal airport; and (d) undertaking demolition/deconstruction of a dangerous and dilapidated property (the “Essential Purpose Projects”), and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Essential Purpose Loan Agreement and to give notice thereof as required by such law; and

WHEREAS, the City also proposes to enter into a loan agreement (the “Exterior and Office Renovations Loan Agreement”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$890,000 for the purpose of paying the costs, to that extent, of (a) acquiring and installing fire station generators; (b) undertaking fire station roof replacement and repairs; (c) undertaking fire station tuck pointing and related exterior repairs; and (d) undertaking fire department administrative office renovations (the “Exterior and Office Renovations Projects”), and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Exterior and Office Renovations Loan Agreement and to give notice thereof as required by such law, including notice of the right to petition for an election on such proposal; and

WHEREAS, the City also proposes to enter into a loan agreement (the “Bunk Room and Systems Improvements Loan Agreement”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$910,000 for the purpose of paying the costs, to that extent, of (a) undertaking fire station bunk room renovations; (b) undertaking fire station mechanical and electrical systems improvements; and (c) undertaking fire station HVAC replacement (the “Bunk Room and Systems Improvements Projects”), and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Bunk Room and Systems Improvements Loan Agreement and to give notice thereof as required by such law, including notice of the right to petition for an election on such proposal; and

WHEREAS, the City also proposes to enter into a loan agreement (the “Fire Station Improvements Loan Agreement,” and together with the Exterior and Office Renovations Loan Agreement and the Bunk Room and Systems Improvements Loan Agreement, the “General Purpose Loan Agreements”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$910,000 for the purpose of paying the costs, to that extent, of (a) undertaking fire station facilities improvements; and (b) undertaking improvements to the fire department burn tower training facility (the “Fire Station Improvements Projects,” and together with the Exterior and Office Renovations Projects and the

Bunk Room and Systems Improvements Projects, the “General Purpose Projects”), and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the General Purpose Fire Station Improvements Loan Agreement and to give notice thereof as required by such law, including notice of the right to petition for an election on such proposal; and

WHEREAS, the City also proposes to enter into a loan agreement (the “Ice Arena Loan Agreement”), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$1,185,000 for the purpose of undertaking the Ice Arena Dehumidification Project, an authorized urban renewal project of the City in the Greater Downtown Urban Renewal Area approved by action of the City Council on December 16, 2024, and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Ice Arena Loan Agreement and to give notice thereof as required by such law, including notice of the right to petition for an election on such proposal;

WHEREAS, the City also proposes to enter into a loan agreement (the “Parking System Loan Agreement”), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$4,045,000 for the purpose of undertaking the Smart Parking System Enhancement Project and the Parking Ramp Major Maintenance Project, authorized urban renewal projects of the City in the Greater Downtown Urban Renewal Area approved by action of the City Council on December 16, 2024 (the “Parking System Projects”), and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Urban Renewal Parking Loan Agreement and to give notice thereof as required by such law, including notice of the right to petition for an election on such proposal;

WHEREAS, the City also proposes to enter into a loan agreement (the “Federal Building Loan Agreement”), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$870,000 for the purpose of undertaking the Federal Building Renovation Project and the Central Avenue Streetscape Improvements Project, authorized urban renewal projects of the City in the Greater Downtown Urban Renewal Area approved by action of the City Council on December 16, 2024, (the “Federal Building Projects”), and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Federal Building Loan Agreement and to give notice thereof as required by such law, including notice of the right to petition for an election on such proposal;

WHEREAS, the City also proposes to enter into a loan agreement (the “Amphitheater Loan Agreement” and together with Ice Arena Loan Agreement, the Parking System Loan Agreement, and the Federal Building Loan Agreement, the “Urban Renewal Loan Agreements”, and such Urban Renewal Loan Agreements, together with the Essential Purpose Loan Agreement and the General Purpose Loan Agreements as the “Loan Agreements”), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$9,250,000 for the purpose of undertaking the Iowa Amphitheater on Schmitt Island Project, an authorized urban renewal project of the City in the Greater Downtown Urban Renewal Area approved by action of the City Council on

December 16, 2024 (referred to together with the Ice Arena Dehumidification Project, the Parking System Projects, and the Federal Building Projects as the “Urban Renewal Projects,” and such Urban Renewal Projects referred to together with the Essential Purpose Projects and the General Purpose Projects as the “Projects”), and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Amphitheater Loan Agreement and to give notice thereof as required by such law, including notice of the right to petition for an election on such proposal;

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

Section 1. The City Council shall meet on January 6, 2025, at the _____, Dubuque, Iowa, at _____ o'clock _____.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Loan Agreements described in the preamble hereof.

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

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$6,190,000

(GENERAL OBLIGATION)

The City Council of the City of Dubuque, Iowa, will meet on January 6, 2025, at the _____, in the City, at _____ o'clock ____m., for the purpose of instituting proceedings and taking action on a proposal to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$6,190,000 for the purpose of paying the costs, to that extent, of (a) acquiring ambulances, fire protection vehicles, a fire protection boat, EMS equipment and fire safety radios and equipment; (b) acquiring solid waste collection vehicles and equipment; (c) undertaking improvements to the municipal airport; and (d) undertaking demolition/deconstruction of a dangerous and dilapidated property.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

It is estimated the annual increase in property taxes on a residential property with an actual valuation of one hundred thousand dollars resulting from the City entering into the Loan Agreement will be \$6.87, however the City Council may determine for any fiscal year while the Loan Agreement is outstanding to budget other available revenues to the payment of some or all of the debt service coming due thereunder.

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

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

Adrienne Breitfelder
City Clerk

Section 3. The City Clerk is hereby directed to give notice of the proposed action on the Exterior and Office Renovations Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once and not less than ten (10) and not more than twenty (20) days before the date selected for the meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$890,000

(GENERAL OBLIGATION)

The City Council of the City of Dubuque, Iowa, will meet on January 6, 2025, at the _____, in the City, at _____ o'clock ____m., for the purpose of instituting proceedings and taking action on a proposal to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$890,000 for the purpose, of paying the costs, to that extent, of (a) acquiring and installing fire station generators; (b) undertaking fire station roof replacement and repairs; (c) undertaking fire station tuck pointing and related exterior repairs; and (d) undertaking fire department administrative office renovations.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

The maximum rate of interest which may be payable under the Loan Agreement is 9% per annum.

It is estimated the annual increase in property taxes on a residential property with an actual valuation of one hundred thousand dollars resulting from the City entering into the Loan Agreement will be \$0.86 however the City Council may determine for any fiscal year while the Loan Agreement is outstanding to budget other available revenues to the payment of some or all of the debt service coming due thereunder.

At any time before the date fixed for taking action to enter into the Loan Agreement, a petition may be filed with the City Clerk of the City asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City, pursuant to the provisions of Section 384.26 of the Code of Iowa. If no such petition is filed, at the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

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

Adrienne Breitfelder
City Clerk

Section 4. The City Clerk is hereby directed to give notice of the proposed action on the Bunk Room and Systems Improvements Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once and not less than ten (10) and not more than twenty (20) days before the date selected for the meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$910,000

(GENERAL OBLIGATION)

The City Council of the City of Dubuque, Iowa, will meet on January 6, 2025, at the _____, in the City, at _____ o'clock ____m., for the purpose of instituting proceedings and taking action on a proposal to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$910,000 for the purpose, of paying the costs, to that extent, of (a) undertaking fire station bunk room renovations; (b) undertaking fire station mechanical and electrical systems improvements; and (c) undertaking fire station HVAC replacement.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

The maximum rate of interest which may be payable under the Loan Agreement is 9% per annum.

It is estimated the annual increase in property taxes on a residential property with an actual valuation of one hundred thousand dollars resulting from the City entering into the Loan Agreement will be \$0.96, however the City Council may determine for any fiscal year while the Loan Agreement is outstanding to budget other available revenues to the payment of some or all of the debt service coming due thereunder.

At any time before the date fixed for taking action to enter into the Loan Agreement, a petition may be filed with the City Clerk of the City asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City, pursuant to the provisions of Section 384.26 of the Code of Iowa. If no such petition is filed, at the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

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

Adrienne Breitfelder
City Clerk

Section 5. The City Clerk is hereby directed to give notice of the proposed action on the Fire Station Improvements Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once and not less than ten (10) and not more than twenty (20) days before the date selected for the meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$910,000

(GENERAL OBLIGATION)

The City Council of the City of Dubuque, Iowa, will meet on January 6, 2025, at the _____, in the City, at _____ o'clock ____m., for the purpose of instituting proceedings and taking action on a proposal to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$910,000 for the purpose, of paying the costs, to that extent, of (a) undertaking fire station facilities improvements; and (b) undertaking improvements to the fire department burn tower training facility.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

The maximum rate of interest which may be payable under the Loan Agreement is 9% per annum.

It is estimated the annual increase in property taxes on a residential property with an actual valuation of one hundred thousand dollars resulting from the City entering into the Loan Agreement will be \$0.99, however the City Council may determine for any fiscal year while the Loan Agreement is outstanding to budget other available revenues to the payment of some or all of the debt service coming due thereunder.

At any time before the date fixed for taking action to enter into the Loan Agreement, a petition may be filed with the City Clerk of the City asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City, pursuant to the provisions of Section 384.26 of the Code of Iowa. If no such petition is filed, at the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

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

Adrienne Breitfelder
City Clerk

Section 6. The City Clerk is hereby directed to give notice of the proposed action on the Ice Arena Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than ten (10) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$1,185,000

(GENERAL OBLIGATION)

The City Council of the City of Dubuque, Iowa, will meet on January 6, 2025, at the _____, in the City, at _____ o'clock _____m., for the purpose of instituting proceedings and taking action on a proposal to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$1,185,000 for the purpose of paying the costs, to that extent, of undertaking the Ice Arena Dehumidification Project, an authorized urban renewal project of the City in the Greater Downtown Urban Renewal Area approved by action of the City Council on December 16, 2024.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A and Section 384.24.3(q) of the Code of Iowa and will constitute a general obligation of the City.

It is estimated the annual increase in property taxes on a residential property with an actual valuation of one hundred thousand dollars resulting from the City entering into the Loan Agreement will be \$1.43, however the City Council may determine for any fiscal year while the Loan Agreement is outstanding to budget other available revenues to the payment of some or all of the debt service coming due thereunder.

At any time before the date fixed for taking action to enter into the Loan Agreement, a petition may be filed with the City Clerk of the City asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City, pursuant to the provisions of Section 384.26 of the Code of Iowa. If no such petition is filed, at the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

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

Adrienne Breittfelder
City Clerk

Section 7. The City Clerk is hereby directed to give notice of the proposed action on the Parking System Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than ten (10) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$4,045,000

(GENERAL OBLIGATION)

The City Council of the City of Dubuque, Iowa, will meet on January 6, 2025, at the _____, in the City, at _____ o'clock _____m., for the purpose of instituting proceedings and taking action on a proposal to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$4,045,000 for the purpose of paying the costs, to that extent, of undertaking the Smart Parking System Enhancement Project and the Parking Ramp Major Maintenance Project, authorized urban renewal projects of the City in the Greater Downtown Urban Renewal Area approved by action of the City Council on December 16, 2024.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A and Section 384.24.3(q) of the Code of Iowa and will constitute a general obligation of the City.

It is estimated the annual increase in property taxes on a residential property with an actual valuation of one hundred thousand dollars resulting from the City entering into the Loan Agreement will be \$4.88, however the City Council may determine for any fiscal year while the Loan Agreement is outstanding to budget other available revenues to the payment of some or all of the debt service coming due thereunder.

At any time before the date fixed for taking action to enter into the Loan Agreement, a petition may be filed with the City Clerk of the City asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City, pursuant to the provisions of Section 384.26 of the Code of Iowa. If no such petition is filed, at the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

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

Adrienne Breitfelder
City Clerk

Section 8. The City Clerk is hereby directed to give notice of the proposed action on the Federal Building Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than ten (10) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$870,000

(GENERAL OBLIGATION)

The City Council of the City of Dubuque, Iowa, will meet on January 6, 2025, at the _____, in the City, at _____ o'clock _____m., for the purpose of instituting proceedings and taking action on a proposal to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$870,000 for the purpose of paying the costs, to that extent, of undertaking the Federal Building Renovation Project and the Central Avenue Streetscape Improvements Project, authorized urban renewal projects of the City in the Greater Downtown Urban Renewal Area approved by action of the City Council on December 16, 2024.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A and Section 384.24.3(q) of the Code of Iowa and will constitute a general obligation of the City.

It is estimated the annual increase in property taxes on a residential property with an actual valuation of one hundred thousand dollars resulting from the City entering into the Loan Agreement will be \$1.01, however the City Council may determine for any fiscal year while the Loan Agreement is outstanding to budget other available revenues to the payment of some or all of the debt service coming due thereunder.

At any time before the date fixed for taking action to enter into the Loan Agreement, a petition may be filed with the City Clerk of the City asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City, pursuant to the provisions of Section 384.26 of the Code of Iowa. If no such petition is filed, at the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

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

Adrienne Breitfelder
City Clerk

Section 9. The City Clerk is hereby directed to give notice of the proposed action on the Amphitheater Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than ten (10) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$9,250,000

(GENERAL OBLIGATION)

The City Council of the City of Dubuque, Iowa, will meet on January 6, 2025, at the _____, in the City, at _____ o'clock _____m., for the purpose of instituting proceedings and taking action on a proposal to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$9,250,000 for the purpose of paying the costs, to that extent, of undertaking the Iowa Amphitheater on Schmitt Island Project, an authorized urban renewal project of the City in the Greater Downtown Urban Renewal Area approved by action of the City Council on December 16, 2024.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A and Section 384.24.3(q) of the Code of Iowa and will constitute a general obligation of the City.

It is estimated the annual increase in property taxes on a residential property with an actual valuation of one hundred thousand dollars resulting from the City entering into the Loan Agreement will be \$12.00, however the City Council may determine for any fiscal year while the Loan Agreement is outstanding to budget other available revenues to the payment of some or all of the debt service coming due thereunder.

At any time before the date fixed for taking action to enter into the Loan Agreement, a petition may be filed with the City Clerk of the City asking that the question of entering into the Loan Agreement be submitted to the registered voters of the City, pursuant to the provisions of Section 384.26 of the Code of Iowa. If no such petition is filed, at the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

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

Adrienne Breitsfelder
City Clerk

Section 10. Pursuant to Section 1.150-2 of the Income Tax Regulations (the “Regulations”) of the Internal Revenue Service, the City declares (a) that it intends to undertake the Projects which are reasonably estimated to cost \$24,250,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the “Bonds”), or (ii) expenditures made no earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Projects have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 11. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 12. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved December 16, 2024.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
DUBUQUE COUNTY
CITY OF DUBUQUE

SS:

I, the undersigned, City Clerk of the City of Dubuque, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for hearings on the City's proposal to take action in connection with certain loan agreements, as referred to therein.

WITNESS MY HAND this _____ day of _____, 2024.

City Clerk

ORGANIZATION CERTIFICATE

STATE OF IOWA
DUBUQUE COUNTY
CITY OF DUBUQUE

SS:

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

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

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

WITNESS MY HAND this ____ day of _____, 2024.

City Clerk

PUBLICATION CERTIFICATE:

(PLEASE NOTE: Do not date and return this certificate until you have received the publisher's affidavits and have verified that the notices were published on the dates indicated in the affidavits but please return all other completed pages to us as soon as they are available.)

STATE OF IOWA
DUBUQUE COUNTY
CITY OF DUBUQUE

SS:

I, the undersigned, City Clerk of the City of Dubuque, do hereby certify that pursuant to the resolution of the City Council fixing a date of meeting at which it is proposed to take action to enter into certain loan agreements, the notices, of which the printed slips attached to the publisher's affidavits hereto attached are true and complete copies, were published on the dates and in the newspaper specified in such affidavits, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 202__.

City Clerk

(Attach here the publisher's original affidavits with clippings of the notices, as published.)

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 4.

ITEM TITLE:	Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin) Initiate Public Bidding Process and Setting Date for a Public Hearing
SUMMARY:	City Manager recommending City Council adopt the attached resolution authorizing the public bidding process through the advertisement for bids; setting a public hearing for January 21, 2025; and preliminarily approving the proposed plans, specifications, form of contract, and construction estimate of \$25,400,000.00 for the Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin) project. RESOLUTION Preliminary Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost; Setting Date Of Public Hearing On Plans, Specifications, Form Of Contract, And Estimated Cost; And Ordering The Advertisement For Bids For The Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin)
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for January 21, 2025

ATTACHMENTS:

1. MVM Memo
2. Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin) - Staff Initiate MEMO
3. Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin) - Council Initiate RESOLUTION
4. Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin) - Notice of Hearing
5. Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin) - Notice to Bidders

TO: The Honorable Mayor and City Council Members

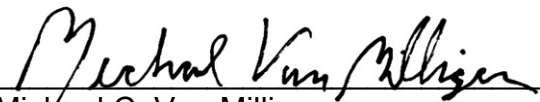
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin)
Initiate Public Bidding Process and Setting Date for a Public Hearing
Project No: 5586500007
EDA No: 05-79-06277
SRF No: GNS 21-02
FEMA No: LPDM-PJ-07-IA-2024-001

DATE: December 12, 2024

City Engineer Gus Psihoyos is recommending City Council adopt the attached resolution authorizing the public bidding process through the advertisement for bids; setting a public hearing for January 21, 2025; and preliminarily approving the proposed plans, specifications, form of contract, and construction estimate of \$25,400,000.00 for the Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin) project.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Jenny Larson, Chief Financial Officer
Arielle Swift, Public Works Director
Deron Muehring, WRRRC Director
Bob Schiesl, Assistant City Engineer
Jim Bousley, Project Manager

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin)
Initiate Public Bidding Process and Setting Date for a Public Hearing
Project No: 5586500007
EDA No: 05-79-06277
SRF No: GNS 21-02
FEMA No: LPDM-PJ-07-IA-2024-001

DATE: December 12, 2024

INTRODUCTION

The purpose of this memorandum is to request authorization to initiate the public bidding process and set a public hearing for Tuesday, January 21, 2025, for the Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin) project.

BACKGROUND

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.

Since 2001, the City has been working to implement the improvements outlined in the Drainage Basin Master Plan. But since 2001 several intense storm events have occurred in the Dubuque metropolitan area. Over a twelve-year period (starting in 1999), there several statistically rare rainstorms: three 100-year storms, two 50-year storms, one 25-year storm, and one 10-year storm. This prompted the City to update/amend the Drainage Basin Master Plan for the Bee Branch Watershed.

In November of 2013, the City Council passed Resolution 335-13 adopting the 2013 Drainage Basin Master Plan Amendment. The amended Drainage Basin Master Plan

outlined several improvements throughout the Bee Branch watershed to mitigate the effects of future flooding and disasters. Collectively, the improvements form the basis of the multi-phase Bee Branch Watershed Flood Mitigation Project outlined below.

Table 1. Twelve phases of the Bee Branch Watershed Flood Mitigation Project

Phase	Description	Status
1	Carter Road Detention Basin	Complete
2	West 32 nd Street Detention Basin	Complete
3	Historic Millwork District	Complete
4	Lower Bee Branch Creek Restoration	Complete
5	Flood Mitigation Gate Replacement	Designed
6	Impervious Surface Reduction (Green Alleys)	1/3 of alleys converted to "Green Alleys"
7	Upper Bee Branch Creek Restoration	Complete
8	22 nd Street Storm Sewer Improvements	Complete to N. Main St.
9	Flood Mitigation Maintenance Facility	Cleanup Initiated
10	North End Storm Sewer Improvements	Funding for design scheduled for FY28
11	Water Plant Flood Protection	Funding for design available in FY25
12	17 th Street Storm Sewer Improvements	Complete to Heeb St.

The multi-phased Bee Branch Watershed Flood Mitigation Project represents a fiscally responsible investment that reflects a holistic approach to mitigate flooding: improving water quality, stimulating investment, and enhancing the quality of life of watershed residents.

On December 4, 2013, the Iowa Flood Mitigation Board voted to approve the City's use of \$98,494,178 for the Bee Branch Watershed Flood Mitigation Project. On February 3, 2014 the City Council adopted Resolution 31-14 authorizing the execution of an agreement with the State of Iowa Flood Mitigation Board and authorizing the City's use of sales tax increment funding for the Bee Branch Watershed Flood Mitigation Project. The state grant funding and the subsequent debt issuances allow much of the protection to be provided as soon as reasonably possible instead delaying the benefits for 20 years or more. With a total estimated cost of \$250 million, the Bee Branch Watershed Flood Mitigation Project will prevent an estimated \$582 million in damages over the 100-year design life of the project. With more than \$163 million in funding assistance, for every dollar invested by Dubuque citizens it will prevent nearly seven dollars in flood damage.

The original scope of Phase V of the Bee Branch Watershed Flood Mitigation Project involved replacing the gate structure associated with the pumping facility on Kerper Boulevard just south of 16th Street that functions as part of the floodwall/levee system. And the FY15 and FY16 CIP budgets identified \$2,100,000 to replace the flood gates. And in December of 2015, the City Council authorized the hiring of IIW, P.C. (now Origin Design) for design and engineering services for the project. But as part of the engineering design process, Origin Design was to identify and investigate possible modifications to the existing 16th infrastructure that would "provide additional means for releasing water from the Bee Branch retention under various circumstances such as when the gates are open, when they are closed, and depending on the river stage."

In April of 2017, Origin Design presented a series of possible enhancements that improved access to the facility; provided an updated and more reliable electrical service; and provided space for the use of additional, temporary pumps to augment the existing, permanent pumps. The estimated cost for the improvements exceeded \$3.3 million, considerably more than the budget. Due to the record rainfalls in 2010 and 2011 that have impacted the Bee Branch Watershed, it was prudent to consider if the modest improvements were sufficient. Moreover, some of the facility elements (i.e., the two 90,000 gallon per minute pumps) pre-date the construction of the floodwall/levee system completed circa 1974. Therefore, staff from the Public Works and Engineering Departments worked with Origin Design to further develop improvements to the facility that would indeed improve drainage when the gates are open and when operating under Mississippi “flood” conditions when the gates are closed.

Of the five alternatives analyzed, the improvements associated with the preferred alternative, now referred to as the Bee Branch Gate & Pump Station (16th St Detention Basin) Project, was selected because it would best handle the severe flooding that between 1999 and 2011. In concert with the Bee Branch Creek Restoration Project (including the Bee Branch Railroad Culverts Project), the preferred option would provide flood protection for the 500-year rainstorm.

The cost to build a new flood pumping station capable of handling flows from the Bee Branch Creek was initially estimated to cost approximately \$10 million. To better afford the project improvements associated with all the phases of the Bee Branch Watershed Flood Mitigation Project, and in particular the increased costs associated with the Bee Branch Gate & Pump Station Project, the City sought additional financial assistance.

In December of 2018, the City Council adopted Resolution 368-18, approving an application for \$4,000,000.00 in U. S. Economic Development Administration (EDA) grant funding for the 16th Street Detention Basin Flood Gates Project, otherwise known as the Bee Branch Gate & Pump Station Project. The City was subsequently awarded \$2,500,000.00 in EDA grant funding for the Branch Flood Mitigation Gate & Pump Station Project.

In May of 2019, the City Council adopted Resolution 152-19, authorizing entering into a Financial Assistance Award Agreement with EDA as necessary for the City's use of \$2,500,000 in EDA grant funding for the Bee Branch Gate & Pump Station Project. The City Council also pledged “the amount of \$6,635,000.00 from state sales tax increment or local stormwater utility proceeds....” Per the Agreement, the project must be complete by April 11, 2024.

Sealed bids for the Bee Branch Stormwater Pumping Station Project (Phase V of the Bee Branch Watershed Flood Mitigation Project) were received on May 19, 2022. There were only two bids. The low bid was \$24,650,000, which was \$8,860,000 (56.1%) over the Engineer's Estimate and the budget for the improvements. As a result, the City Council adopted Resolution 222-22 rejecting the bids for the project.

The City was aware that rejecting the bids would likely preclude the City's ability to fund the project using the \$2.5 million in EDA grant funding. The City did discuss the possibility of EDA providing additional time to complete the project. However, EDA representatives indicated that the April 2024 deadline was a hard deadline and the City was forced to send a letter in June of 2023 to EDA rescinding the \$2.5 million EDA grant for the Bee Branch Stormwater Pumping Station Project.

EDA representatives reiterated their desire to assist the City with the Project and invited the City to reapply for EDA grant funding for the project. As directed by EDA, working with ECIA with support from others such as the Greater Dubuque Development Corporation, a new preliminary application was prepared and submitted by the July 28, 2023 EDA deadline. In August of 2023, the City Council adopted Resolution 260-23 approving the City's application for \$7.7 million in EDA Disaster Relief Opportunity grant funding and pledged providing the required local matching funds in the amount of \$19,012,000.00 from GO Bonds or a State Revolving Fund loan.

On March 23, 2024, H.R. 2882, the "Further Consolidated Appropriations Act, 2024," was signed into law, providing funding for projects and activities of departments and agencies of the Federal Government. This included \$8 million in Federal Emergency Management Agency's Pre-Disaster Mitigation (PDM) grant program funding for the City's Flood Mitigation Gates and Pumps Project (aka Bee Branch Stormwater Pumping Station Project) as requested as Community Project Funding by U.S. Representative Ashley Hinson. On May 22, 2024, the federal Notice of Funds Availability (NOFA) was issued for the Fiscal Year 2024 Pre-Disaster Mitigation Grant Program. And on May 28, 2024, Iowa Homeland Security and Emergency Management (IHSEM), who administers the grant on behalf of FEMA, invited the City to submit an application for the grant funding.

In October of 2024, the City was notified by IHSEM that the City was awarded \$8,690,000 in grant funding for the Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin) project (aka Phase IV of the Bee Branch Watershed Flood Mitigation Project). The legislation establishing the funding allows the state to utilize a portion of the federal allocation for the state to administer the grant on behalf of FEMA. This reduced the federal share to \$ 7,900,000. But as part of the FEMA PDM Grant program, the state also provides funding that is 10% of the federal share bringing the total funding assistance to \$8,690,000.

DISCUSSION

The proposed Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin) (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 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 gallon 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.

PROJECT SCHEDULE

The schedule for the Project is as follows:

Initiate Public Bidding Process	December 16, 2024
Publish Notice to Bidders, Advertise for Bids	December 17, 2024
Publish Public Hearing Notice on Plans & Specs	January 10, 2025
Public Hearing on Plans & Specifications	January 21, 2025
Receipt of Bids (Bid Letting)	January 23, 2025
Award Construction Contract	February 3, 2025
Substantially Completion Date	March 19, 2027
Final Completion	July 2, 2027

RECOMMENDATION

I recommend preliminary approval of the proposed plans, specifications, form of contract, and construction estimate for the Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin) project. I further recommend establishing the date of a public hearing and authorization to advertise for bids for the Project.

BUDGET IMPACT

The estimate of probable costs for the Project is as follows:

Description	Cost Estimate
Construction Contract	\$ 25,400,000
Contingency	508,000
Administration and Construction Engineering	1,360,000
Total Construction Cost Estimate	\$ 28,158,400

The funding plan for the Project includes a combination of local, state, and federal funds as follows:

Project Number	Fund Description	Fund Amount
5586500007	Federal EDA Grant	\$ 7,700,000
	FEMA Grant (Federal)	7,900,000
	FEMA Grant (State)	790,000
	State Sales Tax Increment	8,254,445
	Stormwater User Fees	2,297,607
	DRA Distribution	784,052
	State Revolving Fund (SRF) Loan	820,000
Total Project Funding		\$ 28,546,104

ACTION TO BE TAKEN

I respectfully request adoption of the attached resolution authorizing the public bidding process through the advertisement for bids; setting a public hearing for January 21, 2025; and preliminarily approving the proposed plans, specifications, form of contract, and construction estimate for the Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin) project.

Attach.

Prepared by Deron Muehring

cc: Crenna Brumwell, City Attorney
Jenny Larson, Chief Financial Officer
Arielle Swift, Public Works Director
Bob Schiesl, Assistant City Engineer
Jim Bousley, Project Manager
Deron Muehring, WRRRC Director

RESOLUTION NO. -24

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 THE DUBUQUE GATE & PUMP STATION FLOOD MITIGATION (16TH ST DETENTION BASIN)

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

Section 1. The proposed plans, specifications, form of contract and estimated cost for the Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin) in the estimated amount \$25,400,000.00, are hereby preliminarily approved and ordered filed in the office of the City Clerk for public inspection.

Section 2. A public hearing will be held on the 21st day of January, 2025, at 6:30 p.m. in the Historic Federal Building Council Chambers 350 W. 6th Street, Second Floor, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed plans and specifications, form of contract and estimated cost of said Project, and the City Clerk be and is hereby directed to cause the attached notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than four days nor more than twenty days prior to the date of such hearing. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the Project.

Section 3. The Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin) is hereby ordered to be advertised for bids for construction.

Section 4. The amount of the security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders hereby approved.

Section 5. The City Engineer is hereby directed to advertise for bids for the construction of the improvements herein provided, by publishing the Notice to Bidders in the Telegraph Herald and to be published on the City of Dubuque website and a contractor plan room service with statewide circulation, which notice shall be published not less than thirteen but not more than forty-five days before the date for filing bids before 2:00 p.m. on the 23rd day of January 2025. Bids shall be opened and read by the City Clerk at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 3rd day of February 2025, in the Historic Federal Building Council Chambers (and/or by virtual means) 350 West 6th Street, Dubuque, Iowa.

Passed, approved, and adopted this 16th day of December 2024.

Attest:

Brad M. Cavanagh, Mayor

Adrienne N. Breitfelder, City Clerk

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST FOR THE DUBUQUE GATE & PUMP STATION FLOOD MITIGATION (16TH ST DETENTION BASIN)

PUBLIC NOTICE is hereby given that the City Council of the City of Dubuque, Iowa will conduct a public hearing on the proposed plans, specifications, form of contract and estimated cost for the Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin), in accordance with the provisions of Chapter 26, Code of Iowa, at 6:30 p.m., on the 21st day of January 2025, in the Historic Federal Building Council Chambers, 350 West 6th Street, 2nd floor, Dubuque, Iowa. Said proposed plans, specifications, form of contract and estimated cost are now on file in the office of the City Clerk. At said hearing any interested person may appear and file objections thereto.

The scope of the Project is as follows:

The project includes the construction of a new stormwater pumping station on the protected side of the flood protection levee at the confluence of the Bee Branch Watershed with the Mississippi River. The overall structure will have approximate plan dimensions of 100' x 160'. The structure will be constructed on the west end of the existing twin 12'x12' culverts. The structure is planned to include four 90,000 gpm stormwater pumps, two 12'x14' main gates for gravity flow from the 16th Street Basin (end of Bee Branch watershed), and two 12'x9' emergency gates. Additionally, the contract will include an electrical controls building to control the pump and two standby generators to provide backup power to the proposed stormwater pumps. The project will also include the removal of the existing stormwater pumps and demolition of portions of the existing stormwater pump station. The anticipated excavation limits for the proposed project is anticipated to be approximately 140' x 200'. All excavation will be on the protected side of the levee in the 16th Street basin. There will be no excavation on the river side of the flood protection levee. The excavated area will consist of an area protected during construction by sheeting to allow the excavation and construction of the structure. The proposed bottom of the portion of the structure is planned to be approximately 15 ft. below the flowlines of the existing culverts.

Written comments on the public hearing may be submitted to the City Clerk's Office by email at ctyclerk@cityofdubuque.org or by mail to City Hall, 50 W. 13th St., Dubuque, IA 52001, before the scheduled hearing. The City Council will review all written comments at the time of the hearing.

Documents related to the public hearing 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 requiring special assistance should contact the City Clerk's Office 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 _____ day of _____ 2024.

Adrienne N. Breitfelder, City Clerk

NOTICE TO BIDDERS
SECTION 00120

CITY OF DUBUQUE PUBLIC IMPROVEMENT PROJECT

**DUBUQUE GATE & PUMP STATION FLOOD MITIGATION
(16TH ST DETENTION BASIN)**

120.1 Time and Place for Filing Sealed Proposals

Sealed Bids for the work comprising each improvement as stated below must be filed before 2:00 p.m. on January 23, 2025, in the Office of the City Clerk, City Hall - First Floor, 50 West 13th Street, Dubuque, Iowa.

120.2 Time and Placed Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened and Bids tabulated at 2:00 p.m. on January 23, 2025, at City Hall - Conference Room B, 50 West 13th Street, Dubuque, Iowa, for consideration by the City Council at its meeting at 6:30 p.m. on the 3rd day of February, 2025, in the Historic Federal Building Council Chambers (and/or by virtual means), 350 West 6th Street, Dubuque, Iowa. The City of Dubuque, Iowa, reserves the right to reject any and all Bids.

120.3 Time for Commencement and Completion of Work

Work on the Project must be commenced within ten (10) calendar days after the Notice to Proceed has been issued with a Substantial Completion date for pump station commissioning by March 19, 2027, with Final Completion of project by July 2, 2027.

120.4 Bid Security

Each Bidder must accompany its Bid with a Bid security as security that the successful Bidder will enter into a contract for the work Bid upon and will furnish after the award of contract a corporate surety Bond, acceptable to the governmental entity, for the faithful performance of the contract, in an amount equal to one hundred percent of the amount of the contract. The Bid security must be in the amount of ten percent (10%) of the amount of the contract and must be in the form of a cashier's check or certified check drawn on a state-chartered or federally chartered bank, or a certified share draft drawn on a state-chartered or federally chartered credit union, or the Bidder may provide a Bid Bond with corporate surety satisfactory to the governmental entity. The Bid Bond must contain no conditions except as provided in this section.

120.5 Contract Documents

To obtain copies of the Contract Documents and Plans prepared by Origin Design Co. click on the "Bids" tab on the Origin Design website at <https://origindesign.com/>.

20.6 Preference for Iowa Products and Labor

To the extent allowed by Federal law and regulation, by virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, to the extent lawfully required under Iowa statutes. Due to Federal funding on this Project, no preference will be applied for evaluation of Bids.

120.7 Sales Tax

The Bidder should not include State of Iowa sales tax in its Bid. A sales tax exemption certificate will be available for all material purchased in Iowa for incorporation into the Project.

120.8 Contractor Registration

Contractors must be registered with Sam.gov and will need to provide a unique identifier number on the Bid Form.

120.9 Funding Requirements

This project has been awarded funds from the Iowa State Revolving Fund (SRF) program. Any bidder or equipment supplier whose firm or affiliate is listed on the U.S. General Services Administration Excluded Parties List System website will be prohibited from the bidding process. Anyone submitting a bid who is listed on this website will be determined to be a nonresponsive bidder in accordance with 40 CFR Part 31. Contractors shall fully comply with the requirements, terms and conditions of the Disadvantaged Business Enterprise (DBE) requirements. American Iron and Steel (AIS) provisions apply to this project. Iron and steel products for this project must be produced in the United States in accordance with the H.R. 3547 - Consolidated Appropriations Act 2014. SRF requirements are included in the Special Provisions section of the specifications. **SRF certification forms required to be signed and submitted with the Bid are included in the bid packet.**

This project will be partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration and therefore is subject to the Federal laws and regulations associated with that program. Build America, Buy America (BABA) provisions are applicable under EDA financial assistance programs. EDA BABA requirements are included in the Special Provisions section of the specifications along with required Contract Provisions for Non-Federal Entity Contracts under Federal Awards which are also a part of the Improvement Contract. **EDA certification form required to be submitted with the Bid is included in the bid packet.**

This project will be partially funded with funds from the Iowa Department of Homeland Security and Emergency Management (FEMA) and therefore is subject to the Federal laws and regulations associated with that program. The Build America, Buy America Act (BABA) is applicable under FEMA financial assistance programs. FEMA requirements are included in the Special Provisions section of the specifications. **FEMA BABA certification form required to be submitted with the Bid is included in the bid packet.**

Davis-Bacon prevailing wage rates will apply to this Project and are included in this Project Manual. Updates, as applicable, will be provided by addendum.

120.10 General Nature of Public Improvement Project

Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin)
Project No. 5586500007

The project includes the construction of a new stormwater pumping station on the protected side of the flood protection levee at the confluence of the Bee Branch Watershed with the Mississippi River. The overall structure will have approximate plan dimensions of 100' x 160'. The structure will be constructed on the west end of the existing twin 12'x12' culverts. The structure is planned to include four 90,000 gpm stormwater pumps, two 12'x14' main gates for gravity flow from the 16th Street Basin (end of Bee Branch watershed), and two 12'x9' emergency gates. Additionally, the contract will include an electrical controls building to control the pump and two standby generators to provide backup power to the proposed stormwater pumps. The project will also include the removal of the existing stormwater pumps and demolition of portions of the existing stormwater pump station. The anticipated excavation limits for the proposed project is anticipated to be approximately 140' x 200'. All excavation will be on the protected side of the levee in the 16th Street basin. There will be no excavation on the river side of the flood protection levee. The excavated area will consist of an area protected during construction by sheeting to allow the excavation and construction of the structure. The proposed bottom of the portion of the structure is planned to be approximately 15 ft. below the flowlines of the existing culverts.

Construction Cost Estimate: \$25,400,000

120.11 Pre-Bid Construction Conference

Each prospective bidder is encouraged to attend the Pre-Bid Construction Conference to be held at 2:00 p.m. on January 7, 2025, in the East Conference Room of the Jule Operations & Training Center, 925 Kerper Blvd., Dubuque, Iowa. Attendance by prospective bidders is not mandatory but highly recommended. Interested parties may join via Teams: Meeting ID: 240 152 740 414 Passcode: eNoubP.

120.12 Title VI – Non-Discrimination Clause

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.

120.13 Notice to Bidders Distribution

This Notice to be published in the Telegraph Herald on December 17, 2024.

This Notice to be posted on December 17, 2024, at the following locations:

1. Iowa League of Cities Website
2. Master Builders/Construction Update Network Website
3. City of Dubuque Website

==== END OF SECTION 00120 ====

**City of Dubuque
City Council**

BOARDS/COMMISSIONS # 1.

ITEM TITLE: Boards and Commission Appointments
SUMMARY: Appointments to the following commissions to be made at this meeting.

Arts and Cultural Affairs Advisory Commission

One, 3-Year term through June 30, 2025 (Vacant Business Professional, lives or works inside cultural district term of Robins)

One, 3-Year term through June 30, 2026 (Vacant Public Member 3 term of Riedel)

One, 3-Year term through June 30, 2027 (Vacant Business Professional Term of Neuhaus)

Applicants:

	Business Professional, lives or works inside cultural district 6/30/25 Term	Public Member 3 6/30/26 Term	Business Professional 6/30/27 Term
David Barba, 2400 Central Ave.		X	X
Gail Chavenelle, 1155 Kelly Ln.		X	X

Aaron Hefel, 515 1/2 W. 8th St.	X	X	X
Bree Hernandez, 1298 Locust St.	X	X	X
Jessica Ochoa, 1970 Hale St.		X	X

Equity and Human Rights Commission

One, 3-Year term through January 1, 2027 (Vacant term of Sampson-Brown)

Applicants:

DeLano Cain-Watson, 994 Patricia Ann Dr.

Traci Phillipson, 2120 Rhomberg Ave

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. Overview sheet
2. Arts and Culural Affairs Advisory Commission Applicants
3. Equity and Human Rights Commission Applicants
4. Details and Openings

**APPLICATIONS FOR CITY OF DUBUQUE
BOARDS AND COMMISSIONS
For Council Meeting,
Monday, December 16, 2024
6:30 p.m., Historic Federal Building, 350 W. 6th Street**

**APPOINTMENTS TO THE FOLLOWING COMMISSIONS
TO BE MADE AT THIS MEETING.**

Arts and Cultural Affairs Advisory Commission

One, 3-Year term through June 30, 2025 (Vacant Business Professional, lives or works inside cultural district term of Robins)

One, 3-Year term through June 30, 2026 (Vacant Public Member 3 term of Riedel)

One, 3-Year term through June 30, 2027 (Vacant Business Professional Term of Neuhaus)

Applicants:

	Business Professional, lives or works inside cultural district 6/30/25 Term	Public Member 3 6/30/26 Term	Business Professional 6/30/27 Term
David Barba, 2400 Central Ave.		X	X
Gail Chavenelle, 1155 Kelly Ln.		X	X
Aaron Hefel, 515 1/2 W. 8th St.	X	X	X
Bree Hernandez, 1298 Locust St.	X	X	X
Jessica Ochoa, 1970 Hale St.		X	X

Equity and Human Rights Commission

One, 3-Year term through January 1, 2027 (Vacant term of Sampson-Brown)

Applicants:

- DeLano Cain-Watson, 994 Patricia Ann Dr.
- Traci Phillipson, 2120 Rhomberg Ave

CHAPTER 8

ARTS AND CULTURAL AFFAIRS ADVISORY COMMISSION

SECTION:

2-8-1: Commission Created

2-8-2: Purpose

2-8-3: Internal Organization And Rules

2-8-4: Procedures For Operation

2-8-5: Membership

2-8-6: Oath

2-8-7: Terms

2-8-8: Vacancies

2-8-9: Officers/Organization

2-8-10: Meetings

2-8-11: Compensation

2-8-12: Removal

2-8-13: Powers

2-8-14: Cooperation With Other Agencies

2-8-15: Solicitation And Acceptance Of Donations

2-8-1: COMMISSION CREATED:

There is hereby created the arts and cultural affairs advisory commission. (Ord. 59-14, 10-6-2014)

2-8-2: PURPOSE:

The purpose of the commission is to build the community through arts and cultural programs by developing visibility, funding, audiences, information, and partnerships. The commission plans, promotes, and encourages programs to further public awareness of, accessibility to, participation in, and support for the artistic and cultural development of the city and makes recommendations to the city council regarding the establishment of arts and cultural policies and programs, the expenditure of budgeted funds on arts and cultural activities, and the implementation of programs. (Ord. 59-14, 10-6-2014)

2-8-3: INTERNAL ORGANIZATION AND RULES:

The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code. (Ord. 59-14, 10-6-2014)

2-8-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 59-14, 10-6-2014)

2-8-5: MEMBERSHIP:

- A. The commission comprises seven (7) residents of the city, appointed by the city council.
- B. Special qualifications:
 1. Four (4) members must have significant knowledge and demonstrate interest in one or more areas of the arts including music, dance, literature, visual arts, theater, folk arts, media arts, design, or arts education.
 2. Two (2) members must be from the business and professional community, one of whom lives or works in the cultural and entertainment district.
 3. One member must be at large who lives or works outside the cultural and entertainment district. (Ord. 59-14, 10-6-2014)

2-8-6: OATH:

Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 59-14, 10-6-2014; amd. Ord. 23-24, 6-17-2024)

2-8-7: TERMS:

The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. (Ord. 59-14, 10-6-2014; amd. Ord. 5-23, 2-10-2023; Ord. 23-24, 6-17-2024)

2-8-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 59-14, 10-6-2014)

2-8-9: OFFICERS/ORGANIZATION:

The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. The chairperson must appoint a secretary, who need not be a member of the commission. The commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 59-14, 10-6-2014)

2-8-10: MEETINGS:

- A. Regular Meetings: The commission must meet monthly.
- B. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.
- C. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.
- D. Attendance:
 - 1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.
 - 2. Attendance must be entered upon the minutes of all meetings.
- E. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after approval by the commission, or by the next regularly scheduled city council meeting, whichever is later.
- F. Quorum: Four (4) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 59-14, 10-6-2014; amd. Ord. 55-19, 12-16-2019; Ord. 23-24, 6-17-2024)

2-8-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies and budget. (Ord. 59-14, 10-6-2014)

2-8-12: REMOVAL:

Except as provided in subsection 2-8-10D1 of this chapter, the city council may remove any commissioner for good cause. (Ord. 31-15, 5-18-2015)

2-8-13: POWERS:

The commission has the following powers, duties, and responsibilities:

- A. To promote, educate, and create awareness for arts and cultural activities;
- B. To develop and increase the market for arts and cultural activities;
- C. To facilitate and convene partnerships for arts and cultural activities;
- D. To develop funding options and allocate budgeted funding for arts and cultural activities;
- E. To act in an advisory capacity to the city council in all matters pertaining to the arts and cultural environment;
- F. To make recommendations to the city council on the allocation of budgeted city funding for arts programs and services;
- G. To recommend applications and solicitations for grants, gifts, and donations from individuals, groups, organizations, and agencies, both private and public, for any purpose consistent with the purposes of the commission;
- H. To make recommendations regarding city sponsorship of public programs to further the development of public awareness of and accessibility to arts and culture programs and activities;
- I. To work with area organizations on broad community issues in which a cultural perspective is relevant and desirable; and
- J. To engage in comprehensive planning for the cultural development of the city. (Ord. 59-14, 10-6-2014)

2-8-14: COOPERATION WITH OTHER AGENCIES:

The commission cooperates with other arts and culture groups interested in the promotion and implementation of arts and cultural activities which are in the best interest of the city. (Ord. 59-14, 10-6-2014)

2-8-15: SOLICITATION AND ACCEPTANCE OF DONATIONS:

The commission may solicit and otherwise accept donations and gifts of money, personal and real property, and personal services on behalf of the city. All such donations and gifts received become the property of the city for the general use or support of arts and cultural programs as determined by the city council unless such items have been designated by the donor for specific purposes. (Ord. 59-14, 10-6-2014)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Jill Connors](#); [Bonnie Spurling](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 11/14/2024 11:14:55 AM

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Board/Commission Application Form

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Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Arts and Cultural Affairs Advisory Commission

Please identify which opening on the Arts and Cultural Affairs Commission your qualifications represent : At-Large Living or working in the cultural and entertainment district, Arts Rep

Name: (PLEASE NOTE: Per City Code 1-6A-13(H) City employees are not eligible for appointment to any City committee, board, or commission) David Barba

Please enter the best way to Day-vid Bar-buh

pronounce your
name below:

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

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

Street Address: 2400 Central Avenue Apt 3

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

City Dubuque

State Iowa

Zip Code: 52001

Preferred Phone 6124320477
Number:

Email dbarba@dubuquemainstreet.org
Address(es):

Place of Dubuque Main Street
Employment:

Business Phone 5635884400
Number:

Job Title/ Duties: Development Coordinator: I am responsible for leading the annual investment drive, producing monthly small business events such as the Holidazzle Small Business Saturday Trolley Loop, the State of Main Awards, the Dubuque Farmers' Market, and more! Some of my favorite parts of my job involves public outreach to recruit participants and support for our programming. I do most of the graphic design at the office and assist in managing the social media as well.

Please list your I built my career in Dubuque through my practice as an independent
experience, skills artist. In 2021, I left my studies at the Clarke University Arts
and or education department due to education obstacles caused by COVID 19. In the

that have prepared you for service on this board/commission:

following years after that, I painted 14 murals in a 45 minute radius in Iowa, Illinois and Wisconsin. I have used my mural painting business to get a job at the Riverbluff Collective in East Dubuque. After 2 years of working for that startup I went from cashier to creative director. I started my relationship with them by painting a mural and 2 years later I had designed over 200 SKUs of product packaging with a dozen or so marketing campaigns to go along with it. During my time with Riverbluff I began volunteering for the Dubuque Area Arts Collective. Over 2 years I organized, curated, and promoted 2 dozen gallery installations, designed and printed 10 "zines" and showed the artwork of over 100 local artists. I rebuilt that non profit after COVID and it has maintained that momentum to this day. I have also volunteered to lead youth art workshops at Centrally Rooted where I assisted elementary school age children in their creative and artistic development. I've photographed dozens of live events at Voices Studios, the Smokestack, The Fox Den Motel, and Esther's Lounge. Since leaving my studies at Clarke University, my career has been chalk full of opportunities to use my artistic practices to earn money, build my portfolio, and increase my standing in the Dubuque Community.

What contributions can you make or state reason for applying?

I believe I can bring a unique perspective to conversations about arts and culture and what it looks like for a college art student to find success in Dubuque. As far as I know, I'm one of few people in our community that has managed to use their art to create a meaningful career for themselves. My reason for applying for this commission is that I don't think I'm some kind of unicorn in the arts world. This is a path that many more young artists can take for themselves. If Dubuque wants to continue to establish itself as a beacon for the arts, then we need to develop young artists and prove that they can build careers in the arts in Dubuque. I'd like the opportunity to advocate for the City to assist emerging artists in finding the opportunities that I was able to find for myself. That's the only way that I see Dubuque finding continued success in the arts. We need more artists and we need more work for more artists.

Describe your experience working in diverse environments:

While my background in life has been in heavily white environments, I have always been an advocate for the importance of diversity in a team. Especially in the art world. I feel I've been successful in creating healthy environments with diverse communities by simply treating them as I would anyone else; with kindness. If there's anything I've learned through working in diverse environments, it's that there is a fine line between respecting someone of a different cultural background, and overcompensating to the point of making that person uncomfortable. As a photographer, I often hear from some of my POC friends in Dubuque about how uncomfortable it is that so many event photographers seem to flock around people of color in order to emphasize a certain organizations' proclivity for diverse groups. It's tricky because while I do acknowledge that as important in our society, I would never want to make another person

feel as if they're some kind of spectacle just because of their ethnic background. It's a delicate balance. I believe in starting relationships by just being kind to people of color and welcoming their voice as just as equal as anyone else while allowing them to be themselves. Embrace who they are and where they come from. People will do their best if they feel their team is a safe place for them to be themselves. I've always been a championing of being yourself, no matter if that goes against cultural norms of the majority ethnic population or not.

Describe your experience engaging other community members to gather their input and opinions:	Throughout 2024, I have led an effort by my small business "Gourd Store Studios" also known as "The Gourd Store" in establishing a district identity for the Central Curve neighborhood from 14th St. to 20th St. This has been a fascinating project exploring the relationship between community organizing and public art. While my company was hired to simply create a district identity and brand, we noticed a real gap in any sort of existing community organizing along Central. We had to ask ourselves, if we create a brand, but there is no unified organizing effort along Central, then who will become the champions of the brand? Who would even use it or care about it? So we opted to use this opportunity to start organizing ourselves on Central. After all, that's the neighborhood I now call home. This effort has included an ongoing campaign in engaging and including small business owners that often don't participating in this sort of neighborhood organizing. This also included door to door canvassing with residents to get their opinions on the matter. I have grown to love this kind of work. What I've learned is that many of these people I've encountered have big obstacles in their lives that a district identity wouldn't solve. But I don't see many other governments, political parties, non profits, or consultants that seem to care enough to hear these people out and become an amplifying tool for their voices. I care enough to do this. In fact, it's been a source of motivation in my personal life to continue to become the best version of myself I can be so I can have the chance to make more and more of a difference in the lives of people who have been less fortunate than myself.
List two references: (Include their name and phone number)	Danielle Jacobs: 563-451-2695 Kyle FitzGerald: 563-542-6867 Ivonne Simmonds: 563-580-9888
Are you currently serving on other Boards, Commissions, or Committees?	Yes
If yes, which?	Dubuque Main Street Promotions Committee
Have you served	No

on a Board,
Commission, or
Committee
before?

If yes, which? *Field not completed.*

Have you No
participated in the
City Life
program?

If so, when? *Field not completed.*

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Signature (type David Lee Barba
your name here
as electronic
verification):

Date: 11/14/2024

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

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Jill Connors](#); [Bonnie Spurling](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 11/6/2024 11:07:30 AM

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Board/Commission Application Form

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Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Arts and Cultural Affairs Advisory Commission

Please identify which opening on the Arts and Cultural Affairs Commission your qualifications represent : At-Large Living or working in the cultural and entertainment district

Name: (PLEASE NOTE: Per City Code 1-6A-13(H) City employees are not eligible for appointment to any City committee, board, or commission) Gail Chavenelle

Please enter the best way to Gay L. Shav in el

pronounce your
name below:

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

If other, please Email notification of opening
specify:

Gender (choose Woman
all that apply)

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

If another identity *Field not completed.*
please specify:

Street Address: 1155 Kelly Lane
PLEASE NOTE:
you must live
within the
Dubuque city
limits to
apply/serve on a
City of Dubuque
board or
commission.

City Dubuque

State IA

Zip Code: 52003

Preferred Phone 5635996372
Number:

Email gail@chavenellestudio.com
Address(es):

Place of Owner/sculptor Chavenelle Studio Metalworks
Employment:

Business Phone 5635996372
Number:

Job Title/ Duties: Owner/ metal sculptor

Please list your I have served on community and Art organizations boards. I am an

experience, skills and or education that have prepared you for service on this board/commission:	active sheet metal sculptor having received city and IAC grants. My sculpture has been part of Art on the River and is part of public collections throughout Iowa. (complete resume upon request)
What contributions can you make or state reason for applying?	I am an advocate for the arts and the Dubuque community. With four generations of my family living in Dubuque, I care passionately about our areas. I also believe that arts are an important in the economic development of our city. I am known in the community and look forward to bring arts groups together and link with the Chamber and development/marketing organizations.
Describe your experience working in diverse environments:	Diverse experience: I have been a high school teacher Developed computer literacy Houston, TX Worked for Cycare- a healthcare computer processing company in curriculum development and sales support Artist/ owner of Chavenelle Studio Metalworks- successfully marketed internationally online and developed public sculpture
Describe your experience engaging other community members to gather their input and opinions:	I think perhaps the best way I can share my experience engaging others is in the recent creation of CITIZENS-a public sculpture installed in 2024 at the Carnegie Stout Library. Working with members of the black community we discussed what would express and celebrate Black history is America history. With their input, and the inspiration in the online “finding Dubuque Atlas “by Christine Happ Olson, I created more than 25 metal sketches, which were displayed during Black History Month 2024 at the Carnegie Stout Public library. Using both online and digital voting methods , patrons and visitors voted for their favorite. This project was supported by Dubuque’s creative empowerment sub grant program. The favorite, with the help of the Iowa Arts Council creative catalyst project grant, allowed me to create a 7 foot Public sculpture of the favorite – which is now installed. This project allowed diverse input and citizens choosing a public sculpture design which represents them.
List two references: (Include their name and phone number)	Public Art Commission – Ames Annual Outdoor Sculpture Exhibit (AAOSE) City of Ames, Managers Office Phone -515 239 5101 Contact: Carly Watson Jennie Petersen-Brant Director of Communications Greater Dubuque Development Corporation 900 Jackson St. Unit 109

Dubuque, IA 52001
Phone 563 599 9049

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

Yes

If yes, which?

Art subcommittee at Carnegie Stout Public Library

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

Yes

If yes, which?

Long Range Planning Commission

Have you
participated in the
City Life
program?

No

If so, when?

Field not completed.

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

No

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

Field not completed.

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Signature (type
your name here
as electronic
verification):

Gail Chavenelle

Date: 11/6/24

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From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Jill Connors](#); [Bonnie Spurling](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 10/31/2024 1:24:18 PM

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Board/Commission Application Form

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Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Arts and Cultural Affairs Advisory Commission

Please identify which opening on the Arts and Cultural Affairs Commission your qualifications represent : At-Large Living or working in the cultural and entertainment district, Arts Rep, Business Professional, Business Professional living or working outside of the Business District

Name: (PLEASE NOTE: Per City Code 1-6A-13(H) City employees are not eligible for appointment to any City committee, board, or commission) Aaron hefel

Please enter the best way to Aaron hefel

pronounce your
name below:

How did you hear Through a Friend
about City of
Dubuque Boards
and
Commission?

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

Gender (choose Man
all that apply)

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

If another identity *Field not completed.*
please specify:

Street Address: 515 1/2 West 8th Street
PLEASE NOTE:
you must live
within the
Dubuque city
limits to
apply/serve on a
City of Dubuque
board or
commission.

City Dubuque

State IA

Zip Code: 52001

Preferred Phone 5634517985
Number:

Email dasbelt@gmail.com
Address(es):

Place of The Lift
Employment:

Business Phone *Field not completed.*
Number:

Job Title/ Duties: Owner, manager, talent buyer

Please list your I have worked within the Dubuque Arts community either solo or in a

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

What contributions can you make or state reason for applying?	My perspective as a life long Dubuque and arts advocate would be beneficial to the board.
---	---

Describe your experience working in diverse environments:	I've been director of DubuqueFest, working with artists, musicians, administration of varied backgrounds. I also own and run The Lift, which I think could be described as one of the more arts multi cultural friendly bars in Dubuque.
---	--

Describe your experience engaging other community members to gather their input and opinions:	I ask people all the time what kind of art, music, or events would you like to see happening.
---	---

List two references: (Include their name and phone number)	Paula Neuhaus - 5635645290 Matt Gregory - 5635647508
---	---

Are you currently serving on other Boards, Commissions, or Committees?	No
--	----

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

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

If yes, which?	Dubuque County Fine Arts Society
----------------	----------------------------------

Have you participated in the	No
------------------------------	----

City Life
program?

If so, when? *Field not completed.*

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

Field not completed.

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

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Signature (type
your name here
as electronic
verification):

Aaron hefel

Date: 10-31-2024

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From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Jill Connors](#); [Bonnie Spurling](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 11/5/2024 6:15:42 PM

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Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Arts and Cultural Affairs Advisory Commission

Please identify which opening on the Arts and Cultural Affairs Commission your qualifications represent : Arts Rep

Name: (PLEASE NOTE: Per City Code 1-6A-13(H) City employees are not eligible for appointment to any City committee, board, or commission) Bree Naylea Hernandez

Please enter the best way to Brr eee

pronounce your
name below:

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

If other, please Email Newsletter
specify:

Gender (choose Woman
all that apply)

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

If another identity *Field not completed.*
please specify:

Street Address: 1298 Locust St Unit 6
PLEASE NOTE:
you must live
within the
Dubuque city
limits to
apply/serve on a
City of Dubuque
board or
commission.

City Dubuque

State IA

Zip Code: 52001

Preferred Phone 5636635446
Number:

Email bree.naylea@gmail.com
Address(es):

Place of Sunnycrest Manor
Employment:

Business Phone (563) 583-1781
Number:

Job Title/ Duties: Program Instructor/ I aid individuals with special needs with their
daily activities.

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

I am writing to express my keen interest in serving on the [Board/Commission Name]. As a Latina with a deep-rooted passion for the arts and a strong commitment to community engagement, I believe I can contribute meaningfully to your organization's mission.

My journey in the arts began at Clarke University, where I earned a Bachelor of Arts degree in 2024. Prior to that, I completed an Associate of Arts degree in Liberal Arts from NICC in 2020. Throughout my academic career, I have actively engaged in various artistic endeavors, from painting and drawing to performance and event planning.

My practical experience in the arts is extensive. As a volunteer at the Dubuque Area Arts Collective since 2020, I have assisted curators in shaping exhibitions and fostering a vibrant artistic community. I initiated the Morbid Muse Gala, a unique event that invites community members to share their emotionally charged artwork, demonstrating my ability to conceptualize and execute innovative projects.

My passion for sharing art with others led me to lead art lessons at the Greater Dubuque Boys & Girls Club for over a year. Additionally, I have gained valuable experience in the business side of the arts, having started my own caricature business in 2022 and assisting with several mural projects.

My involvement in local film and theater has further enriched my understanding of the arts industry. I have acted in a short film screened at the Julien Dubuque International Film Festival and worked as a production assistant on a Subway commercial. My volunteer work at the Dubuque Museum of Arts Gala has provided me with firsthand experience in event planning, guest relations, and financial management.

As a fluent Spanish speaker, I am uniquely positioned to bridge cultural divides and foster inclusivity within the arts community. I am eager to bring my diverse skill set, cultural perspective, and enthusiasm to the [Board/Commission Name]. I believe my ability to connect with people from various backgrounds, my understanding of the challenges and opportunities facing artists, and my commitment to fostering a thriving arts community make me a strong candidate for this position.

What contributions can you make or state reason for applying?

Diverse Cultural Perspective: As a Latina with fluency in Spanish, I can bring a unique cultural perspective to the board's decision-making process. I can help ensure that the board's programs and initiatives are inclusive and accessible to diverse communities.

Community Engagement: My experience with the Dubuque Area Arts

Collective and the Morbid Muse Gala has equipped me with the skills to engage with the community and foster a sense of belonging. I can help develop programs and initiatives that connect artists and audiences, promoting cultural exchange.

Artistic Expertise: My background in various artistic disciplines, including painting, drawing, performance, and event planning, provides me with a well-rounded understanding of the arts. I can offer valuable insights into the needs of artists and arts organizations in the community.

Business Acumen: My experience with my own caricature business and my work on mural projects demonstrates my business acumen. I can help the board make sound financial decisions and develop sustainable strategies for the arts.

Volunteerism and Community Service: My volunteer work at the Dubuque Museum of Arts Gala and the Greater Dubuque Boys & Girls Club highlights my commitment to community service. I can inspire others to volunteer their time and talents to support the arts.

By combining my passion for the arts, my cultural perspective, and my practical experience, I believe I can make a significant contribution to the Arts & Culture Board.

Describe your experience working in diverse environments:

Throughout my experiences, I've had the opportunity to work in diverse environments, interacting with people from various backgrounds, cultures, and perspectives. This has allowed me to develop strong interpersonal skills and a deep appreciation for different viewpoints.

For example, my current role in the medical field involves assisting individuals with special needs. This experience has been incredibly rewarding, as it allows me to make a tangible difference in people's lives. It has also taught me the importance of patience, empathy, and effective communication. By working closely with individuals with diverse needs, I have learned to adapt to different situations and to find creative solutions to challenges.

Additionally, my volunteer work at the Dubuque Museum of Arts Gala and the Greater Dubuque Boys & Girls Club exposed me to people from all walks of life, including artists, donors, and community members. I had the opportunity to interact with individuals from different age groups, cultural backgrounds, and socioeconomic statuses. These experiences have helped me to develop strong interpersonal skills and the ability to build rapport with people from diverse backgrounds.

I also learned to adapt my teaching style to accommodate different learning styles and cultural sensitivities. These experiences taught

me the importance of effective communication, empathy, and respect for individual differences.

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

I have a strong track record of engaging with community members and gathering their input. For example, when organizing the Morbid Muse Gala, I actively sought out artists to share their personal and often painful artistic expressions. This required sensitivity, empathy, and effective communication.

During my time at the Greater Dubuque Boys & Girls Club, I led art lessons for children from diverse backgrounds. I adapted my teaching style to accommodate different learning styles and cultural sensitivities, fostering a sense of inclusion and encouraging open expression.

Additionally, my volunteer work at the Dubuque Museum of Arts Gala involved interacting with guests from various backgrounds. I actively listened to their feedback and suggestions, which helped to see where I can step in to help.

These experiences have equipped me with the skills to create inclusive spaces, actively listen to others, and value diverse perspectives. I have a knack for building rapport and fostering open communication, which are essential for engaging with community members.

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

Molly Casey 563-590-7720, my boss at the Boys & Girls Club
Callie Clark 608-732-5988, Clarke Activities Director

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

No

If yes, which?

Field not completed.

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

No

If yes, which?

Field not completed.

Have you participated in the City Life program?

No

If so, when? *Field not completed.*

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

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

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Signature (type your name here as electronic verification): Bree Naylea Hernandez

Date: 11/05/2024

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From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Jill Connors](#); [Bonnie Spurling](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 11/13/2024 6:21:16 PM

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Board/Commission Application Form

Individuals serving on Boards and Commissions play an important role in advising the City Council on matters of interest to our community and its future. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA, accepts applications for any Board and/or Commission at any time. Applications stay active for one year from the date of receipt in the Clerk's Office. Applications to multiple vacancies and/or reappointment requests requires separate applications.

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Arts and Cultural Affairs Advisory Commission

Please identify which opening on the Arts and Cultural Affairs Commission your qualifications represent : At-Large Living or working in the cultural and entertainment district

Name: (PLEASE NOTE: Per City Code 1-6A-13(H) City employees are not eligible for appointment to any City committee, board, or commission) Jessica Ochoa

Please enter the best way to Jess O-cho-a

pronounce your
name below:

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

If other, please Dubuque Museum of Art Facebook page
specify:

Street Address: 1970 Hale street

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

City Dubuque

State IA

Zip Code: 52001

Preferred Phone 5635807764
Number:

Email jessness.ochoa@gmail.com
Address(es):

Place of Holy Family Catholic Schools/Independent Artist
Employment:

Business Phone *Field not completed.*
Number:

Job Title/ Duties: Substitute teacher

Please list your I have a degree in Art from the University of Iowa. I have been an
experience, skills educator for the past 20 years, always using Art as a tool to help
and or education people in many different circumstances. I have designed and
that have implemented numerous Arts programs for children and adults
prepared you for throughout the States and abroad.
service on this
board/commissio
n:

What I bring a wealth of experiences with me. I bring the perspective of
contributions can being in the education field and the non-profit world. I see and

you make or state reason for applying?	experience on a day to day basis how important it is to bring more Arts and Culture to our city to influence our children. Art opens doors and brings much needed skills to all people, young and old.
Describe your experience working in diverse environments:	I have a lot of experience working in diverse environments. I spent a year living in Montana, traveling from Native American Reservations helping the communities start up their own non-profits. I taught leadership skills also while working with the people of the Reservations, using Art as my tool to do this. I spent two years living in Taiwan as an English teacher. During this time, I was also able to travel to numerous countries throughout Asia and volunteer teaching English. I currently work at Our Lady of Guadalupe, which Dubuque is lucky to have because it is its own little bit of culture in our city.
Describe your experience engaging other community members to gather their input and opinions:	I spent three years serving as an Americorps member in various locations. Through these three years I learned how to create focus groups and implement those in communities. Through my work on the Reservations, we did a lot of focus groups and gathering of various peoples to discuss, explore and weigh the many options they were facing. As a member of the Parks and Recreation Commission, I have learned how to listen to what the public has to say, gather the facts and then make the best decision possible as a group.
List two references: (Include their name and phone number)	Jill Connors 563-580-1784 Kathleen Konrardy 563-581-2603
Are you currently serving on other Boards, Commissions, or Committees?	Yes
If yes, which?	Parks and Recreation Commission
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which?	Parks and Recreation Commission
Have you participated in the City Life program?	No
If so, when?	<i>Field not completed.</i>

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distributed for the public. Each application for reappointment to a City Board or Commission will be considered without regard to incumbency. Misrepresentations on this application will constitute just cause for removal of an appointee. Specific attention should be directed to possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office.

Signature (type your name here as electronic verification): Jessica Ochoa

Date: November 13, 2024

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CHAPTER 2

EQUITY AND HUMAN RIGHTS COMMISSION

SECTION:

8-2-1: Commission Created

8-2-2: Purpose

8-2-3: Internal Organization And Rules

8-2-4: Procedures For Operation

8-2-5: Membership

8-2-6: Oath

8-2-7: Terms

8-2-8: Vacancies

8-2-9: Officers; Organization

8-2-10: Meetings

8-2-11: Compensation

8-2-12: Removal

8-2-13: Powers

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

8-2-15: Confidentiality Of Complaints

8-2-16: Subpoenas

8-2-1: COMMISSION CREATED:

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

8-2-2: PURPOSE:

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

8-2-3: INTERNAL ORGANIZATION AND RULES:

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

8-2-4: PROCEDURES FOR OPERATION:

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

8-2-5: MEMBERSHIP:

The commission comprises nine (9) residents of the city, appointed by the city council from various racial, religious, cultural, and social groups within the city. (Ord. 45-15, 7-20-2015; amd. Ord. 30-24, 6-17-2024)

8-2-6: OATH:

Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 45-15, 7-20-2015; amd. Ord. 30-24, 6-17-2024)

8-2-7: TERMS:

The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. (Ord. 45-15, 7-20-2015)

8-2-8: VACANCIES:

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

8-2-9: OFFICERS; ORGANIZATION:

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

8-2-10: MEETINGS:

- A. Regular Meetings: The commission must meet monthly.
- B. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.
- C. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.
- D. Attendance:
 - 1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.
 - 2. Attendance must be entered upon the minutes of all meetings.
- E. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after approval by the commission, or by the next regularly scheduled city council meeting, whichever is later.
- F. Quorum: Five (5) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 45-15, 7-20-2015; amd. Ord. 30-24, 6-17-2024)

8-2-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies and budget. (Ord. 45-15, 7-20-2015; amd. Ord. 30-24, 6-17-2024)

8-2-12: REMOVAL:

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

8-2-13: POWERS:

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

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

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

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

8-2-15: CONFIDENTIALITY OF COMPLAINTS:

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

charge or complaint or the matter therein complained of. (Ord. 45-15, 7-20-2015)

8-2-16: SUBPOENAS:

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

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Gisella Aitken](#); [Ann Marie Jannette](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 11/15/2024 10:12:48 AM

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Board/Commission Application Form

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Please complete the online application and separate optional demographic information below

Personal Information

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

Name: (PLEASE DeLano Cain-Watson
NOTE: Per City
Code 1-6A-13(H)
City employees
are not eligible
for appointment
to any City
committee,
board, or
commission)

Please enter the Duh-lay-noh
best way to
pronounce your
name below:

How did you hear Through a Friend
about City of
Dubuque Boards
and
Commission?

If other, please specify:	Nikkole Nutter
Street Address:	994 Patricia Ann Drive
PLEASE NOTE: you must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	
City	Dubuque
State	Iowa
Zip Code:	52003
Preferred Phone Number:	5636631962
Email Address(es):	delano.cainwatson@siu.edu
Place of Employment:	UnityPoint Health - VNA
Business Phone Number:	<i>Field not completed.</i>
Job Title/ Duties:	Case Manager
Please list your experience, skills and or education that have prepared you for service on this board/commission:	This past spring, I proudly graduated from the University of Dubuque, where I was deeply involved both on campus and in the broader Dubuque community. During my time at UD, I served as Vice President of the Student Government Association, Founding President of the Holistic Health Club, and President of the Aviation Without Barriers Club, an organization dedicated to creating programming and events that supported Black and women pilots within the university's aviation department. Beyond campus, I worked closely with the Multicultural Family Center, performing at their Juneteenth celebration and contributing as a Registered Yoga Teacher by offering free yoga classes to the community. I also completed an impactful internship at the Fountain of Youth. As a well-known, young, educated Black man in Dubuque, my goal is to ensure that the City's Boards, Commissions, and Council better reflect the diverse demographics of our community. Appointing me to the Equity and Human Rights Commission would enable the group to genuinely embody its commitment to equity, particularly in representing and addressing the needs of the Black community.

What contributions can you make or state reason for applying?	As a Black man, I bring a unique perspective to the conversations that happen at the commission level, offering ideas and insights through a Black lens that reflect the lived experiences of a strategically undervalued community. Drawing from my leadership experiences and education at the University of Dubuque, I am equipped to translate my knowledge into meaningful community servanthood, ensuring that my contributions are both informed and impactful. Additionally, as one of the youngest members serving on the commission, I offer a fresh perspective that is not currently represented, bridging generational gaps and fostering inclusive decision-making that aligns with the needs of all Dubuquers.
Describe your experience working in diverse environments:	As a Black man, any environment I work in becomes innately "diverse" due to my inclusion, as I am often the only Black person in the room within many organizations I serve. While having one Black person involved in an organization, business, or commission doesn't inherently make it truly diverse, my lived experiences bring valuable perspectives to the table. As Vice President of the Student Government Association at the University of Dubuque, I took on the responsibility of reaching out to all multicultural clubs on campus, ensuring they felt comfortable coming to me as a point of contact. I prioritized advocating for their funding requests, ensuring they received the same level of attention and support as clubs with predominantly white memberships. This experience reinforced my commitment to fostering equity and inclusion in all spaces I inhabit.
Describe your experience engaging other community members to gather their input and opinions:	I collaborated with Antonio Mouzon during his time as Director of the Multicultural Family Center (MFC) to seek guidance on where to complete my senior-year internship at the University of Dubuque. Antonio connected me to valuable resources and organizations within the community that aligned more closely with my goals and needs at the time than the MFC could. Additionally, I worked with Brianna Thompson on initiatives to create programming aimed at educating Dubuque's Black community about their voting rights and how to effectively exercise them.
List two references: (Include their name and phone number)	Alex Haggin 319.899.9186 Logan Stelter 507.525.0136
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which?	<i>Field not completed.</i>
Have you served on a Board,	No

Commission, or
Committee
before?

If yes, which?

Field not completed.

Have you
participated in the
City Life
program?

No

If so, when?

Field not completed.

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Signature (type
your name here
as electronic
verification):

DeLano D. Cain-Watson

Date:

11/15/2024

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From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Gisella Aitken](#); [Ann Marie Jannette](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 7/9/2024 6:15:28 PM

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Please complete the online application and separate optional demographic information below

Personal Information

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

Name: Traci Phillipson

Please enter the best way to pronounce your name below: tray-see fill-up-son

How did you hear about City of Dubuque Boards and Commission? Through a Friend

If other, please specify: Field not completed.

Gender (choose all that apply) Woman

If trans or transgender please specify: Field not completed.

If another identity please specify: *Field not completed.*

Street Address: 2120 Rhomberg Ave

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

City Dubuque

State IA

Zip Code: 52001

Preferred Phone Number: 9144507722

Email Address(es): traci.phillipson@gmail.com

Place of Employment: Loras College

Business Phone Number: *Field not completed.*

Job Title/ Duties: Assistant Professor

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

I have studied and taught on issue of social and political philosophy, including philosophy related to race and gender. I have taken a professional development course at Loras as part of our DEI initiative

What contributions can you make or state reason for applying?

I am interested in learning more about the Equity and human rights issues in Dubuque and helping to alleviate those issues. I would like to use my training and knowledge in the philosophical side of these issues to make a practical difference in the community

Describe your experience working in

I worked in diverse environments and an adjunct and visiting instructor in various colleges in WI and NY before coming to Dubuque. I grew up in a relatively diverse NYC suburb and was able

diverse environments:	to gain experience with a lot of difference cultures in that environment
Describe your experience engaging other community members to gather their input and opinions:	while I have little experience in this area directly, I often ask my students for input in how our class community is run and sometimes make changes based upon their feedback
List two references: (Include their name and phone number)	Felicia Carner 563-212-5885 Susan Crook 865-386-4497
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which?	<i>Field not completed.</i>
Have you served on a Board, Commission, or Committee before?	No
If yes, which?	<i>Field not completed.</i>
Have you participated in the City Life program?	No
If so, when?	<i>Field not completed.</i>
Have you participated in the Intercultural Competency Program offered through the City of Dubuque or other organizations?	No
If yes to the above question, please list the	<i>Field not completed.</i>

organization that
offered the
program and the
date of
completion:?

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Signature (type your name here as electronic verification): Traci Ann Phillipson

Date: 07/09/2024

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CITY OF DUBUQUE

BOARDS AND COMMISSIONS DETAILS AND OPENINGS

X / X / 24

Indicates openings within 2024

Open

Indicates Current Opening

**

Indicates Public Member representing board or commission and appointed as a representative to a separate board or commission

AIRPORT COMMISSION

4 Yr. Term - Meets 4th Tuesday, 4 p.m., Airport Conf. Room

Public Member 1	Douglas	Brotherton	9/14/25
Public Member 2	Marianne	Kurtz-Weber	9/14/25
Public Member 3	Michael	Phillips	9/14/26
Public Member 4	Robert	Blocker	9/14/26
Public Member 5	Sue	Clemenson	9/14/24

AIRPORT ZONING BOARD OF ADJUSTMENTS

5 Yr. Term - Meets on Call

County Rep.	Laurie	Guy	2/15/26
County Rep.	Mary	Goebel	2/15/26
Public Member 1	Open	Open	Unknown
ZBA Rep.	Rena	Stierman	3/25/27
ZBA Rep.	Jonathan	McCoy	3/25/26

AIRPORT ZONING COMMISSION

6 Yr. Term - Meets on Call

County Rep.	Open	Open	12/31/26
County Rep.	Mary	Goebel	12/31/26
Public Member 1	Open	Open	12/31/26
ZAC Rep.	Richard	Russell	7/1/27
ZAC Rep.	Matthew	Mulligan	7/1/25

ARTS AND CULTURAL AFFAIRS ADVISORY COMMISSION

3 Yr. Term - Meets 4th Tuesday, 3:30 p.m., MFC or Varied locations

At-Large - Outside Cultural Dist. 1	Franco	Menchaca	6/30/27
Business Prof - In Cultural Dist. 1	Open	Open	6/30/27
Business Prof 2	Open	Open	6/30/25
Public Member 1	Shirley	Davis-Orwoll	6/30/25
Public Member 2	Doug	Donald	6/30/26
Public Member 3	Open	Open	6/30/26
Public Member 4	Nicholas	Halder	6/30/25

BUILDING CODE ADVISORY AND APPEALS BOARD

3 Yr. Term -Meets on Call; 4:30 p.m., Federal Bldg.

Altn. Commercial Construct Pro 1	Open	Open	1/1/27
Altn. Electrical Construct Pro 1	Adam	Brown	1/1/27
Altn. HVAC Construct Pro 1	Open	Open	1/1/27
Altn. Plumbing Construct Pro 1	Open	Open	1/1/27
Altn. Residential Construct Pro 1	Open	Open	1/1/27
Commercial Construct Pro 1	Open	Open	1/1/27
Electrical Construct Pro 1	Thomas	Townsend	1/1/27
HVAC Construct Pro 1	Corey	Valaskey	1/1/27
Multidisciplinary Rep. 1	Open	Open	1/1/27
Multidisciplinary Rep. 2	Open	Open	1/1/27
Plumbing Construct Pro 1	Open	Open	1/1/27
Residential Construct Pro 1	Open	Open	1/1/27

BOARD OF LIBRARY TRUSTEES

4 Yr. Term - Meets 4th Thur. 4 p.m., Library

Public Member 1	Andrew	Bland	7/1/26
Public Member 2	A. Alanda	Gregory	7/1/26
Public Member 3	Victor	Lieberman	7/1/27
Public Member 4	Pam	Mullin	7/1/27
Public Member 5	Diann	Guns	7/1/28
Public Member 6	Christina	Monk	7/1/28
Public Member 7	Greg	Gorton	7/1/25

CABLE TELEVISION COMMISSION

3 Yr. Term - Meets on Call., Varied locations

Public Member 1	Pauline	Maloney	7/1/26
Public Member 2	Georgina	Guerrero	7/1/26
Public Member 3	Ronald	Tigges	7/1/26
Public Member 4	Open	Open	7/1/27
Public Member 5	Jennifer	Tigges	7/1/27

CATFISH CREEK WATERSHED MANGT. AUTHORITY

4 Yr. term - Meets Quarterly

Public Member 1 **	Open	Open	7/16/28
Public Member 2	William	Hindricks	7/16/28

CIVIC CENTER ADVISORY COMMISSION

3 Yr. Term - Meets last Mon. of every third month,

3:30 p.m., Five Flags

Public Member 1	Danielle	Jacobs	6/29/27
Public Member 2	Mc Kenzie	Blau	6/29/25
Public Member 3	Brenda	Christner	6/29/25
Public Member 4	Bryce	Parks	6/29/27
Public Member 5	Open	Open	6/29/25

CIVIL SERVICE COMMISSION

4 Year Term - Meets 2nd Wed., 4:15 p.m., City Hall

Public Member 1	Scott	Crabill	4/6/26
Public Member 2	Carla	Heathcote	4/6/28
Public Member 3	Daniel	White	4/6/25

COMMUNITY DEVELOPMENT ADVISORY COMMISSION

3 Yr. Term - Meets 3rd Wed., 5:30 p.m., Federal Bldg./Housing

Housing Commission Rep. 1	Renee	Kehoe	8/17/24
Low/Moderate Income Rep. 1	Open	Open	2/15/26
Low/Moderate Income Rep. 2	Open	Open	2/15/27
Low/Moderate Income Rep. 3	Gabriel	Mozena	2/15/27
Low/Moderate Income Rep. 4	Dominique	Jeter	2/15/25
Public Member 1	Open	Open	2/15/27
Public Member 2 **	Dean	Boles	2/15/25
Public Member 3	Michelle	Hinke	2/15/25
Public Member 4	Julie	Woodyard	2/15/26

Equity and Human Rights Commission**3 Yr. Term - Meets 2nd Tus. 4:30 p.m., MFC Conf. room 2**

Public Member 1	Rick	Baumhover	1/1/25
Public Member 2	Luselena	Bravo	1/1/26
Public Member 3	Matt	Zanger	1/1/26
Public Member 4	Jake	Kurczek	1/1/26
Public Member 5	Nikkole	Nutter	1/1/27
Public Member 6	Open	Open	1/1/27
Public Member 7	Maitha	Jolet	1/1/25
Public Member 8	David	Heiar	1/1/27
Public Member 9	Michaela	Freiburger	1/1/25

HISTORIC PRESERVATION COMMISSION**3 Yr. Term - Meets 3rd Thur., 5:30 p.m., Federal Bldg.**

Architect At-Large 1	Christina	Monk	7/1/26
Cathedral District 1	Open	Open	7/1/26
Jackson Park District 1	Janice	Esser	7/1/25
Langworthy District 1	Thea	Dement	7/1/26
Old Main District 1	Open	Open	7/1/27
Public Member 1	Heidi	Pettitt	7/1/27
Public Member 2	Bill	Doyle	7/1/27
Public Member 3	Tim	Gau	7/1/27
West 11th District 1	Rick	Stuter	7/1/25
Interim District Rep. 1	Open	Open	No Appointment Needed

HOUSING APPEALS AND MEDIATION BOARD**3 - Yr. Term - Meets on Call, 4:30 p.m., Federal Bldg.**

Public Member 1	Mary	Gotz	1/1/27
Public Member 2	Luke	Hoffmann	1/1/27
Public Member 3	Cole	Hanson	1/1/27
Public Member 4	Lynn	Sutton	1/1/27
Public Member 5	Jeff	Lenhart	1/1/27

HOUSING COMMISSION**3 Yr. Term - Meets 4th Tues. (Jan, Aril, July, Oct), 4:00 p.m., Fed. Bldg.**

Public Member 1 **	Renee	Kehoe	8/17/27
Public Member 2	Ross	Janes	8/17/27
Public Member 3	Rick	Merfeld	8/17/25
Public Member 4	Matt	Henick	8/17/27
Public Member 5	David	Wall	8/17/27
Public Member 6	Cathy	Dickens	8/17/25
Public Member 7	Julietta	Scott	8/17/26
Public Member 8 **	Rick	Baumhover	8/17/25
Public Member 9 ** **	Amy	Eudaley	8/17/26
Section 8 Rep. 1	Open	Open	8/17/27

HOUSING TRUST FUND ADVISORY COMMITTEE**3 Yr. Term - Meets as needed, 7:30 a.m., Federal Bldg.**

Housing Commission Rep. 1	Rick	Baumhover	8/17/25
Housing Commission Rep. 2	Amy	Eudaley	8/17/26
Public Member 1	Open	Open	8/17/25
Public Member 2	Jim	Holz	8/17/27
Public Member 3	Michelle	Becwar	8/17/27

INVESTMENT OVERSIGHT ADVISORY COMMISSION**3 Yr. Term - Meets 4th Wed.(Jan., April, July, Oct.) 3 p.m., City Hall**

Public Member 1	Daniel	Garza	7/1/26
Public Member 2	Molly	Valaskey	7/1/27
Public Member 3	Open	Open	7/1/27
Public Member 4	Joshua	Merritt	7/1/25
Public Member 5	Gary	Ruden	7/1/25

LONG RANGE PLANNING ADVISORY COMM.**3 Yr. Term - Meets 3rd Wed. 5:30 p.m., Federal Bldg.**

Housing Commission Rep. 1	Rick	Merfeld	8/17/25
Public Member 1	Mark	Ward	7/1/26
Public Member 2	Michael	Rabagia	7/1/26
Public Member 3	Aaron	Miller	7/1/27
Public Member 4	Beth	McGrath	7/1/27
Public Member 5	Cliff	Conrad	7/1/25
Public Member 6	Open	Open	7/1/25

PARKS AND RECREATION ADVISORY COMMISSION**3 Yr. Term - Meets 2nd Tues., 4:30 p.m. MFC/Varied locations**

Public Member 1 **	Robin	Kennicker	6/30/26
Public Member 2	Ron	Axtell	6/30/26
Public Member 3	Jessica	Ochoa	6/30/26
Public Member 4	Jennifer	Tigges	6/30/27
Public Member 5	Lori	Ollendick	6/30/25
Public Member 6	Josh	Jorgenson	6/30/25
Public Member 7	Jason	Henkel	6/30/25

RESILIENT COMMUNITY ADVISORY COMMISSION**3 Yr. Term - Meets 1st Thur. 5:00 p.m. , Jule Op. & Train. Center**

Commission Cross Rep. 1	Open	Open	7/16/27
Commission Cross Rep. 2	Robin	Kennicker	6/30/26
Commission Cross Rep. 3	Dean	Boles	2/15/25
Public Member 1	Sandra	Evans	7/1/25
Public Member 2	Nolan	Bielinski	7/1/27
Public Member 3	David	Mc Dermott	7/1/26
Public Member 4	Lalith	Jayawickrama	7/1/26
Public Member 5	Rachel	Schmidt	7/1/27
Public Member 6	Jacob	Kohlhaas	7/1/25

TRANSIT ADVISORY BOARD**3 Yr. Term - Meets bi-monthly Sept. to May, 2nd Thur.****Intermodal Transit Station**

Public Member 1	Open	Open	7/30/25
Public Member 2	Open	Open	7/30/26
Public Member 3	Greg	Orwoll	7/30/26
Public Member 4	Dora	Serna	7/30/26
Public Member 5	Open	Open	7/30/27

ZONING ADVISORY COMMISSION**3 Yr. Term - Meets 1st Wed., 6:00 p.m., Fed. Bldg..**

Public Member 1 **	Matthew	Mulligan	7/1/25
Public Member 2	Martha	Christ	7/1/26
Public Member 3	Carrie	Lohrmann	7/1/26
Public Member 4	Teri	Zuccaro	7/1/26
Public Member 5	Richard	Russell	7/1/27
Public Member 6	Troy	Froistad	7/1/27
Public Member 7	Pat	Norton	7/1/25

ZONING BOARD OF ADJUSTMENTS**5 Yr. Term - Meets 4th Thur., 5:30 p.m. Fed. Bldg..**

Public Member 1	Gwen	Kosel	3/25/29
Public Member 2 **	Keith	Ahlvin	3/25/25
Public Member 3	Jonathan	McCoy	3/25/26
Public Member 4	Rena	Stierman	3/25/27
Public Member 5	Matthew	Mauss	3/25/28

**City of Dubuque
City Council**

PUBLIC HEARINGS # 1.

ITEM TITLE: Resolution Approving a Proposed Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal Area, Version 2024.3

SUMMARY: Proof of Publication on notice of public hearing to consider City Council adopt the resolution approving an Amended and Restated Urban Renewal Plan, Version 2024.3, for the Greater Downtown Urban Renewal Area, and City Manager recommending approval.
RESOLUTION Approving The Amended And Restated Urban Renewal Plan For The Greater Downtown Urban Renewal Area, Version 2024.3

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

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Urban Renewal Plan
4. Attachment A
5. Attachment B-1
6. Attachment B-2
7. Attachment C
8. Attachment D
9. Consultation Minutes
10. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Approving a Proposed Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal Area, Version 2024.3

DATE: December 11, 2024

Economic Development Director Jill Connors is recommending City Council adopt the attached Resolution approving an Amended and Restated Urban Renewal Plan, Version 2024.3 for the Greater Downtown Urban Renewal Area.

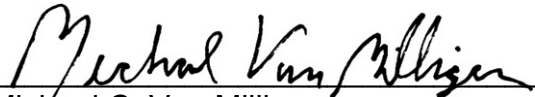
The proposed Amended and Restated Urban Renewal Plan would include new projects and updates to existing projects under the public purpose activities. The following projects are required to be in the Greater Downtown Urban Renewal Plan for the planned issuance of debt related to urban renewal activities:

- Deconstruction of the ABC Supply Building at 100 South Main Street
- Upgrades to the dehumidification system at the ImOn Arena
- Implementation of the Smart Parking System
- Major maintenance repairs at various parking ramps
- Renovation of the Historic Federal Building
- Construction of the Iowa Amphitheater on Schmitt Island

The following new projects must be added to the urban Renewal Plan for the Greater Downtown Urban Renewal Area to accommodate the anticipated issuance of urban renewal tax increment incentives under development agreements with the following entities:

- Limestone Legacy, LLC
- 1400 Central, LLC
- Miller Companies, LLC
- Nia Neighborhoods Opportunity Zone Fund, LLC

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


Michael C. Van Milligen

MCVM:sv

Attachment

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



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

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Resolution Approving a Proposed Amended and Restated Urban
Renewal Plan for the Greater Downtown Urban Renewal Area,
Version 2024.3

DATE: December 9, 2024

INTRODUCTION

This memorandum presents for City Council consideration a resolution approving a proposed Amended and Restated Urban Renewal Plan, Version 2024.3 ("Plan") for the Greater Downtown Urban Renewal Area ("Area").

The proposed Amended and Restated Urban Renewal Plan would include new projects and updates to existing projects under the public purpose activities.

BACKGROUND

The Area was originally established in 1967. It has been amended and restated on several occasions over the years to expand the boundaries to assist with redevelopment efforts of multiple key landmark buildings and areas in the city's urban core.

Before a municipality can exercise the authority conferred by Iowa Code Chapter 403 "Urban Renewal", a resolution of necessity must be adopted finding that the area being considered for urban renewal Area designation is either a slum, blighted or economic development area and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of the area is necessary in the interest of the public health, safety or welfare of the residents of the city.

DISCUSSION

The proposed Amended and Restated Urban Renewal Plan would include new projects and updates to existing projects under the public purpose activities. The following projects are required to be in the Greater Downtown Urban Renewal Plan for the planned issuance of debt related to urban renewal activities:

- Deconstruction of the ABC Supply Building at 100 South Main Street
- Upgrades to the dehumidification system at the ImOn Arena
- Implementation of the Smart Parking System
- Major maintenance repairs at various parking ramps
- Renovation of the Historic Federal Building
- Construction of the Iowa Amphitheater on Schmitt Island

The following new projects must be added to the urban Renewal Plan for the Greater Downtown Urban Renewal Area to accommodate the anticipated issuance of urban renewal tax increment incentives under development agreements with the following entities:

- Limestone Legacy, LLC
- 1400 Central, LLC
- Miller Companies, LLC
- Nia Neighborhoods Opportunity Zone Fund, LLC

A consultation process was conducted with the affected taxing entities as required by Chapter 403.5 of the Iowa Code. Prior to the meeting, the affected taxing bodies were mailed copies of the Amended and Restated Urban Renewal Plan, Version 2024.3 and the Notice of Public Hearing. The required consultation to discuss, question, or object to the findings in these documents was held Tuesday, November 26, 2024. There were no representatives from the affected taxing entities in attendance.

The notice of public hearing was published on Friday, December 6 in accordance with publication requirements.

RECOMMENDATION/ ACTION STEP

I recommend, following the public hearing, the City Council adopt the attached Resolution approving an Amended and Restated Urban Renewal Plan, Version 2024.3 for the Greater Downtown Urban Renewal Area.

AMENDED and RESTATED URBAN RENEWAL PLAN

Greater Downtown Urban Renewal District
(Including the former Downtown Dubuque, Ice Harbor, Kerper Boulevard, East 7th
Street, Quebecor, Holy Ghost and Dubuque Brewing & Malting
Urban Renewal Districts)

City of Dubuque, Iowa

This Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal District traces its beginnings to the merger of the Downtown Urban Renewal Area Project Number Iowa R-15, originally established by Resolution 123-67 by the City Council of the City of Dubuque, Iowa on May 18, 1967, and subsequently amended and restated by Resolution 79-71 on March 15, 1971, by Resolution 73-74 on March 11, 1974, by Resolution 107-82 on May 3, 1982, by Resolution 191-84 on June 25, 1984, by Resolution 371-93 on December 6, 1993, by Resolution 145-94 on May 2, 1994, by Resolution 479-97 on November 17, 1997, by Resolution 476-98 on October 19, 1998 and by Resolution 187-02 on April 1, 2002, with the Ice Harbor Urban Renewal District, originally established by Resolution 403-89 of the City Council of the City of Dubuque, Iowa on December 18, 1989, and subsequently amended and restated by Resolution 241-00 on June 5, 2000, and by Resolution 114-02 on March 4, 2002. The Urban Renewal Plan for the Greater Downtown Urban Renewal District resulting from that merger was later amended by Resolution 170-04 on April 19, 2004, by Resolution 391-06 on August 21, 2006, by Resolution 108-07 on February 20th, 2007, by Resolution 597-07 on December 17, 2007, by Resolution 300-08 on September 2, 2008, by Resolution 393-09 on October 5, 2009, and by Resolution 26-10 on July 19, 2010. On May 2, 2011 the Kerper Boulevard Industrial Park Economic Development District originally established by Resolution 274-94 on August 15, 1994, and the East 7th Street Economic Development District, originally established by Resolution 144-97 on April 7, 1997, were merged into and became part of the Greater Downtown Urban Renewal District, pursuant to Resolution 155-11 approved on May 2, 2011. The Quebecor Economic Development District, originally established by Resolution 479-02 on September 16, 2002, was merged into and became part of the Greater Downtown Urban Renewal District pursuant to Resolution 271-12 approved on October 1, 2012. The Urban Renewal Plan for the Greater Downtown Urban Renewal District resulting from that merger and amendment was thereafter amended and restated by Resolution 173-13 on June 03, 2013. The Holy Ghost Urban Renewal District, originally established by Resolution 234-11 on July 18, 2011, was merged into and became part of the amended and restated Greater Downtown Urban Renewal District pursuant to Resolution 178-14 approved on June 16, 2014. The Urban Renewal Plan for the Greater Downtown Urban Renewal District resulting from that merger was later amended by Resolution 372-15 approved on October 19, 2015. The Dubuque Brewing & Malting Urban Renewal District, originally established by Resolution

301-08 approved on September 2, 2008, and subsequently amended and restated by Resolution 170-13 approved on June 3, 2013, was merged into and became part of the Greater Downtown Urban Renewal District pursuant to Resolution 401-16 approved on November 21, 2016.

By Resolution 90-17, adopted on March 6, 2017, the City Council approved and adopted an Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal District. The Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal District was subsequently amended and restated by Resolution 206-17, adopted on June 5, 2017, by Resolution 381-17, adopted on December 4, 2017, Resolution 104-19, adopted on March 18, 2019, Resolution 405-19, adopted on November 18, 2019, by Resolution 154-20, adopted on May 18, 2020, by Resolution 335-20, adopted on November 2, 2020, by Resolution 65-22, adopted on February 21, 2022, Resolution 66-22, adopted on February 21, 2022, by Resolution 176-22, adopted on May 2, 2022, by Resolution 95-23, adopted on April 3, 2023 by Resolution 130-23, adopted on May 1, 2023, and by Resolution 179-23, adopted on June 5, 2023, by Resolution 410-23, adopted on December 18, 2023, by Resolution 277-24 on September 3, 2024, and by Resolution 278-24 on September 3, 2024, and by Resolution ____-24 on December 16, 2024.

Prepared by the Economic Development Department

Version 2024.3

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- M. SEVERABILITY
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A. INTRODUCTION

This AMENDED AND RESTATED URBAN RENEWAL PLAN (the “Plan”) has been prepared to update the objectives and public purpose activities intended to stimulate, through public actions, financing, and commitments, private investment within the combined and expanded area known as the Greater Downtown Urban Renewal District (the “District”). In order to achieve this objective, the City of Dubuque (the “City”) shall undertake the urban renewal actions specified in this Plan, pursuant to the powers granted to it under Chapter 403 of the Iowa Code, Urban Renewal Law, and Chapter 15A of the Iowa Code.

This Plan shall serve as a new urban renewal plan for the District described herein. The Plan shall be viewed as a single plan for purposes of fulfilling the objectives of this Plan. The separate subareas of this Plan (the “Subarea(s)”) will be maintained and observed for those purposes which are aided by or in need of the division, but the combined area comprising the District shall be treated together for planning and redevelopment purposes.

The division of taxation and the separation of incremental taxes authorized by Iowa Code Section 403.19 have been implemented in the existing Subareas of the District. Under the terms of this Plan, the tax increment mechanism described in Iowa Code Section 403.19 shall continue to apply to all of the territory within the District as currently provided. Incremental taxes shall be determined separately with respect to each Subarea of the District, and when collected shall be applied, subject to such liens and priorities as may exist or be from time to time provided, with respect to the District and Plan, as amended.

B. JUSTIFICATION FOR THE DESIGNATION

The City Council of the City of Dubuque, Iowa (the “City Council”) has determined that the following blighting conditions, as defined by Chapter 403 of the Iowa Code, Urban Renewal Law, exist within the District in the Bluff Street, Cable Car, South Bluff Street, South Port, Chaplain Schmitt, Ice Harbor A, Ice Harbor B, Ice Harbor C, Industrial Harbor, Old Main, South Main, Town Clock, Town Clock Expansion, Upper Main, Warehouse, Washington Neighborhood, Harrison Street, Holy Ghost, Almond Street, North End, West Locust Corridor, Dubuque Brewing & Malting, 15th Street, Lower Kaufmann, and Locust Street Subareas:

- Undeveloped and underdeveloped land that substantially impairs or arrests the sound growth of the City;
- A substantial number of deteriorated, dilapidated and obsolete public and private improvements;
- Faulty lot layouts in relation to the size, adequacy and usefulness of the lots;
- Fragmented property ownership patterns;
- A lack of public utilities;
- An inadequate street layout; and
- Insanitary and unsafe conditions.

The City Council has also determined that a need exists for the development of commercial and industrial enterprises and public improvements related to housing and residential development to enhance and encourage economic development activities within the District in the East 7th Street, Industrial Harbor, South Main, Warehouse, Kerper Boulevard, North Kerper, Quebecor, University Avenue Corridor, North Peru Road, Stafford Street, Roosevelt Street, and Hawthorne Street Subareas.

The City Council has declared by separate Resolutions of Necessity concerning each of the forgoing Subareas that these factors have substantially impaired and arrested the sound growth of the City and of the Subareas comprising the District.

C. OBJECTIVES OF THE PLAN

The primary OBJECTIVES of the Plan are:

1. The creation of a thriving central business district, riverfront district, and downtown neighborhoods with a compatible mix of viable commercial/retail, office, financial, residential, cultural, recreational, and educational activities;
2. The development of an adequate support system and public infrastructure for new and expanding river-related and other tourism activities;
3. The conservation, restoration, renovation, or rehabilitation of the historic and architectural character of the District through the renovation and rehabilitation of historic buildings, the establishment of design standards to ensure cohesive and compatible development and redevelopment, the use of appropriate construction techniques, the coordinated administration of appropriate code enforcement efforts, and the maximization of all available financial and technical resources;
4. The creation of a safe, healthy, and attractive physical environment through the construction or installation of necessary infrastructure and other public improvements or actions supportive of the District;
5. The creation of a safe, efficient, and attractive circulation system for both pedestrian and vehicular traffic within the District and in the public right-of-way corridor areas leading to the District;
6. The development of additional and improved parking opportunities in the District supportive of the businesses and attractions located within its boundaries and which accommodate the needs of its residents, employees and visitors;
7. The creation of financial incentives necessary to encourage private investment and reinvestment in the District;
8. The creation and retention of quality employment opportunities in the District;

9. The expansion of the existing property tax base of the District;
10. The creation and development of additional housing units and residential opportunities in the District, and an increase in the level of homeownership in the District; and
11. To provide reimbursement of City personnel costs and other administration and legal fees associated with the development and implementation of urban renewal projects within the District.

D. DISTRICT BOUNDARIES

The District is located within the City of Dubuque, County of Dubuque, State of Iowa. The District includes thirty-four (34) separate Subareas that have resulted primarily from prior urban renewal plans and expansions of the same within the District. These Subareas include the Town Clock, the Town Clock Expansion, the Old Main, the Upper Main, the Ice Harbor A, the Ice Harbor B, the Ice Harbor C, the Warehouse, the South Main, the South Port, the Cable Car, the Bluff Street, the South Bluff Street, the Washington Neighborhood, the Chaplain Schmitt, the Industrial Harbor, the East 7th Street, the Kerper Boulevard, the North Kerper Boulevard, the Quebecor, the Harrison Street, the Holy Ghost, the Almond Street, the North End, the University Avenue Corridor, the West Locust Corridor, the Dubuque Brewing and Malting, the 15th Street, the Lower Kaufmann, North Peru Road, Stafford Street, Roosevelt Street, Hawthorne Street, and Locust Street Subareas. Despite this subdivision of the District, this Plan shall be viewed as a single consolidated plan and shall be applied to all Subareas for purposes of fulfilling the objectives of this Plan.

The descriptions of the boundaries for each Subarea are attached as Attachment D to this Plan.

The boundaries of the District and the Subareas are delineated on the Subarea Map (Attachment A; also on file at the Dubuque City Clerk's Office).

The City reserves the right to modify the boundaries of the District at some future date. Any amendments to, or restatements of, the Plan will be completed in accordance with Chapter 403 of the Iowa Code, Urban Renewal Law.

E. PUBLIC PURPOSE ACTIVITIES

To meet the OBJECTIVES of this Plan, the City has and expects to continue development and redevelopment of the District through the following PUBLIC PURPOSE ACTIVITIES:

1. Pre-development planning, including but not limited to activities such as appraisals, architectural and engineering studies, environmental assessment and remediation, and feasibility analysis;

- a. These activities include, but are not limited to, the funding of planning and design grants, offering a maximum of \$10,000 in 50% matching funds for property owners per rehabilitation project to offset costs associated with hiring architects, engineers or other professional services.
 - b. These activities also include, but are not limited to environmental mitigation, structure demolition, appraisal, and related property improvements to the City's leased properties along the riverfront, for a total estimated cost of \$338,400 from Fiscal Year 2015 to Fiscal Year 2019. This project also provides funding for an intern position.
 - c. These activities also include a previously approved building renovation study for property at 1860 Hawthorne Street for a total estimated cost of \$75,000 anticipated in Fiscal Year 2015.
 - d. These activities include, but are not limited to, the evaluation of redevelopment options for industrial sites in Dove Harbor and along Kerper Boulevard, at an estimated cost of \$25,000 in Fiscal Year 2022.
2. Provision of technical support to property owners, businesses, and organizations in support and furtherance of the Plan;
 - a. These activities include, but are not limited to, the funding of financial consultant grants, offering a maximum of \$15,000 in 50% matching funds for property owners per rehabilitation project to offset costs associated with hiring a financial consultant.
3. Use of tax increment financing, loans, forgivable loans, grants, and other appropriate financial tools in support of eligible public purpose activities, including public and private conservation, preservation, development, and redevelopment efforts including the adaptive re-use of existing structures and code compliance;
 - a. These activities include, but are not limited to, the funding of downtown rehabilitation loans, offering a maximum of \$300,000 per building in a three percent interest loan amortized over twenty years, for qualified downtown rehabilitation work. A total of \$2,000 may be forgiven off of the loan for the creation of each housing unit or full-time job. This program is estimated at a cost of \$900,000 from Fiscal Year 2018 to 2021.
 - b. These activities include, but are not limited to, engagement and planning projects in the Washington Neighborhood and a micro-loan program, at an estimated cost of \$200,000 from Fiscal Year 2018 to 2022.
4. Preparation of property for conservation, preservation, rehabilitation, development, and redevelopment purposes;

- a. These activities include, but are not limited to, the funding of a downtown housing creation incentive program that provides a grant of up to \$10,000 per rental residential rental unit, for the rehabilitation of existing structures to create new market-rate housing, at an estimated cost of \$560,000 from Fiscal Year 2019 to 2022.
 - b. These activities also include, but are not limited to, a \$10,000 down payment and \$25,000 rehabilitation assistance for homeownership for households below 80% of area median income, at an estimated cost of \$250,000 of funding from this Plan from Fiscal Year 2018 to 2022.
 - c. These activities also include, but are not limited to, the purchase of real estate in the City of Dubuque adjacent to Four Mounds Park for the purpose of supporting adult training programs in the rehabilitation of historic buildings.
5. Development and implementation of programs for the repair, restoration, and renovation of historic and non-historic buildings and related improvements, and the rehabilitation, restoration, and renovation of historic and non-historic buildings for public and governmental uses;
- a. These activities include, but are not limited to, the funding of façade grants, offering a maximum of \$10,000 in 50% matching funds for property owners per rehabilitation project to offset costs associated with front or rear façade improvements. This program, in conjunction with programs listed in Section E(1)(a) and E(2)(a) of this Plan are estimated at a cost of \$350,000 from Fiscal Year 2018 to 2022.
 - b. These activities also include, but are not limited to, the previously approved acquisition and installation of new air conditioning units at the Dubuque Ice Arena, as well as electrical improvements, and the purchase of a generator and transfer switch for the Dubuque Ice Arena, the purchase of ice decking for the Dubuque Ice Arena, and the purchase of a power factor correction device for the Dubuque Ice Arena.
 - c. These activities also include, but are not limited to, the previously approved design, engineering, and renovation of the Carnegie Stout Public Library.
 - d. These activities also include, but are not limited to the previously approved design, engineering, and construction of the Multi-Cultural Family Center, in the location formerly known as the Kephardt's building.
 - e. These activities also include, but are not limited to, the replacement of carpet in various room and areas throughout the Grand River Center, at an estimated cost of \$246,000 in Fiscal Year 2018 to 2020.
 - f. These activities also include, but are not limited to, the preparation of a

facility assessment and market study for the Grand River Center, for an estimated cost of \$65,000 in Fiscal Year 2021 to 2022.

g. These activities also include, but are not limited to, a renovation of the Historic Federal Building, including the purchase of an adjacent parking lot, repairs to the roof, rehabilitation of the HVAC system, ADA accessibility improvements, as well as other interior and exterior upgrades, at an estimated cost of \$1,050,000 from Fiscal Year 2018 to 2022.

h. These activities also include, but are not limited to, a renovation of the Historic Federal Building, including replacement of major components of the HVAC system at an estimated cost of \$5,000,000 from Fiscal Year 2025-2026.

6. Improvement, installation, construction, and reconstruction of public facilities and improvements including but not limited to structured parking facilities, other parking facilities, rail spurs (including relocation or elimination), streets, alleys, utilities, convention facilities, Riverwalk and Harborwalk improvements and amenities, boat docks, dredging and other river-related improvements, and Bee Branch Stormwater management improvements;

a. These activities include, but are not limited to the previously approved design, engineering, land and right of way acquisition, environmental remediation, and construction of the Grand River Center Convention Center Facility.

b. These activities also include, but are not limited to the previously approved design, engineering, land and right of way acquisition, and construction of the Bell Street extension and associated landscaping and streetscapes.

c. These activities also include, but are not limited to the previously approved design, engineering, and architectural fees associated with the restoration of the historic shot tower.

d. These activities also include, but are not limited to, the previously approved design, engineering, land, right of way acquisition and construction of parking improvements reaching an estimated amount of \$2,775,000 in Fiscal Year 2014 for facilities that are both planned and exist currently. The City also intends to refinance current obligations to construct parking facilities within the District to achieve savings and to allow flexibility with regard to public/private parking arrangements that will promote economic development and job growth within the region.

e. These activities also include, but are not limited to, the previously approved design, engineering, and construction of sidewalks at the McAleece Park and Recreation Complex.

f. These activities also include, but are not limited to, the previously approved

resurfacing of White Street from 11th Street to 21st Street, and 21st Street, from White Street to Central Avenue, for a total estimated cost of \$1,080,000 anticipated in Fiscal Year 2014.

g. These activities also include, but are not limited to, the previously approved complete reconstruction of Washington Street from 8th Street to 9th Street for a total estimated cost of \$680,000 anticipated in Fiscal Year 2018-2020.

h. These activities also include, but are not limited to, the previously approved creation of a Master Plan for future streetscaping on Central Avenue for a total estimated cost of \$100,000 anticipated in Fiscal Years 2018 through 2022.

i. These activities also include, but are not limited to, the previously approved replacement of three rooftop air conditioning units on the Five Flags Arena for a total estimated cost of \$225,000 in Fiscal Year 2019-2021.

j. These activities also include the development, construction, and operation of expanded and improved administrative facilities by Dubuque County. The County projects may include: (1) an additional administrative office facility (the “County Admin Building”) for use by Dubuque County which is expected to be located on property lying within 5 blocks of the County Courthouse; (2) an interior renovation and improvement project with particular emphasis on the finishing and conversion of space on the fifth floor of the County Courthouse; and (3) exterior improvements to enhance the building and prevent deterioration, such as tuck-pointing, roofing and other structural and façade improvements (the “Courthouse Renovation”) at the existing County Courthouse which will result in an expansion of the County’s administrative space and greater building functionality and security. The County Admin Building may either be developed and constructed by Dubuque County or may be developed and constructed with private developer funds and acquired by Dubuque County through an equity purchase, a financing lease or an operating lease. The Courthouse Renovation will be developed and constructed directly by Dubuque County. The City will not acquire any property in connection with either project or pay for the project in any way, and notwithstanding any other provision of this Plan to the contrary, no tax increment revenues derived from properties located within the District will be used for these projects. The County Admin Building and the Courthouse Renovation will provide for improved security for all County department staff, as well as continued convenient access to services for all residents and related businesses such as law offices and abstract companies which businesses drive investment, traffic and economic development activities in the Greater Downtown Urban Renewal District. The continued use of currently occupied downtown buildings assists the City in its efforts to remove and mitigate blighting conditions. In addition, it is anticipated that this project will stabilize and enhance the economic and physical conditions within the District, create construction jobs, and prevent the spread of blighted conditions.

k. These activities also include, but are not limited to the previously approved;

reconstructing and increasing the size of the existing gravity sanitary sewer on 16th Street from Sycamore to Kerper Boulevard, replacing the existing gravity sewer on Kerper Blvd. with a lift station and dual force mains from 16th Street to Fengler, reconstructing and reversing the flow of a portion of the Kerper Ct. gravity sewer and constructing a lift station and force main to serve the Kerper Ct. area, for an estimated cost of \$3.2 million anticipated in Fiscal Year 2017.

l. These activities also include, but are not limited to, the previously approved; gravity sanitary sewer system rehabilitation along Diagonal Street, Broadway Street, Washington Street, and Elm Street, for an estimated cost of \$225,000 in support of compliance with the City of Dubuque's Consent Decree. Construction is scheduled to be completed no later than December 2017.

m. These activities also include, but are not limited to, the previously approved; gravity sanitary sewer and manhole improvements beneath the property located at 2600 Washington Street from 26th Street to 27th Street, for an estimated cost of \$100,000. Construction is scheduled to be completed no later than December 2017.

n. These activities also include, but are not limited to, the previously approved; inspect, clean, and perform any and all necessary improvements to an existing gravity sanitary sewer along Elm Street from 14th Street to 20th Street, for an estimated cost of \$250,000. The project is anticipated to commence in Fiscal Year 2019.

o. These activities also include, but are not limited to, the previously approved; gravity sanitary sewer and manhole improvements along 30th Street and Jackson Street for an estimated cost of \$150,000. The project is anticipated to commence in Fiscal Year 2018.

p. These activities also include, but are not limited to the water main and water service distribution system removal and replacement and the removal, replacement, and rehabilitation of the gravity sanitary sewer system along Kaufmann from Central Avenue to within 250 feet west of Kane Street, Valeria to within 200 feet north of Kaufman at both locations where Valeria Street meet Kaufmann, Hempstead from Kaufmann to Lowell Street, Heeb Street from Kaufmann to the cul-de-sac, Fuller Street, and N. Main from Kaufmann to within 250 feet south of Kaufmann Street for an estimated cost of \$1,044,250.00 for water distribution system improvements and \$1,100,000.00 for sanitary sewer system improvements in support of compliance with the City of Dubuque's Consent Decree. Construction is scheduled to be completed no later than December 2022.

q. These activities also include, but are not limited to, the continued installation of a downtown security camera system, including fiber loops, network switches, and storage upgrades for an estimated cost of \$130,000 between Fiscal Year 2018 and 2022.

r. These activities also include, but are not limited to, an expansion of the Bluff Street parking facility, including improved pedestrian access and ADA accommodations, as well as traffic calming measures, at an estimated cost of \$175,000 in Fiscal Year 2019 to 2020.

s. These activities also include, but are not limited to, major maintenance and/or repairs to parking facilities in the various downtown parking ramps, at an estimated cost of \$1,236,000 from Fiscal Year 2018 to 2022.

t. These activities also include, but are not limited to, requesting a Site Closure Certification from the Iowa DNR, at an estimated cost of \$75,000 in Fiscal Year 2018 and 2019.

u. These activities also include, but are not limited to, the expansion of the existing riverfront docking facility to accommodate large excursion boats in the Port of Dubuque, at an estimated cost of \$150,000 in Fiscal Year 2022.

v. These activities also include, but are not limited to, the construction of East-West Corridor improvements, converting three intersections to roundabouts along University Avenue, for an estimated cost of \$13,780,000 of which the City will seek reimbursement from tax increment under Section 403.19 and this Plan in an amount of \$1,685,000 from Fiscal Year 2018 to 2022.

w. These activities also include, but are not limited to, the rehabilitation of pavement on Central Avenue from 9th Street to 21st Street. The project also includes the reconstruction of all curb access ramps along the corridor to bring them to ADA compliance, for an estimated cost of \$180,000 in Fiscal Year 2019.

x. These activities also include, but are not limited to, the construction of a large diameter storm sewer along 17th Street from the Lower Bee Branch Creek to W. Locust Street and west along W. Locust Street towards Rosedale Ave. as funding allows. Due to the size of the storm sewer to be installed, the project requires the complete reconstruction of the street, traffic control, and public utilities along the entire stretch, for an estimated cost of \$11,000,000 from Fiscal Year 2018 to 2021. The City will seek reimbursement from tax increment under Section 403.19 and this Plan for only the portion of project costs not covered by grant funding, up to \$250,000.

y. These activities also include, but are not limited to, the installation of a large diameter storm sewer and total reconstruction of the street and utilities along 22nd Street from Elm Street to the west across Central Avenue up Kaufmann Ave to Kane Street. Due to the size of the storm sewer to be installed, the project requires the complete reconstruction of the street, traffic control, and public utilities along the entire stretch, for an estimated cost of \$12,000,000 from Fiscal Year 2018 to 2021. The City will seek reimbursement from tax increment under Section 403.19

and this Plan for only the portion of project costs not covered by grant funding, up to \$250,000.

z. These activities also include, but are not limited to, the installation of culverts under the railroad tracks at the Canadian Pacific railroad yard at 506 Garfield Avenue. It includes the installation of six 8-foot diameter culverts to be tunneled under the railroad tracks. It also includes the construction of 3 12-foot wide by 10-foot high box culverts from Garfield Avenue to the south to a proposed transition structure where stormwater from the box culverts will join flow from the existing Bee Branch sewer and be directed into the proposed tunneled culverts and the existing box culverts under the railroad tracks through a proposed outfall structure into the Lower Bee Branch Creek. It also includes the construction of a 36-inch diameter sanitary sewer from the Lower Bee Branch to the Upper Bee Branch through the railroad property, for an estimated cost of \$5,265,000 from Fiscal Year 2018 to 2020.

aa. These activities also include, but are not limited to, the environmental remediation and clearing of the former scrap metal recycling facility and construction of a maintenance facility near 16th and Elm Streets in the vicinity of the Lower Bee Branch Creek Restoration. In addition to providing work space for City employees assigned to maintaining the Bee Branch Creek Restoration, the facility will provide storage of a boat that will allow access to every foot of the newly created shoreline. It will also provide public restrooms which will double as a storm shelter for people within the greenway in the event that severe weather approaches while they are in the mile-long corridor. Parking will also be provided as part of the project. This multi-pronged project has an estimated cost of \$5,265,000 from Fiscal Year 2022 to 2023.

bb. These activities also include, but are not limited to, the Bee Branch Creek/Comiskey Connection. This project provides for a safe compelling connection between the public greenspace associated with the Bee Branch Creek Restoration Project. Project involves the design and construction of almost a one-half acre of landscaped green space between the two City amenities--Comiskey Park and the Bee Branch Creek linear park. Possible improvements include parking, renovations to the park building to create a "front" door facing 24th Street, trails/walks, and other landscaping features, for an estimated cost of \$310,000 from Fiscal Year 2018 to 2020.

cc. These activities also include, but are not limited to, the updating of a Master Plan for the Historic Millwork District for a total estimated cost of \$50,000 anticipated in Fiscal Year 2023.

dd. These activities also include, but are not limited to, the design, engineering, land acquisition and construction of parking improvements reaching an estimated amount of \$20,000,000 in Fiscal Year 2024 for facilities that are planned. The City also intends to refinance current obligations to construct parking facilities within

the District to achieve savings and to allow flexibility with regard to public/private parking arrangements that will promote economic development and job growth within the region.

ee. These activities include, but are not limited to, settling remediation throughout the ImOn Arena, at an estimated cost of \$4,600,000 in Fiscal Year 2023.

ff. These activities include, but are not limited to, improvements to the dehumidification system for the ImOn Arena, at an estimated cost of \$1,400,000 in Fiscal Year 2026.

gg. These activities include but are not limited to improvements to the Five Flags Center building and its equipment if alternative financing is not available. Funds would be used on the current facility at its current footprint in its current state. Building improvements include, but are not limited to air wall replacement, wood window repairs, painting of the steel exterior, resealing the ballroom floor, remodeling/upgrading concession stands, carpet and tile replacement, locker shower upgrades, stage dimmer light replacement, dressing room upgrades, elevator upgrades, placement, refurbishing the stage floor, restoration of theater seats, painting walls and ceilings, satellite ticket booth, theater counterweight and gris system, roof repairs, lighting upgrades and retrofits and other building needs. Equipment replacement needs include the sound system, floor scrubber, tables and portable chairs, water fountains, popcorn popper, concert lighting, pipe and drape, follow spots, lighting consoles, masking equipment, scoreboard, and other equipment replacements. New equipment necessary includes wireless internet, tech upgrades, and other new equipment. This project has an estimated cost of \$23,404,000 from Fiscal Year 2024 to 2027.

hh. These activities include but are not limited to off-site roadway improvements to the intersection of Kerper Boulevard and Kerper Court. Intersection improvements are necessary for public traffic safety.

ii. These activities include, but are not limited to, Parking Ramp Major Maintenance Repairs at various parking ramps, at an estimated cost of \$10,000,000 from Fiscal Year 2026 to 2029.

jj. These activities include, but are not limited to, construction of the Iowa Amphitheater on Chaplain Schmitt Island at an estimated cost of \$8,700,000 from Fiscal Year 2025 to 2026.

7. Improvement, installation, construction and reconstruction of other public improvements including but not limited to the relocation of overhead utility lines, installation of streetlights, construction of public restrooms and water fountains, installation of benches and other streetscape amenities, landscaping and signage, and

parking meters;

- a. These activities also include, but are not limited to the previously approved design, engineering, and construction of a restroom near the intersection of 5th and Bluff Street that is compliant with the Americans with Disabilities Act, providing an accessible restroom for retail shoppers and all those visiting the area and the nearby tourist attractions.
- b. These activities also include, but are not limited to, the previously approved reconstruction of a retaining wall near the intersection of 18th Street and Central Avenue, at the site of the former Engine House No. 1, for an estimated cost of \$368,000 anticipated from Fiscal Year 2014 to 2018.
- c. These activities also include, but are not limited to, the previously approved replacement of street lights for an estimated cost of \$410,000 between Fiscal Year 2018 and Fiscal 2022.
- d. These activities also include, but are not limited to, the addition of mid-block street lights on new Alliant poles, as well as the provision of LED lights to property owners to install on their buildings, at an estimated cost of \$125,000 from Fiscal Year 2018 to 2022.
- e. These activities also include, but are not limited to, the LED replacement of streetlights throughout the downtown, at an estimated cost of \$115,000 between Fiscal Year 2018 and 2022.
- f. These activities also include, but are not limited to, the replacement of approximately 70 outdated street poles in the downtown, at an estimated cost of \$351,000 from Fiscal Year 2018 to 2022.
- g. These activities also include, but are not limited to, the previously approved reconstruction of the 11th street stairs for an estimated cost of \$25,000 in Fiscal Year 2017.
- h. These activities also include, but are not limited to, the construction of a new entry and open air gathering space at the northwest corner of Comiskey Park, with installation of amenities including benches, fences, lighting, landscaping and updated signage for an estimated cost of \$240,000. The project is anticipated to be complete in Fiscal Year 2018.
- i. These activities also include, but are not limited to, the construction and installation of public restrooms and amenities including new play systems, surfacing, benches, and drinking fountains at Jackson Park for an estimated cost of \$560,000 between Fiscal Year 2019 and 2022.
- j. These activities also include, but are not limited to the replacement of

concrete and painting of rails, light posts and decorative features on planters in the Town Clock Plaza, for an estimate cost of \$100,000 in Fiscal Year 2019 to 2020.

k. These activities also include, but are not limited to, the design, development, and installation of a Welcome to Dubuque sign near the Ice Harbor flood gates, for an estimated cost of \$30,000 in Fiscal Year 2021 to 2022.

l. These activities also include, but are not limited to, the replacement of parking meters, at an estimated cost of \$600,000 from Fiscal Year 2018 to 2022.

m. These activities also include, but are not limited to, the development of a vacant lot at 1401 Elm Street as a Washington Community Gateway, with the installation of flag poles, park lighting, security cameras, perimeter fencing, welcome sign, and drinking fountain, for an estimated cost of \$97,000 from Fiscal Year 2020 to 2022.

n. These activities also include, but are not limited to, the installation of an irrigation system at the Veterans' Memorial site at Miller Riverview Park for an estimated cost of \$10,000 in Fiscal Year 2021.

o. These activities also include, but are not limited to, the implementation of a Smart Parking System, at an estimated cost of \$3,200,000 in Fiscal Year 2026.

8. Acquisition of property through negotiation or eminent domain for public improvements or private development and redevelopment purposes, public or private use;

a. These activities include, but are not limited to, the previously approved buyout of a leasehold interest held by Bowling and Beyond, Inc. on the City owned property at 1860 Hawthorne Street and subsequent renovation, repair or demolition of the same, as determined by the City Council for private redevelopment and use.

b. These activities also include, but are not limited to, acquisition of abandoned, derelict buildings and houses, or acquisition of housing prior to mortgage foreclosure actions. These efforts will be followed by loans to new homeowners up to \$10,000 for down payments and closing costs, and \$25,000 for rehabilitation. The total estimated cost for the project is \$250,000 from Fiscal Year 2016 to 2022.

c. These activities also include, but are not limited to, acquisition of up to forty (40) properties for rehabilitation by Community Housing Initiatives, Inc. (CHI) and resale, in order to increase homeownership in the Washington Neighborhood, at an estimated cost of \$375,000 from Fiscal Year 2018 to 2020.

d. These activities include, but are not limited to, acquisition of real estate

adjacent to Four Mounds Park in order to facilitate the expansion of the Adult HEART program. The total estimate cost is \$400,000 in Fiscal Year 2020.

9. Disposition of land and/or buildings through sale or lease;
 - a. These activities include, but are not limited to, a potential sale of approximately 1.2 acres on the City-owned property at the corner of 5th Street and Ice Harbor Drive.
10. Relocation or elimination of existing private improvements in connection with other public purpose activities;
11. Provision of transportation services;
 - a. These activities include, but are not limited to, the previously approved Downtown Parking Ramp Shuttle Service.
 - b. These activities also include, but are not limited to, matching funds to be used on grants for the design, engineering, and construction needed for the replacement of The Jule's Bus Storage and Maintenance Facility. This project is estimated at a cost of \$261,250 in funding from this Plan in Fiscal Year 2018.
12. Demolition and clearance of deteriorated, obsolescent and blighting structures and other improvements, including but not limited to site preparation for redevelopment purposes, and maintenance of publicly utilized recreational or economic development areas;
 - a. These activities include, but are not limited to, the potential demolition and clearance of structures at 1860 Hawthorne Street.
 - b. These activities also include, but are not limited to, deconstruction and/or rehabilitation of abandoned or derelict buildings and houses.
 - c. These activities also include, but are not limited to, general landscaping and maintenance expenses associated with the Bee Branch Creek Restoration Project.
 - d. These activities include, but are not limited to, the deconstruction of the ABC Supply Building located at 100 South Main Street, at an estimated cost of \$457,000 from Fiscal Year 2025 to 2026.
13. Enforcement of applicable local, state and federal laws, codes and regulations.
 - a. These activities include, but are not limited to, the funding of an assistance program for property owners that provide a 50% matching grant of up to \$5,000,

after tax credits, to make their buildings compliant with the Americans with Disabilities Act, at an estimated cost of \$100,000 from Fiscal Year 2018 to 2022.

b. These activities include, but are not limited to, the funding of fire escape repair and maintenance grants, offering a maximum of \$5,000 in 50% matching funds for property owners per code compliance project to offset costs associated with hiring engineers or other professional services.

14. Contracts with vendors to promote business retention, expansion, recruitment, and workforce development;

a. These activities include, but are not limited to, a contract for service with the Greater Dubuque Development Corporation to promote business retention and expansion, workforce development, new business recruitment and retail expansion in the District.

15. Direct assistance to businesses to incentivize private investment and/or job growth and/or to remediate blighted conditions on undeveloped and underdeveloped properties:

a. These activities include, but are not limited to, property tax rebate agreements with:

- Hilton Hotel Tapestry Collection Project (Chaplain Schmitt Island)
- Hotel Project (Port of Dubuque)

b. These activities also include, but are not limited to, previously approved property tax rebate agreements with:

- 1400 Central, LLC (1400 Central Ave);
- 44 Main, LLC;
- 73 CHS Forwards, LLC (299 Main St.);
- 210 Jones, LLC (210 Jones St.);
- 799 Main, LLC
- Betty Building, LLC (151 E. 9th St.)
- Bonson Block, LLC (356 Main St.);
- Caradco Building, LLLP (900 Jackson St.);
- Chadwick Block, LLC (249 W 1st St.);
- CBDC, LLC (781 Locust St.);
- Cottingham & Butler, Inc. (800 Main St.);
- Dubuque Initiatives – Engine House (1805 Central Ave.);
- Dubuque Initiatives – IBM (700 Locust St.);
- Dubuque Stamping & Mfg Inc. (3190 Jackson St.);
- Dupaco Community Credit Union (1000 Jackson St.);
- Farley & Loetscher, LLC (801 Jackson St.);
- Flexsteel Industries, Inc. (385 Bell St.);
- Franklin Investments, LLC (39 Bluff St.);

- Hartig Realty IV, LLC (703 Main St.);
- HG APT LLC (2901 Central Ave);
- HJD Landlord, LLC (200 Main St.);
- Interstate Building, LLLP (131 W. 10th St.);
- Jackson Street School, LLC (1501 Jackson St.);
- Kenneth Oberbroeckling (253 Main St.);
- Klauer Manufacturing Company
- Limestone Legacy, LLC (1602 Central);
- Marquette Hall, LLC (2222 Queen St.);
- McCoy Group, Inc. (501 Bell St.);
- McGraw Hill Companies, Inc. (501 Bell St.);
- Merge, LLC (480 Ice Harbor Dr);
- Metx, LLC (1690 Elm Street);
- Miller Companies, LLC (744 Main St.);
- Morrison Brothers (E 7th St.);
- Nia Neighborhoods Opportunity Zone Fund, LLC (1398 White St.);
- Nia Neighborhoods Opportunity Zone Fund, LLC (1390 White St.);
- Nottingham Properties, LLC (481 Locust St.);
- Novelty Iron Landlord LLC and The Hotel Dubuque, L.L.C. (333 E. 10th St.);
- Plastic Center, Inc. (426 W. 5th St. and 951/955/965 Main St.);
- Port of Dubuque, LLC (Merge, LLC);
- Port of Dubuque Brewery Dev, LLC (600 Star Brewery Dr.);
- Prairie Farms (3510 Central Ave);
- Roshek Property, LLC (700 Locust St.);
- Rouse & Dean Foundry Building, LLC (990 Washington St);
- Rousselot, Inc. (2350 Kerper Blvd.);
- SS Event Center, LLC (101 E. 15th St.);
- The Victory Café (756 Main St.);
- Union at the Marina, LP; and
- Virtual Velocity, LLC (1199 Central Ave);
- Woodward Communications, Inc. and WHKS & Co., Inc. (801 Bluff St).

c. These activities also include, but are not limited to, previously approved agreements to sell bonds, leveraging tax increment financing on capital improvements for:

- 40 Main, LLC for the development of a three-story building with residential and commercial uses at 40 Main Street.

d. The City expects to consider requests for additional development agreements for projects that are consistent with this Plan, as amended, in the City's sole discretion. Such additional agreements are unknown at this time but based on past history and dependent on development opportunities and climate, the City expects to consider a broad range on incentives as authorized by this Plan, as amended, including, but not limited to, land, loans, grants, tax rebates,

public infrastructure assistance, and other incentives. The costs of such additional development agreements will not exceed \$20,000,000.

16. Direct assistance to support small businesses owned by low-income individuals.

a. These activities include, but are not limited to, low-income small business grants. Grants in the amount of \$3,000 are awarded to eligible businesses for eligible expenses, including but not limited to: business storefront/office space rent, permanent signage, marketing, supplies, and training/technical assistance. Small businesses are able to stabilize operations while undertaking personal and professional development sessions, with the outcome being both short-term and long-term success of the business. The cost of such grants is estimated to be a total of \$250,000 for Fiscal Years 2024 and 2028.

The foregoing public purpose activities may be undertaken throughout the District and are not limited to specific subareas.

All public purpose activities shall be conditioned upon and shall meet the restrictions and limitations placed upon the District by the Plan.

F. PUBLIC BUILDING ANALYSIS

Five projects proposed in this Urban Renewal Plan involve a public building. These projects are: renovation of the Historic Federal Building, major repairs to parking facilities to accommodate ongoing downtown parking needs, construction of a maintenance facility near the Lower Bee Branch, construction of a connection green space between Comiskey Park and Bee Branch, Dubuque Ice Arena settling remediation and building improvements, and Five Flags Center Building Improvements. If these projects are ultimately approved by the City, the City intends to finance a portion of the cost by issuing general obligation bonds and abating a portion of the principal and interest payments from incremental tax revenues within the Area, if available. Under these circumstances, Iowa law requires an analysis of alternative development options and funding for the project and reasons why such options would be less feasible than the use of incremental tax revenues for the project.

Historic Federal Building:

The City is proposing to undertake an interior and exterior renovation of the Historic Federal Building, including the purchase of an adjacent parking lot. This frequently used space serves vital functions, as it houses several County offices, the City's Housing Department, the United States Post Office, and several other offices. The current and potential uses of this facility produce benefits that stretch beyond the City boundaries.

The building will support vital community services and amenities, as described above.

This benefits the community as a whole, including the School District and the County. The renovation of this facility will improve a resource that provides regional and not just city-wide benefits. It is fair and rational that this building be supported by TIF due to its broad benefit to the entire community which extends beyond the City's boundaries.

Downtown Parking Repairs and Maintenance:

The City is proposing to make major repairs to downtown parking facilities. The repaired parking facilities will serve the needs of businesses located within the downtown area and draw consumers to those businesses. Having adequate parking is vital to a productive community and attracting and retaining businesses and trained employees, thus improving the economic activity of the area. Increased economic activity resulting from the increased availability of convenient parking provides increased employment opportunities which sustain the population of mid-sized communities, which benefits the School District and the County as well. The repairs will also provide increased parking for cultural, sporting, recreational and social events in the downtown area, which attract and retain citizens by improving the quality of life for residents, and which draw visitors from the entire region surrounding the City.

Maintenance Facility at Lower Bee Branch:

The area is in need of environmental cleanup after having served as a scrap metal yard for several decades. The City is proposing to mitigate environmental hazards and construct a new maintenance facility which will provide work space for City employees assigned to maintaining the Lower Bee Branch Creek Restoration area and provide storage area for a boat that will allow access to every foot of the newly created shoreline. The facility will also provide public restrooms. Having adequate recreation facilities and maintaining those spaces is vital to attracting and retaining residents, businesses, and trained employees, thus improving the economic activity of the area. The facility would also attract tourists along the hike/bike trail system adjacent to the Bee Branch, and connecting to the trail that leads west to the town of Dyersville, thus serving a large portion of the County. The environmental and recreational benefits of this facility would stretch beyond the City boundaries and provide benefits to residents of both the School District and the County.

Green Space Connection Between Comiskey Park and Bee Branch:

This project will provide improvements adjacent to the Bee Branch and Heritage Trail system, offering green space and possibly parking and renovations to a park building to improve access for visitors from the region as they utilize the trail system. Having adequate recreation facilities is vital to attracting and retaining residents, businesses, and trained employees, thus improving the economic activity of the area, which in turn benefits the School District and County. The existing park building serves as a location for School District and Leisure Services partnerships via reading and other programs and serves to aid in the attraction of tourists along the hike/bike trail system adjacent to the Bee Branch, and connecting to the trail that leads west to the town of Dyersville, thus serving a large

portion of the County. Improvements to the park building, Bee Branch, the Heritage Trail system and the green space around them will ensure these spaces remain usable and attractive for all users, benefitting residents of the City, County, and School District.

Downtown Parking Construction:

The City is proposing to construct a parking facility in the downtown area, accessible to both the business district and the Millwork District. The parking facility will serve the needs of businesses located within the downtown area and draw consumers to nearby retail businesses. Having adequate parking is vital to a productive community and attracting and retaining businesses and trained employees, thus improving the economic activity of the area. Increased economic activity resulting from the increased availability of convenient parking provides increased employment opportunities which sustain the population of mid-sized communities, which benefits the School District and the County as well. The facility will also provide increased parking for cultural, sporting, recreational and social events in the downtown area, which attract and retain citizens by improving the quality of life for residents, and which draw visitors from the entire region surrounding the City.

ImOn Ice Arena:

This project provides for funding to hire contractors to address settling happening throughout the ImOn Ice Arena. The ImOn Ice Center is owned and currently operated by the City. The Arena offers access to a wide range of programming from hockey and figure skating for multiple age brackets to low-cost access for the public to practice or learn to skate. The Arena also hosts the Dubuque Fighting Saints, a USHL Tier 1 junior hockey team bringing travel hockey from across the region to Dubuque. This increase in tourism provided by the Ice Arena serves an additional benefit to the local economy. Settling of floors has been occurring in numerous areas of the building. Initial settling remediation has been completed. Contracted work will occur in the ice arena and other affected areas of the Ice Center. This work is to protect this building asset and the schedule of ice users as outlined in agreements with Northern Lights Hockey. This project supports the City Council propriety of the Schmitt Island Master Plan.

Five Flags Center:

This project provides for improvements to the Five Flags Center building and its equipment if alternative financing is not available. Funds would be used on the current facility at its current footprint in its current state. All improvements have been previously submitted as individual projects with the oldest continuously submitted in the budget process since 2003 and the majority have been submitted and cut from the budget for 12-13 years. The Five Flags Center is a multi-purpose facility in downtown Dubuque. The facility is owned by the City of Dubuque and managed by ASM Global. The Center features an arena with seating capacity of 4,700. The Center is home to the Dubuque Symphony Orchestra, high school musicals, as well as concerts and ballet productions. The arena can be converted for use as an exhibition hall and an ice rink with the removal of an insulated floor laid over the ice. The size and age of the facility have begun to limit revenue. The facility and equipment

upgrades are necessary to protect this downtown asset.

ImOn Arena

This project provides for improvements to the Ice Center's dehumidification system. The current dehumidification system is undersized for the arena and therefore unable to maintain the necessary level of humidity in the air. The result of the underperforming system has been ice degradation. A complete building mechanical assessment is the first step to rectify the issue and is included in this project. This project also provides for replacing the existing undersized dehumidification unit and adding a new air conditioning system. This will provide the facility with increased revenue generating options as more activity options may be offered on a year-round basis. This public building provides social and recreational services to the region while also generating economic activity.

Chaplain Schmitt Island – Iowa Amphitheater

This project provides a local match to a Destination Iowa Grant that would construct the Iowa Amphitheater on Schmitt Island in the location of the former dog kennels for the greyhound racetrack. This project would provide infrastructure and amenities to support economic development growth in the region. Having additional recreational and entertainment opportunities increases tourism to Dubuque resulting in increased sales tax and hotel/motel tax. This project supports the City Council propriety of the Schmitt Island Master Plan.

Alternative Funding Options:

Due to the size and scope of the proposed projects connected to public buildings, multiple funding sources will be required. A portion of the necessary funds for each project is expected to come from state, federal and/or local grants. The City will also consider the use of other funding sources such as private donations, local option sales and services tax revenues, and hotel-motel revenues as may be applicable to the projects. The City also intends to utilize local option sales and services tax revenue for a portion of the Area costs. However, using these fund sources alone may not provide sufficient funds for the projects, without additionally using TIF. Because the proposed public building projects are benefiting County residents and school patrons, in addition to City residents, the use of tax increment is an appropriate funding mechanism because the projects would have regional benefits. Therefore, it is fair for the School District and County to share in the costs of the projects through tax increment revenues financing portions of the projects.

Another alternative funding option for the public building projects identified above would be the issuance of general obligation bonds payable solely by the City's debt service levy (i.e. without using incremental tax revenues). This option would mean that only taxpayers of the City would be responsible for payment of the bonds/notes. Further, the high cost of these improvements, coupled with other projects outlined in the Urban Renewal Plan, combined with limited General Obligation debt capacity for the City makes financing the project entirely through the City's tax levy infeasible. Because the urban renewal projects identified in this public building analysis will have a regional benefit including County residents and school patrons, in addition to the City's taxpayers, the use of tax increment

is an appropriate funding mechanism to cover portions of the project costs.

For all of the aforementioned reasons, the use of tax increment revenue funding in the form of general obligation debt abated by incremental tax revenues, along with use of donations, local option sales and services tax funds, and grants, is the most feasible, fair, and equitable mechanism for funding the projects described above. Alternative development options and funding mechanisms, without the additional use of TIF, have been considered and are deemed less feasible than the use of incremental tax revenues to fund the Projects.

G. DEVELOPMENT AND REDEVELOPMENT REQUIREMENTS

The LAND USE and PLANNING AND DESIGN CRITERIA set forth herein shall apply to any and all District properties the preservation, conservation, development and/or the redevelopment of which is assisted by the City through any of the PUBLIC PURPOSE ACTIVITIES listed above. Attachment B-1 and B-2 identify the existing and proposed land uses within the Greater Downtown Urban Renewal District.

1. LAND USE:

a. Town Clock Subarea: The intent of this Plan is to promote the preservation, conservation, development and redevelopment of a functional, attractively developed environment to further existing office, financial, commercial/retail, cultural, educational, personal and professional services and residential activities within the Town Clock Subarea.

The continued development and enhancement of those land uses permitted within the Downtown Commercial Business District (C-4), the Business District (C-5) and the Office Residential (OR) zones of the City of Dubuque's Zoning Ordinance are encouraged.

b. Town Clock Expansion Subarea: The intent of this Plan is to promote the preservation, conservation, development and redevelopment of a functional, attractively developed environment to further existing office, financial, commercial/retail, cultural, educational, personal and professional services and residential activities within the Town Clock Expansion Subarea.

The continued development and enhancement of those land uses permitted within the Downtown Commercial Business District (C-4), the Business District (C-5) and the Office Residential (OR) zones of the City of Dubuque's Zoning Ordinance are encouraged.

c. Old Main Subarea: The intent of this Plan is to promote private investment and reinvestment in a variety of commercial/retail, entertainment and residential uses while furthering existing commercial/retail, personal and professional services, entertainment and residential activities within the Old Main Subarea.

The continued development and enhancement of those land uses permitted within the Downtown Commercial Business District (C-4) and Business District (C-5) zones of the City of Dubuque's Zoning Ordinance are encouraged.

d. Upper Main Subarea: The intent of this Plan is to promote the preservation, conservation, development and redevelopment of this downtown neighborhood of residential, office and commercial/retail uses.

The continued development and enhancement of those land uses permitted within the Downtown Commercial Business District (C-4), the Business District (C-5), the Office Residential (OR) and Office Service (OS) zones of the City of Dubuque's Zoning Ordinance are encouraged.

e. Ice Harbor Subareas A, B, and C: The intent of this plan is to encourage a mix of residential, commercial/retail, recreational and educational uses in these Subareas. An adopted Planned Unit Development ordinance shall regulate land uses and zoning the Ice Harbor Subareas A, B and C.

f. Warehouse Subarea: The intent of this Plan is to promote the preservation, conservation, development and redevelopment of this downtown neighborhood for residential, office and commercial/retail uses.

g. South Main Subarea: The intent of this Plan is to promote the preservation, conservation, development and redevelopment of this downtown neighborhood for residential, office and commercial/retail uses.

h. South Port Subarea: The intent of this plan is to encourage a mix of residential, commercial/retail, recreational and educational uses in this Subarea. An adopted Planned Unit Development ordinance shall regulate land uses and zoning in a portion of the Subarea.

i. Cable Car Subarea: The intent of this Plan is to promote the preservation, conservation, development and redevelopment of this downtown neighborhood for residential, office and commercial/retail uses.

j. Bluff Street Subarea: The intent of this Plan is to promote the preservation, conservation, development and redevelopment of this downtown neighborhood for residential, office and commercial/retail uses.

k. South Bluff Street, University Avenue Corridor, and West Locust Corridor Subareas: The intent of this Plan is to promote the preservation, conservation, development and redevelopment of these neighborhoods for residential, office and commercial/retail uses.

l. Kerper Boulevard, Washington Neighborhood, Industrial Harbor, East 7th

Street, Chaplain Schmitt, North End, and Dubuque Brewing & Malting Subareas: The intent of this Plan is to promote the preservation, conservation, development and redevelopment of these downtown neighborhoods for residential, office, commercial/retail, and industrial uses.

m. North Kerper, and Quebecor Subareas: The intent of this Plan is to promote the preservation, conservation, development and redevelopment of these downtown neighborhoods for office, commercial and industrial uses.

n. Harrison Street Subarea: The intent of this Plan is to promote the preservation, conservation, development and redevelopment of a functional, attractively developed environment to promote office, commercial and industrial uses.

o. Holy Ghost, Almond Street, and Lower Kaufmann Subareas: The intent of this Plan is to promote the preservation, conservation, development, and redevelopment of these downtown neighborhoods for residential uses.

p. 15th Street Subarea: Although currently zoned as heavy industrial, the intent of this Plan is to promote its redevelopment as a functional, attractive environment for recreational, office and public storage uses.

q. North Peru Road Subarea: Although currently zoned as agricultural, the intent of this Plan is to provide additional City park uses.

r. Stafford Street Subarea: Although currently zoned as Neighborhood Commercial District, the intent of this Plan is to provide for additional commercial uses.

s. Roosevelt Street Subarea: The intent of this Plan is to promote the preservation, conservation, development and redevelopment of these downtown neighborhoods for office, commercial and industrial uses.

t. Hawthorne Street Subarea: The intent of this Plan is to promote the preservation, conservation, development and redevelopment of these downtown neighborhoods for residential uses.

u. Locust Street Subarea: The intent of this Plan is to promote the preservation, conservation, development and redevelopment of these downtown neighborhoods for residential, office, and commercial uses.

2. PLANNING AND DESIGN CRITERIA:

a. Town Clock, Town Clock Expansion, Old Main, Upper Main, Warehouse, South Main, Cable Car, Bluff Street, South Bluff Street, University Avenue Corridor, and Lower Kaufmann Subareas: The planning and design criteria to be

used to guide the physical development and redevelopment of the Town Clock, Town Clock Expansion, Old Main, Upper Main, Warehouse, South Main, Cable Car, Bluff Street, South Bluff Street, University Avenue Corridor, and Lower Kaufmann Subareas are those standards and guidelines contained within the City of Dubuque's Unified Development Code, Downtown Design Guidelines, and other applicable local, state and federal codes and ordinances subject to the conditions contained in this subsection.

b. Ice Harbor Subareas A, B, C and South Port: The planning and design criteria to be used to guide the physical development and redevelopment of the Ice Harbor Subareas A, B, C and South Port shall be the Port of Dubuque Master Plan Design Standards, which is on file at the Dubuque City Clerk's Office as well as the City of Dubuque's Unified Development Code.

c. North Kerper, Quebecor, Kerper Boulevard, Washington Neighborhood, Industrial Harbor, East 7th Street, Chaplain Schmitt, Harrison Street, Holy Ghost, Almond Street, North End, West Locust Corridor, Dubuque Brewing & Malting, 15th Street, Stafford Street, Roosevelt Street, Hawthorne Street, and Locust Street Subareas: The planning and design criteria to be used to guide the physical development and redevelopment of the North Kerper, Quebecor, Kerper Boulevard, Washington Neighborhood, Industrial Harbor, East 7th Street, Chaplain Schmitt, Harrison Street, Holy Ghost, Almond Street, North End, West Locust Corridor, Dubuque Brewing & Malting, 15th Street, Stafford Street, Roosevelt Street, Hawthorne Street, and Locust Street Subareas are those standards and guidelines contained within the City of Dubuque's Unified Development Code, and other applicable local, state and federal codes and ordinances subject to the conditions contained in this subsection.

d. Historic Preservation Commission Review: Additionally, the Secretary of the Interior's *Standards for Rehabilitation and Guidelines for Rehabilitating Historic Structures* shall be used to guide the exterior modifications of historic and architecturally significant properties financed in whole or in part by the City of Dubuque and the improvement, installation, construction or reconstruction of public improvements in the District. Said projects may be reviewed by the Historic Preservation Commission for compliance with the above referenced standards.

e. Off-Premise Signage: No off-premise signage shall be allowed in the Ice Harbor Subareas A and B.

f. Overhead Utility Lines: No new overhead utility lines shall be installed within the District where underground placement is feasible.

H. LAND ACQUISITION AND DISPOSITION

The City is prepared to acquire and dispose of property in support of the preservation, conservation, development and redevelopment of the District within the parameters set

forth below.

1. Land Acquisition: The City may acquire property for private development or redevelopment by contractual agreement or by right of eminent domain. The City reserves the right to acquire, by negotiation or eminent domain, property rights required for the construction or reconstruction of streets and public utilities, or any other public facility or improvement.

2. Land Disposition: Publicly held land will be sold or leased for the development of viable uses consistent with this Plan, and not for purposes of speculation.

Land will be disposed of in accordance with the requirements set forth in Chapter 403 of the Iowa Code, Urban Renewal Law. Developers and redevelopers will be selected on the basis of the quality of their proposals and their ability to carry out such proposals while complying with the requirements of this Plan.

Developers and redevelopers will be required by contractual agreement to observe the Land Use Requirements and Planning and Design Criteria of this Plan. The contract and other disposition documents will set forth the provisions, standards and criteria for achieving the objectives and requirements outlined in this Plan.

I. RELOCATION REQUIREMENTS

Relocation assistance in accordance with applicable provisions of Chapter 316 of the Iowa Code, Highway Relocation Assistance Law, will be provided in the event that an existing business or residence is displaced by publicly supported development or redevelopment activities.

J. FINANCING ACTIVITIES

To meet the OBJECTIVES of this Plan and to encourage the development and redevelopment of the District and private investment therein, the City of Dubuque is prepared to provide financial assistance to qualified industries, businesses and housing developers through the making of loans or grants under Chapter 15A of the Iowa Code and through the use of tax increment financing under Chapter 403 of the Iowa Code.

1. Chapter 15A Loan or Grant: The City has determined that the making of loans or grants of public funds to qualified industries, businesses and housing developers is necessary to aid in the planning, undertaking and completion of urban renewal projects authorized under this Plan within the meaning of Section 384.24(3)(q) of the Iowa Code. Accordingly, in furtherance of the objectives of this Plan, the City may determine to issue bonds or loan agreements, in reliance upon the authority of Section 384.24A, Section 384.24(3)(q), Section 403.12 (general obligation bonds) or Section 403.9 (tax increment bonds), for the purpose of making loans or grants of public funds to qualified entities located within the District. Alternatively, the City may determine to use available funds for the making of such loans or grants. In determining qualifications of recipients and

whether to make any such individual loans or grants, the City shall consider one or more of the factors set forth in Section 15A.1 of the Iowa Code on a case-by-case basis.

2. Tax Increment Financing: The City is prepared to utilize tax increment financing, authorized under Iowa Code Section 403.19 and current City ordinance, as a means of financing eligible costs incurred to implement the Public Purpose Activities identified in Section E of this Plan. Bonds or loan agreements may be issued by the City under the authority of Section 403.9 of the Iowa Code (tax increment bonds) or Section 384.24A, Section 384.24(3)(q) and Section 403.12 (general obligation bonds).

The City acknowledges that the use of tax increment revenues delays the ability of other local taxing bodies to realize immediately the direct tax benefits of new development in the District. The City believes, however, that the use of tax increment revenues to finance the public improvements and to promote private investment in the District is necessary in the public interest to achieve the OBJECTIVES of this Plan. Without the use of this special financing tool, new investment may not otherwise occur or may occur within another jurisdiction. If new development does not take place in Dubuque, property values could stagnate and the City, County and School District may receive less taxes during the duration of this Plan than they would have if this Plan were not implemented.

Tax increment financing will provide a long-term payback in overall increased tax base for the City, County, and Dubuque Community School District. The initial public investment required to generate new private investment will ultimately increase the taxable value of the District well beyond its existing base value.

Tax increment reimbursement may be sought for any of the eligible costs incurred by the City in connection with any of the Public Purpose Activities described in Section E of this Plan, including but not limited to the following:

- a. Planning and administration of the Plan consistent with the provisions of Section 403.6 and Section 403.12 including, but not limited to, staffing and personnel related expenses such as salary incurred by the economic development, engineering, water, and planning departments and other City personnel related to and supporting economic development and urban renewal projects within the District, in an amount not to exceed \$50,000 annually;
- b. Construction of any of the public improvements, amenities and facilities described in Section E of this Plan or otherwise contemplated by the Plan within the District, including pre-development planning, environmental assessment and remediation, feasibility analysis and engineering costs;
- c. Acquisition, installation, maintenance and replacement of public improvements throughout the District including but not limited to streetlights, benches, landscaping, appropriate signage and rest rooms;
- d. Acquisition of land and/or buildings and preparation of same for sale to

private developers, including any "write down" of the sale price of the land and/or building;

e. Preservation, conservation, development or redevelopment of buildings or facilities within the District to be sold or leased to qualifying for-profit and not-for-profit organizations, developers and businesses;

f. Loans or grants to qualified entities under Chapter 15A of the Iowa Code, including debt service payments on any bonds issued to finance such loans or grants, for purposes of expanding the business or activity, or other qualifying loan programs established in support of the Plan; and

g. Providing the matching share for a variety of local, state and federal grants and loans.

h. Any of the costs incurred in connection with any of the PUBLIC PURPOSE ACTIVITIES described in Part E of this Plan.

3. Proposed Amount of Indebtedness: At this time, the extent of improvements and new development within the District is only generally known. As such, the amount and duration for use of the tax increment revenues for public improvements and/or private development can only be estimated; however, the actual use and amount of tax increment revenues to be used by the City for District activities will be determined at the time specific development is proposed, and approved by the City Council.

The estimated project costs are estimates only and will be incurred and spent over a number of years. In no event will the City's debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the District. Subject to the foregoing, it is estimated that the cost of the eligible urban renewal projects as described above and the outstanding indebtedness will be approximately \$111,109,904. This total does not include financing costs related to debt issuance, which will be incurred over the life of the Area.

The City of Dubuque's current indebtedness subject to the statutory debt limit is \$105,280,288 (a list of the outstanding obligations is found as Attachment C) and the current statutory debt limit is \$262,722,395.

K. STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform with state and local laws have been complied with by the City of Dubuque in the implementation of this Plan and its supporting documents.

L. DURATION OF APPROVED URBAN RENEWAL PLAN

This Plan shall continue in effect until terminated by action of the City Council, but in no event shall terminate before the City of Dubuque has received full reimbursement from all incremental taxes for its advances and principal and interest payable on all Tax Increment Financing or general obligations issued to carry out the OBJECTIVES of the Plan. However, the use of tax increment financing revenues by the City for the public purpose activities carried out under this Plan shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law. The East 7th Street, Kerper, North Kerper, Quebecor, Stafford Street, and Roosevelt Street Subareas are currently subject to a statutory limitation on the collection of tax increment revenue from those Subareas.

The DEVELOPMENT AND REDEVELOPMENT REQUIREMENTS established, or as amended from time to time by the City of Dubuque Zoning Ordinance, shall remain in effect in perpetuity.

M. SEVERABILITY

In the event one or more provisions contained in this Plan shall be held for any reason to be invalid, illegal, unauthorized or unenforceable in any respect, such invalidity, illegality, lack of authorization or unenforceability shall not affect any other provision of this Plan and this Plan shall be construed and implemented as if such provision had never been contained herein.

N. AMENDMENT OF APPROVED URBAN RENEWAL PLAN

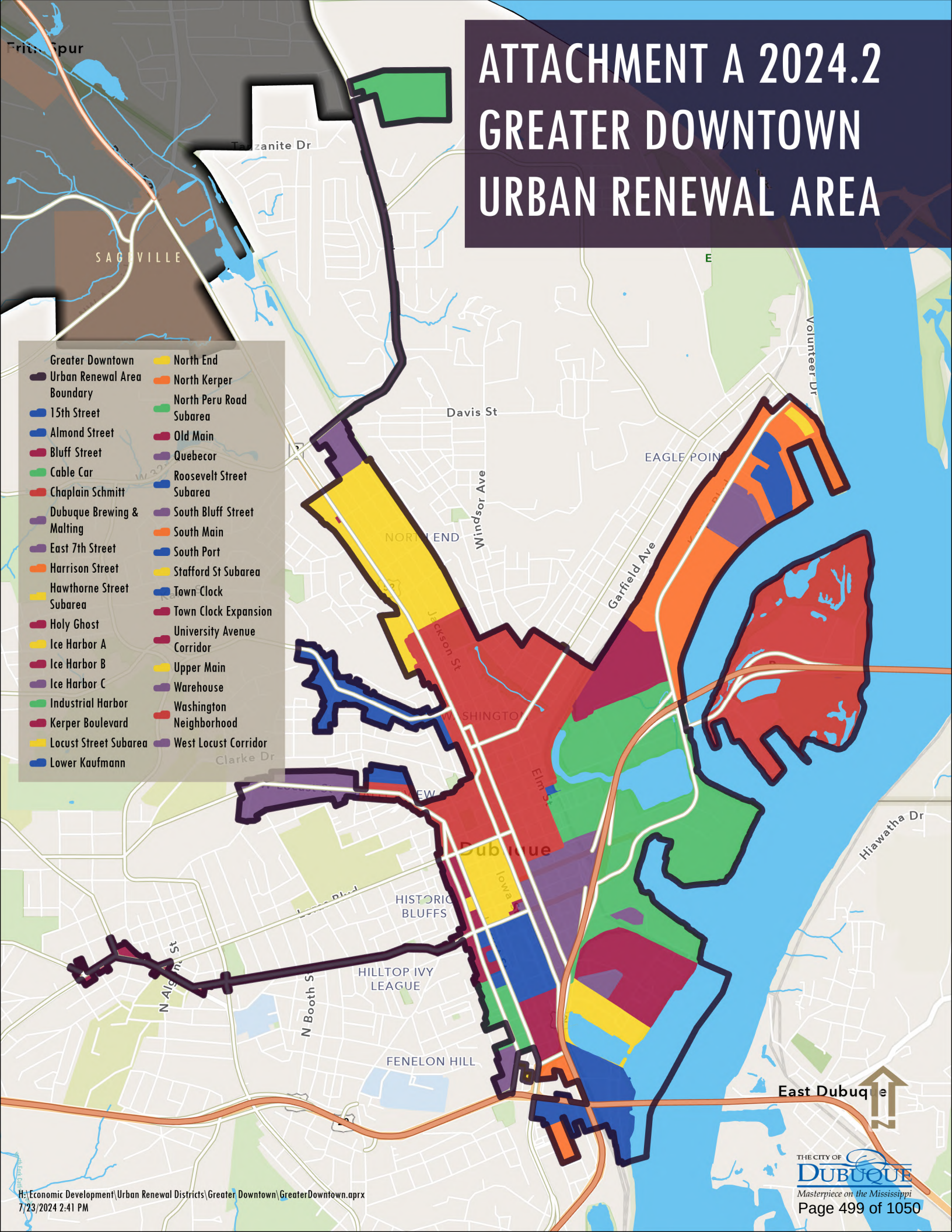
This Plan may be amended from time to time to respond to development opportunities. Any such amendment shall conform to the requirements of Chapter 403 of the Iowa Code, Urban Renewal Law. Any change effecting any property or contractual right can be effectuated only in accordance with applicable state and local law.

O. ATTACHMENTS

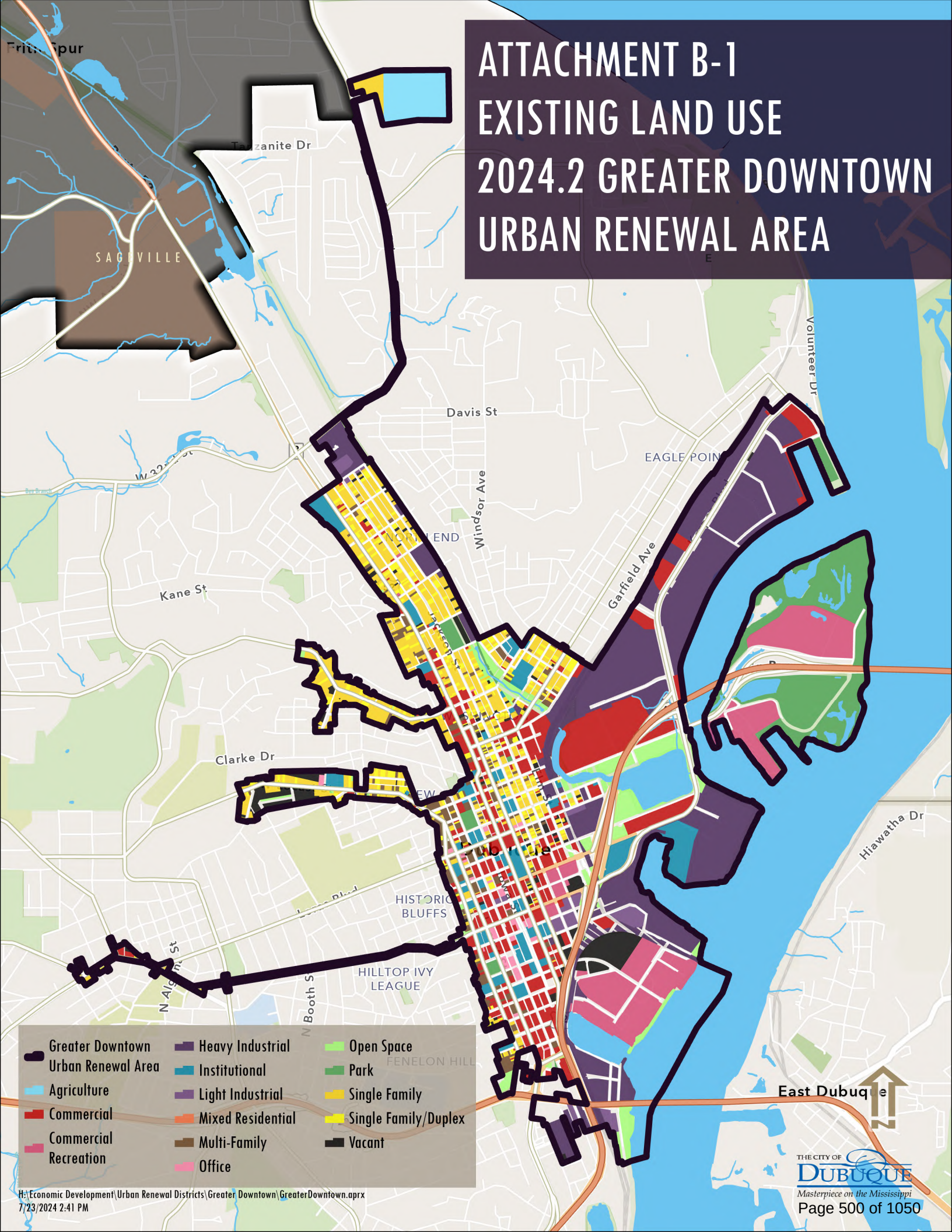
The following attachments are a part of this Plan and are on file at the Dubuque City Clerk's Office:

- A Subarea Map
- B Land Use Maps
- B-1 Existing Land Use Map
- B-2 Proposed Land Use Map
- C List of General Obligation Debt
- D District Boundary Description by Subarea

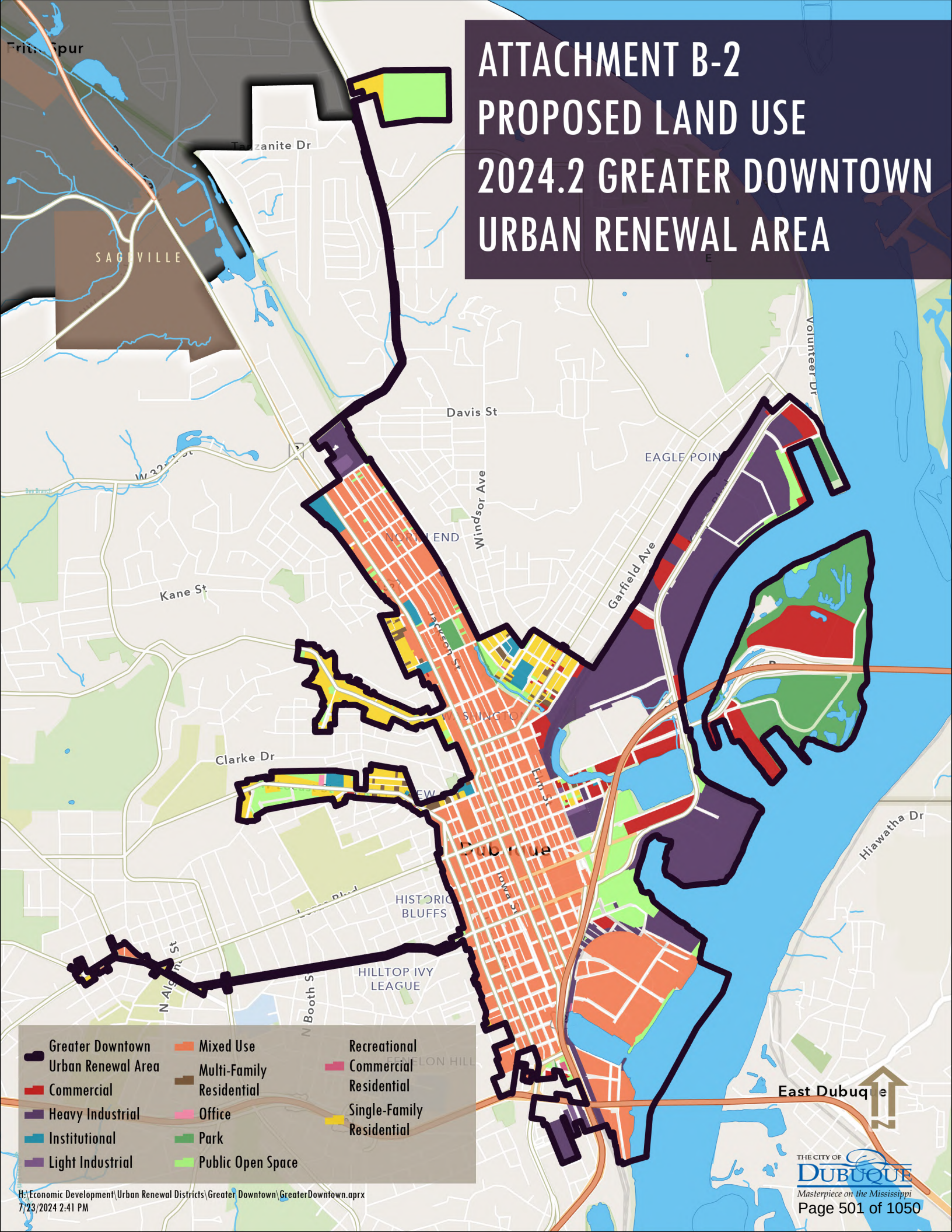
ATTACHMENT A 2024.2 GREATER DOWNTOWN URBAN RENEWAL AREA



ATTACHMENT B-1 EXISTING LAND USE 2024.2 GREATER DOWNTOWN URBAN RENEWAL AREA



ATTACHMENT B-2 PROPOSED LAND USE 2024.2 GREATER DOWNTOWN URBAN RENEWAL AREA



- | | | |
|-------------------------------------|--------------------------|---------------------------|
| Greater Downtown Urban Renewal Area | Mixed Use | Recreational |
| Commercial | Multi-Family Residential | Commercial Residential |
| Heavy Industrial | Office | Single-Family Residential |
| Institutional | Park | |
| Light Industrial | Public Open Space | |

City of Dubuque
Summary of Bonded Indebtedness

Description	Date of Issue	Average Interest Rate	Year of Final Payment	Amount of Issue	Principal Outstanding 6/30/24	Principal Due FY 2025	Interest Due FY 2025	Principal Outstanding 6/30/25
General Obligation Bonds (Essential Corporate Purpose)								
Airport New Terminal Furnishings ST20%	6/2/21	2.00%	2026	25,000	10,149	5,049	203	5,100
Airport Improvements Refunding ST20%	4/17/17	3.00%	2030	282,200	140,600	24,800	4,218	115,800
Airport Improv - PFC Refunding	6/2/21	2.00%	2032	1,353,033	1,016,721	118,332	20,334	898,389
Airport Improv - Sales Tax 20% Ref	6/2/21	2.00%	2032	10,000	—	—	—	—
Airport Terminal Utility Improv - PFC Ref	6/2/21	2.00%	2034	490,000	385,000	35,000	7,700	350,000
Airport New Terminal Roads ST20%	4/4/16	2.79%	2036	635,927	402,851	31,652	11,636	371,199
Airport Recon Taxiway Alpha - FY24 ST20%	Future	4.50%	2044	132,489	132,489	2,158	5,480	130,331
Airport Improvements - FY25 ST20%	Future	4.50%	2045	500,386	—			500,386
Building- Conf Center Energy ST20%	6/20/19	3.00%	2027	187,136	71,808	23,936	2,154	47,872
Building 18th Street Improv Sales Tax 20%	3/19/18	3.05%	2026	391,913	109,190	52,645	3,386	56,545
Building City Hall Brickwork Sales Tax 20%	6/20/19	3.00%	2027	236,448	94,989	30,660	6,274.8	64,329
Building Smart Meters Refunding ST20%	4/17/17	3.00%	2030	45,400	22,600	4,000	678	18,600
Building Federal Bldg Roof Sales Tax 20%	4/4/16	2.79%	2035	268,404	170,031	13,359	4,911	156,672
Building 2nd Floor Engine House 1 - ST20%	8/1/23	4.70%	2043	207,113	207,113	6,821	9,902	200,292
Civic Center Improvements - Sales Tax 20%	6/20/19	3.00%	2027	323,146	129,818	41,902	8,576	87,916
Civic Center Chair Platform S3 ST20%	6/20/19	3.00%	2027	59,340	22,770	7,590	683	15,180
DICW Expansion - South Siegert Farm	3/19/18	3.05%	2026	239,534	66,735	32,176	2,070	34,559
DICW North Siegert Refunding	4/17/17	3.00%	2029	1,285,000	595,000	115,000	17,850	480,000
DICW Expansion Consult Refund 2012H	6/2/21	2.00%	2032	95,580	71,508	8,142	1,430	63,366
DICW Exp S Siegert Ref Taxable	6/2/21	2.00%	2032	2,498,375	1,877,375	218,500	37,548	1,658,875
DICW Exp South Siegert Farm Non-tax	6/20/19	3.00%	2032	305,357	203,271	24,333	4,980	178,938
DICW Refund 2014C Taxable	6/2/21	2.00%	2034	1,145,000	910,000	85,000	18,200	825,000
DICW Webber Property	6/29/22	4.07%	2042	5,500,000	5,500,000	95,000	234,513	5,405,000
DICWChavenelle Road - FY21 Non-Taxable	6/2/21	2.00%	2041	1,265,000	1,155,000	60,000	23,100	1,095,000
DICW Develop McFadden Property - FY24	Future	4.50%	2044	1,788,800	1,788,800	29,131	73,990	1,759,669
DICW Development of McFadden - FY25	Future	4.50%	2045	2,274,963			—	2,274,963
E911 Tower Relocation - Sales Tax 20%	6/20/19	3.00%	2027	141,869	56,993	18396	3765	38,597
Finance General Ledger Software ST20%	6/2/21	2.00%	2041	244,239	216,288	10,648	4,326	205,640
Finance General Ledger Software ST20%	6/29/22	4.07%	2042	420,457	401,747	18710	17016	383,037
Fire Station #4 Improvements - Gaming	6/20/19	3.00%	2027	188,054	62,254	20,732	4,243	41,522
Recreation ST20% 10 Yr Refunding 2014B	6/2/21	2.00%	2025	51,545	13,078	13,078	262	—
Airport ST20% 10 Yr Refunding 2014B	6/2/21	2.00%	2025	28,182	7,151	7,151	143	—
Building ST20% 10 Yr Refunding 2014B	6/2/21	2.00%	2025	87,596	22,227	22,227	445	—
Transit ST20% 10 Yr Refunding 2014B	6/2/21	2.00%	2025	11,407	2,895	2,895	58	—
Fire Station #2 ST20% 10 yr Refund 2014B	6/2/21	2.00%	2025	91,227	23,149	23149	463	—
Park Imp ST20% 10 yr Refund 2014B	6/2/21	2.00%	2025	35,046	8,893	8,893	178	—
Fire Truck Refunding - Debt Service Levy	4/17/17	3.00%	2030	951,500	474,400	83,700	14,232	390,700
Fire Station #2 ST20% 20 yr Refund 2014B	6/2/21	2.00%	2034	85,217	74,042	5,096	1,481	68,946
Park Imp ST20 20% yr Refund 2014B	6/2/21	2.00%	2034	124,780	108,416	7,462	2,168	100,954
Fire Ambulance Replacement ST20%	4/17/17	3.00%	2030	230,000	120,000	20,000	3,600	100,000
Fire Structural Repairs 5&6 ST20%	6/20/19	3.00%	2039	448,875	448,875		13,466	448,875
Fire Ladder/Pumper / HVAC ST20%	6/2/21	2.00%	2041	810,153	717,438	35,320	14,349	682,118
Fire Ladder/Pumper/Ambulance ST20%	6/29/22	4.07%	2042	1,924,543	1,843,253	81,290	73,928	1,761,963

Description	Date of Issue	Average Interest Rate	Year of Final Payment	Amount of Issue	Principal Outstanding 6/30/24	Principal Due FY 2025	Interest Due FY 2025	Principal Outstanding 6/30/25
Fire HVAC Headquarters Sales Tax 20%	8/1/23	4.70%	2043	188,576	188,576	6,211	9,016	182,365
Fire Ladder/Pumper Replac ST20%	Future	4.50%	2044	2,090,000	2,090,000	34,036	86,449	2,055,964
Fire Ambulance - FY24 ST20%	Future	4.50%	2044	344,000	344,000	5,602	14,229	338,398
Fire HVAC - FY24 ST20%	Future	4.50%	2044	442,645	442,645	7,209	18,309	435,436
Fire Equip Replacement - FY25 ST20%	Future	4.50%	2045	969,342			—	969,342
Fire Station Improvements - FY25 ST20%	Future	4.50%	2045	1,320,900			—	1,320,900
Fire Training Burn Tower Imp FY25 ST20%	Future	4.50%	2045	466,676			—	466,676
Franchise Fee Settlement Levy	4/4/16	2.93%	2035	2,830,000	1,760,000	145,000	53,906	1,615,000
GDTIF Colts Building Renovation	6/20/19	3.00%	2039	1,575,000	1,370,000	75,000	41,100	1,295,000
GDTIF - Parks Jackson/Clock Non-Taxable	6/2/21	2.00%	2041	535,000	535,000	—	10,700	535,000
GDTIF - DT Parking Ramp - FY21	6/2/21	2.00%	2036	880,167	822,171	61,407	16,443	760,764
GDTIF Eng Dock Expansion - FY21	6/2/21	2.00%	2036	409,833	382,828	28,593	7,657	354,235
GDTIF DT Parking Ramp - FY22	6/29/22	4.07%	2042	975,000	975,000	40,000	41,453	935,000
GDTIF Docks/Five Flags AC - FY22	6/29/22	4.07%	2042	745,000	745,000	30,000	31,668	715,000
GDTIF Central/Parking Ramp/Five Flags	8/1/23	4.70%	2043	1,080,000	1,080,000	35,000	51,683	1,045,000
GDTIF Smart Parking - FY24	Future	4.50%	2044	1,217,500	1,217,500	19,827	50,359	1,197,673
GDTIF Ramp Major Maintenance - FY24	Future	4.50%	2044	270,777	270,777	4,410	11,200	266,367
GDTIF Iowa Amphitheater - FY24	Future	4.50%	2044	3,000,000	3,000,000	105,455	122,794	2,894,545
GDTIF Iowa Amphitheater - FY25	Future	4.50%	2045	285,000	—			285,000
GDTIF ABC Supply Building - FY25	Future	4.50%	2045	457,000	—			457,000
GDTIF Smart Parking - FY25	Future	4.50%	2045	1,957,000	—			1,957,000
GDTIF Ramp Major Maintenance - FY25	Future	4.50%	2045	6,053,000	—			6,053,000
GDTIF Federal Building Renovation - FY25	Future	4.50%	2045	533,000	—			533,000
GDTIF Downtown Housing Refunding	4/17/17	3.00%	2030	2,120,000	1,140,000	170,000	36,805	970,000
GDTIF Millwork District Refunding	4/17/17	3.00%	2030	2,080,000	1,075,000	165,000	32,250	910,000
GDTIF - 7th St/2-Way Conversion Ref	6/2/21	2.00%	2031	3,204,576	2,329,252	307,847	46,585	2,021,405
GDTIF - Intermodal 2012A Refunding	6/2/21	2.00%	2031	2,545,000	1,845,000	240,000	36,900	1,605,000
GDTIF 5th St Restroom/MFC 2012H Ref	6/2/21	2.00%	2032	1,254,420	938,492	106,858	18,770	831,634
GDTIF Wash Neigh Refunding Taxable	6/2/21	2.00%	2032	493,592	370,904	43,168	7,418	327,736
GDTIF 2014C Taxable Refunding	6/2/21	2.00%	2034	5,385,000	4,275,000	390,000	85,500	3,885,000
GDTIF 2014B Refunding	6/2/21	2.00%	2034	155,000	125,000	10,000	2,500	115,000
Library Improvements - Sales Tax 20%	6/20/19	3.00%	2022	39,408	15,831	5,110	1,046	10,721
Library Improv Sales Tax 20% Ref 2012E	6/2/21	2.00%	2027	84,526	42,893	14,156	858	28,737
Park Improvements - Sales Tax 20%	6/20/19	3.00%	2027	47,290	18,998	6,132	1,255	12,866
Park Water System Study Ref ST20%	4/17/17	3.00%	2030	60,000	29,900	5,300	738	24,600
Park Ham House - Sales Tax 20%	4/4/16	2.79%	2035	200,668	127,120	9,988	3,672	117,132
Park Skate Park ST20%	6/20/19	3.00%	2027	613,524	235,422	78,474	7,063	156,948
Parking Port of Dubuque Parking Ramp	3/19/18	3.05%	2026	373,553	104,075	50,179	3,228	53,896
Parking Central Ave Ramp Refunding	4/17/17	3.00%	2030	6,380,000	2,990,000	560,000	89,700	2,430,000
Parking Iowa Street Ramp Improvements	3/19/18	2.91%	2031	45,516	26,955	3,453	809	23,502
Parking Locust Ramp Security Cameras	6/20/19	3.00%	2033	126,054	77,444	9,733	1,992	67,711
Parking Improvements Refunding 2014B	6/2/2021	2.00%	2034	125,000	95,000	10,000	1,900	85,000
Parking Improv Taxable Refunding 2014C	6/2/21	2.00%	2034	220,000	175,000	15,000	3,500	160,000
Police CAD Software - Gaming Ref	6/2/21	2.00%	2030	160,000	110,000	20,000	2,200	90,000
Public Works Equip Ref RUT	4/17/17	3.00%	2030	392,000	195,400	34,500	5,862	160,900
Public Works Radio Replacement ST20%	3/19/18	2.91%	2028	110,000	45,606	10,732	1,368	34,874
PW Curb Ramp/Eng St Improv Ref ST30%	6/2/21	2.00%	2034	885,000	710,000	65,000	14,200	645,000
Rec Imp Sales Tax 20% Refunding 2012E	6/2/21	2.00%	2028	7,572	4,391	1,082	88	3,309
Rec Ice Center Settling Sales Tax 20%	8/1/23	4.70%	2043	4,614,310	4,614,310	151,968	220,619	4,462,342
Sanitary Improvements Refunding	4/17/17	3.00%	2030	660,000	340,000	50,000	10,200	290,000
Sanitary Sewer Improvements	3/19/18	2.91%	2031	1,030,009	609,965	78,146	18,300	531,819
Sanitary Forcemain Refunding 2012E	6/2/21	2.00%	2032	376,122	275,965	33,031	5,519	242,934
Sanitary Sewer Improvements	6/20/19	3.00%	2033	1,124,412	740,381	82,733	16,932	657,648
Sanitary Sewer Imp Refunding 2014B	6/2/21	2.00%	2034	4,390,000	3,475,000	315,000	69,500	3,160,000
Sanitary Sewer Improvements	4/4/16	2.79%	2035	2,405,000	1,525,000	120,000	44,006	1,405,000
Solid Waste Collection Refunding	4/17/17	3.00%	2030	51,300	25,600	4,500	768	21,100
Solid Waste Collection	3/19/2018	2.91%	2031	27,447	16,254	2,082	488	14,172

Description	Date of Issue	Average Interest Rate	Year of Final Payment	Amount of Issue	Principal Outstanding 6/30/24	Principal Due FY 2025	Interest Due FY 2025	Principal Outstanding 6/30/25
Solid Waste Collection - FY24	Future	4.50%	2044	148,000	148,000	2,410	6,122	145,590
Solid Waste Collection - FY25	Future	4.50%	2045	873,700	—	—	—	873,700
Stormwater Refunding	4/4/16	2.91%	2028	6,270,000	1,200,000	440,000	36,000	760,000
Stormwater Improvements Refunding	4/17/17	3.00%	2030	2,015,000	1,000,000	165,000	30,000	835,000
Stormwater Improvements	3/19/18	2.91%	2031	1,714,542	1,015,356	130,081	30,460	885,275
Stormwater Improv Refunding 2012B	6/2/21	2.00%	2031	1,115,424	810,748	107,153	16,215	703,595
Stormwater Improv Refunding 2012E	6/2/21	2.00%	2032	77,131	56,592	6,774	1,132	49,818
Stormwater Improvements	6/20/19	3.00%	2033	290,796	193,576	19,467	3,984	174,110
Stormwater Upper Bee Branch SRF GO NA	4/30/21	1.18%	2037	22,138,000	17,378,398	1,227,000	248,806	16,151,398
Streetlight Replacement Refunding - ST	4/17/17	3.00%	2030	4,900	2,500	400	75	2,100
Street FEMA Land Buyout - Gaming	6/20/19	3.00%	2027	64,901	25,428	8,468	1,733	16,960
Street Fiber/Sidewalk/Lights Refunding RUT	4/17/17	3.00%	2030	258,600	129,000	22,800	3,870	106,200
Street Southwest Arterial	3/19/18	2.91%	2031	771,557	456,920	58,537	13,708	398,383
Street Southwest Arterial - Refunding 2012E	6/2/21	2.00%	2032	827,747	643,857	67,486	12,877	576,371
Transit Radio Replacement ST20%	3/19/18	2.91%	2028	95,000	39,392	9,268	1,182	30,124
Transit Midtown Transfer ST20%	6/20/19	3.00%	2039	216,125	216,125	—	6,484	216,125
Transit Vehicle Replacement ST20%	6/2/21	2.00%	2041	780,609	691,275	34,032	13,826	657,243
Water System Improvements	3/19/18	2.91%	2031	1,155,930	684,546	87,700	20,536	596,846
Water Improv Refunding 2012E	6/2/21	2.00%	2032	369,768	271,303	32,473	5,426	238,830
Water System Improvements	6/20/19	3.00%	2033	1,323,107	871,017	97,333	19,920	773,684
Water System Improv Refunding 2014B	6/2/21	2.00%	2034	7,470,000	5,915,000	535,000	118,300	5,380,000
Water System Improvements	4/4/16	2.79%	2035	635,000	405,000	30,000	11,688	375,000
Total General Obligation Bonds				146,447,786	95,787,605	8,292,237	2,615,789	103,186,336
Less Annual Appropriation G.O.				—	(15,902,592)	—	—	(14,675,138)
Total G.O. Bonds Subject to Debt Limit				146,447,786	79,885,013	8,292,237	2,615,789	88,511,198

Tax Increment

Port of Dubuque Parking Ramp	10-16-07	7.5000%	2037	23,025,000	16,350,000	785,000	1,226,250	15,565,000
Total Tax Increment Bonds				23,025,000	16,350,000	785,000	1,226,250	15,565,000
Total Tax Increment				23,025,000	16,350,000	785,000	1,226,250	15,565,000

TIF bond issue for the Port of Dubuque Parking Ramp backed by Greater Downtown TIF & a minimum assessment agreement

Tax Increment**Economic Development TIF Rebate Agreements**

Medline (DICW)	11/19/07	Rebate	2031	1,600,279	416,629	416,629	—	416,629
Simmons Pet Food (DICW)	12/9/20	Rebate	2030	397,918	436,111	436,111	—	436,111
Hodge (DICW)	4/6/20	Rebate	2035	257,073	543,368	543,368	—	543,368
Green Industrial Supply (DICW)	8/15/11	Rebate	2023	105,391	105,391	105,391	—	105,391
Tri-State Quality Metals (DICW) NA	3/17/14	Rebate	2026	32,510	59,436	73,975	—	73,975
Roasting Solutions (DICW) NA	1/14/16	Rebate	2028	33,666	64,577	68,924	—	68,924
Rite Hite(DICW) Non-Appropriation	1/14/17	Rebate	2030	24,190	114,749	143,654	—	143,654
Hormel Foods (DICW)	4/21/08	Rebate	2026	8,250,067	543,830	271,915	—	271,915
Linseed Oil (GDTIF) Multi-Res	3/7/13	Rebate	2030	576,504	103,644	17,274	—	86,370
Rousselot (GDTIF) (Non-Appropriation)	1/22/13	Rebate	2025	4,931	21,484	21,484	—	—
METX - Lamar Building (GDTIF) NA	5/13/20	Rebate	2031	75,660	182,914	182,914	—	182,914
Marquette Hall (Non-Appropriation)	5/20/19	Rebate	2031	9,170	4,863	4,863	—	4,863
3 Amigos (Non-Appropriation)	4/15/19	Rebate	2031	2,516	7,055	7,055	—	7,055
210 Jones (Non-Appropriation)	6/19/17	Rebate	2031	10,348	21,295	21,295	—	21,295
Prairie Farms Dairy (Non-Appropriation)	3/18/19	Rebate	2031	5,626	9,586	9,586	—	9,586
Julien Hotel (GDTIF)	4/21/08	Rebate	2026	3,260,286	533,958	266,979	—	266,979
44 Main (GDTIF) Multi-Res	10/18/10	Rebate	2027	446,799	245,856	81,952	—	163,904
Barker Financial (GDTIF) Multi-Res	8/16/10	Rebate	2027	297,282	41,460	13,820	—	27,640
253 Main St. (GDTIF) (Non-Appropriation)	4/6/15	Rebate	2027	5,798	2,601	3,094	—	3,094
Spahn and Rose (GDTIF) NA	4/21/14	Rebate	2027	108,221	124,882	124,882	—	124,882
Franklin Investment -Multires (GDTIF)	4/4/11	Rebate	2028	437,225	85,120	21,280	—	63,840
Plastic Center Betty Jane Block (GDTIF)	2/7/11	Rebate	2028	148,957	26,884	6,721	—	20,163
Caradco (GDTIF) Multi-Res	3/21/11	Rebate	2028	1,499,442	537,072	134,268	—	402,804
Bonson 356 Main St. (GDTIF) Multi-Res	12/19/11	Rebate	2028	152,286	39,332	9,833	—	29,499

Description	Date of Issue	Average Interest Rate	Year of Final Payment	Amount of Issue	Principal Outstanding 6/30/24	Principal Due FY 2025	Interest Due FY 2025	Principal Outstanding 6/30/25
Roshek Building (GDTIF) NA	2/17/09	Rebate	2030	5,149,852	280,309	280,309	—	515,175
Novelty Iron Works (GDTIF) (Non-Approp)	6/17/13	Rebate	2031	33,105	204,402	204,402	—	204,402
Gardens of Dubuque (RADFORD)	9/28/20	Rebate	2038	1,391,310	1,298,556	92,754	—	1,205,802
Rockfarm Holdings (TECH) NA	10/7/14	Rebate	2027	42,301	49,426	49,426	—	49,426
Total TIF Rebates				24,358,713	6,104,790	3,614,158	—	5,449,660
Bowling & Beyond Lease Buyout	10-15-12	Buyout	2032	1,000,000	400,000	50,000	—	350,000
Iowa Finance Authority Loan - Caradco	12-01-10	3.0000%	2030	4,500,000	2,540,485	226,314	74,530	2,314,171
Total Other Lns-Rev Backed				5,500,000	2,940,485	276,314	74,530	2,664,171
Total City Indebtedness Subject to Debt Limit				199,331,499	105,280,288	12,967,709	3,916,569	112,190,029
Revenue Bonds								
Sanitary Northfork Catfish Imp SRF	1/13/10	3.25%	2031	912,000	337,000	52,000	10,953	285,000
Sanitary W&RRC Upgrade SRF	8/18/10	3.25%	2039	74,285,000	47,502,000	2,747,000	950,039	44,755,000
Sanitary WRRC Cogeneration SRF	5/17/13	2.00%	2033	3,048,000	1,522,000	156,000	30,440	1,366,000
Sanitary Kerper Boulevard & Sponsor SRF	3/8/19	1.00%	2038	2,763,000	1,906,537	129,000	19,114	1,777,537
Sanitary Projects Planning - FY21 SRF	Various	2.00%	2043	1,770,000	1,732,668	75,788	34,276	1,656,880
Sanitary Granger Creek & Force Main Plan	1/7/2022	—%	2044	465,000	455,192	19,910	9,005	435,282
Sanitary 42" Force Main WQFP Loan	3/3/2023	1.00%	2043	1,950,000	1,862,000	89,000	18,620	1,773,000
Sanitary Projects- FY24 (FY23 Carryovers)	Future	2.68%	2044	11,290,109	11,290,109	456,443	274,920	10,833,666
Sanitary Projects- FY24	Future	2.68%	2044	4,228,710	4,228,710	170,961	102,971	4,057,749
Sanitary Projects- FY25	Future	2.68%	2045	17,683,900	—	—	—	17,683,900
Stormwater Lower Bee Branch Rest SRF	10/27/10	3.25%	2041	7,850,000	5,337,000	240,000	173,452	5,097,000
Stormwater Lower Bee Branch SRF	9/1/14	2.00%	2034	1,029,000	168,000	17,000	3,360	151,000
Stormwater Northfork Catfish Improv. SRF	1/13/10	3.25%	2031	800,000	295,000	45,000	9,588	250,000
Stormwater Sales Tax Increment Rev NA	6/15/15	3.72%	2031	20,800,000	16,725,000	2,150,000	618,968	14,575,000
Stormwater Sales Tax Revenue - GO	5/19/2014	3.23%	2029	7,190,000	6,000,000	1,125,000	275,500	4,875,000
Stormwater Upper Bee Branch RR SRF	6/7/19	2.00%	2040	16,382,000	13,603,000	730,000	272,060	12,873,000
Stormwater West 32nd Detention SRF	1/14/09	3.25%	2028	1,847,000	466,000	111,000	15,145	355,000
Water Webber Extension - FY22	1/7/22	—%	2044	1,570,000	1,536,886	67,224	30,403	1,469,662
Water Projects- FY24 (FY23 Carryovers)	Future	2.68%	2044	1,633,646	1,633,646	66,046	39,780	1,567,600
Water Projects- FY24	Future	2.68%	2044	4,140,315	4,140,315	167,387	100,819	3,972,928
Water Projects- FY25	Future	2.68%	2045	4,686,377	—	—	—	4,686,377
Water Roosevelt Water Tower SRF	8/9/19	2.00%	2040	4,400,000	3,654,000	196,000	73,080	3,458,000
Water CIWA Purchase & Improvements	7/7/17	2.00%	2036	8,613,761	6,063,761	521,000	152,960	5,542,761
Water- Clear Well Reservoirs SRF	10/18/07	3.25%	2028	915,000	232,000	55,000	4,640	177,000
Water Meter Change Out Program SRF	2/12/10	3.25%	2031	6,394,000	2,692,000	349,000	87,587	2,343,000
Water System Improv & Ext. Refunding	8/18/21	2.00%	2030	3,505,000	2,435,000	380,000	48,700	2,055,000
Total Revenue Bonds				210,151,818	135,817,824	10,115,759	3,356,380	148,072,342
Less Annual Appropriation Revenue Bds				—	(13,956,032)	—	—	(11,803,968)
Net Revenue Bonds				210,151,818	121,861,792	10,115,759	3,356,380	136,268,374
Total City Indebtedness				409,483,317	257,000,704	23,083,468	7,272,949	274,937,509
Statutory Debt Limit					262,722,395			\$321,926,12
% of Debt Limit Used					40.07 %			34.85 %
Remaining Debt Capacity					157,442,107			209,736,091.4

Greater Downtown Urban Renewal District

Updated July 23, 2024

District Boundary Description by Subarea

1. Town Clock Subarea of the District shall include that area described as follows: Beginning at the intersection of the north right-of-way line of Ninth Street with the east right-of-way line of Central Avenue; thence south along the east right-of-way line of Central Avenue to its intersection with the south right-of-way line of Fourth Street; thence west along the south right-of-way line of Fourth Street to its intersection with the west right-of-way line of Locust Street; thence north along the west right-of-way line of Locust Street to its intersection with the north right-of-way line of Ninth Street, but also including the adjacent City Lots 623 and 624 (Dubuque Museum of Art), the Locust Street Parking Ramp between 8th and 9th Streets and the former U.S. Federal Building located on City Lots 101, 102, 139, 140, and the N 54.5' of City Lots 103 & 138, and the vacated alley between said lots; thence east along the north right-of-way line of Ninth Street to its intersection with the east right-of-way line of Central Avenue, and point of beginning, including all public rights-of-way.
2. Town Clock Expansion Subarea shall include the following described properties: South 1/2 of City Lot 167, City Lot 168 and City Lot 168A (Iowa Inn property); and Lots 1 & 2 of City Lots 204, 205, 206, 207 and 208, N. 23' of City Lot 263, S. 28.5' of City Lot 263, N. 1/2 of City Lot 262, S. 1/2 of City Lot 262, N. 1/2 of City Lot 261 (Parking Lot Number 1), all in the City of Dubuque, Iowa and any adjoining public right-of-way
3. Old Main Subarea of the District shall include that area generally bounded on the North by Fourth Street, on the West by Locust Street, on the South by the Locust Street Connector and on the East by the U.S. Highway 151/61 right-of-way, including all public rights-of-way.
4. Upper Main Subarea of the District shall include that area generally bounded on the North by Fourteenth Street, on the West by Locust Street but including City Lots 658A, 659, 660, and the balance of City Lots 658 (Carnegie-Stout Public Library), on the South by the northerly boundary of the Town Clock Subarea and on the East by Central Avenue, and including all public rights-of-way.
5. Ice Harbor Subarea A of the District shall include that area generally bounded on the north by the public alley located between the vacated Fourth Street and Third Street, on the west by the Chicago, Central and Pacific Railroad right-of-way, on the south by East First Street and on the east by the municipal limits of the City of Dubuque, Iowa and including any adjoining public right-of-way.
6. Ice Harbor Subarea B of the District shall include that area generally bounded on the north and west by the Chicago, Central and Pacific Railroad right-of-way, on the south by the northerly boundary of Subarea A and on the east by

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the municipal limits of the City of Dubuque including any adjoining public right-of-way.

7. Ice Harbor Subarea C of the District shall include Lot 1-2 and Lot 2-2 of Adams Company's 4th Addition, and all that part of Lot 2-1 of Adams Company's 4th Addition lying west of the northerly extension of the westerly line of the Balance of Lot 3 of Adams Company's 2nd Addition, in the City of Dubuque, Iowa including any adjoining public right-of-way.

8. Warehouse Subarea of the District shall include that area generally bounded by the following description: Commencing as a point of reference at the intersection of the centerlines of 11th Street and Central Avenue in the City of Dubuque, Dubuque County, Iowa, said point being the point of beginning; Thence northeasterly along the centerline of 11th Street to a point of intersection with the centerline of White Street; Thence northwesterly along the centerline of White Street to a point of intersection with the centerline of 12th Street; Thence northeasterly along the centerline of 12th Street and extension thereof to a point of intersection with the centerline of US Highways 151 and 61; Thence southwesterly along the centerline of US Highways 151 and 61 to a point of intersection with the centerline of 4th Street extended; Thence southwesterly along the centerline of 4th Street and extension thereof to a point of intersection with the centerline of Central Avenue; Thence northwesterly along the centerline of Central Avenue to a point of intersection with the centerline of 9th Street; Thence southwesterly along the centerline of 9th Street to a point of intersection with the westerly line of City Lot 259 extended southerly; Thence northwesterly along the westerly line of City Lot 259, and Lots 1 and 2 of the Subdivision of the South ½ of City Lot 261 and City Lot 260 to the southwest corner of the N ½ of City Lot 261; Thence northeasterly along the southerly line of the N ½ of City Lot 261 and extension thereof to a point of intersection with the centerline of Central Avenue; Thence northwesterly along the centerline of Central Avenue to a point of intersection of 11th Street also being point of beginning.

9. South Main Subarea of the District shall include that area generally bounded by the following description: Commencing as a point of reference at a point of intersection of the centerline of Locust Street with the Locust Street Connector in the City of Dubuque, Dubuque County, Iowa, said point being the point of beginning; Thence northeasterly along the centerline of the Locust Street Connector to a point of intersection with the centerline of US Highways 52, 61, and 151; Thence southeasterly along the centerline of US Highways 52, 61, and 151 to a point of intersection with the centerline of the eastern section of Jones Street extended southwesterly; Thence southwesterly along said extension of the centerline of the eastern section of Jones Street to a point of intersection with the centerline of Main Street; Thence northwesterly along the centerline of Main Street to a point of intersection with the centerline of Jones Street; Thence northwesterly along the centerline of Jones Street to a point of intersection with the easterly line of Lot 2D of vacated Shields Street extended northerly; Thence southeasterly

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along the easterly line of Lot 2D of vacated Shields Street to the southeasterly corner of said Lot 2D; Thence southwesterly along the southerly lines of Lot A and Lot 2D of vacated Shields Street and Lot 1 of 2 of City Lot 543 extended westerly to a point of intersection with the centerline of Locust Street; Thence northeasterly along the centerline of Locust Street to a point of intersection with the centerline of the Second Street Connector, also being the point of beginning.

10. South Port Subarea of the District shall include that area generally bounded by the following description: Beginning at a point of reference at the northwest corner of Lot 2 of AA Cooper Wagon Works Block in the City of Dubuque, Dubuque County Iowa, said point being on the southerly right of way line of East First Street; Thence southeasterly along the southerly right of line of East First Street and extension thereof to the municipal limits of the City of Dubuque; Thence southerly along said municipal limits to a point of intersection with the southern right of way line of Railroad Ave. extended easterly; Thence southwesterly along said right of way line extension there to the southeast corner of Lot A, Block 15 Dubuque Harbor Company's Addition; Thence northwesterly along the easterly line of said Lot A to the northerly right of way line of Railroad Ave., and south line of lot 1 of 5 of Block 27 Dubuque Harbor Company's Addition; Thence northwesterly along the westerly lines of lots 1 of 5, 1 of 4, 1 of 3, 1 of 2 and 1 of 1 of said Block 27 to the south line of lot 4A of said Block 17; Thence westerly to the easterly right of way line of vacated Water Street; Thence northwesterly along said easterly line to the southwesterly corner of lot 2 of said Block 17; Thence westerly along the extension of the southerly line of said Lot 2 to the westerly line of Vacated Water Street; Thence northerly along said westerly right of way line to the southerly corner of Lot 2 of Block 18 of Dubuque Harbor Company's Addition; Thence northwesterly along the westerly line of said Lot 2 to a point of intersection with the southerly right of way line of vacated Charter St; Thence southwesterly along said right of way line and extension thereof the centerline of South Main Street; Thence northwesterly along said centerline to the northerly line of Lot 5, Block 13 Dubuque Harbor Company's Addition extended northeasterly; Thence southwesterly along said line to the easterly line of Lots 7 and 8 of said Block 13; Thence southeasterly along the easterly lines of said Lots 7 & 8 and extension thereof to the centerline of Charter Street; Thence southwesterly along said centerline to the centerline of Salina Street; Thence northwesterly along said centerline to the northerly line of Lot 1 of Harrison Street Place No. 4 extended northeasterly; Thence southwesterly along the northerly lines of said Lot 1 of Harrison Street Place No. 4 extended to the westerly right of way line of Harrison St.; Thence northerly along the easterly line of Lot 3 of Raymond Baumhover Subdivision to the northeast corner of said Lot 3, thence westerly along the northerly line of said Lot 3 and westerly extension thereof to the centerline of relocated South Locust St; Thence northerly along said centerline to the centerline of Dodge St; Thence easterly along said centerline of Dodge Street to a point of intersection with the westerly line of Lot E of vacated Shields Street extended southerly; Thence northerly along said westerly line to the northwest corner of said lot E; Thence easterly along the north line of said lot E and Lot 6 Block 11 of Dubuque Harbor Company's Addition and extension thereof

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to the centerline of Main Street; Thence southeasterly along the centerline of Main St. to the centerline of Dodge Street; Thence easterly along the centerline of Dodge St to the intersection of Highway 61/151; Thence northwesterly along said centerline to a point of intersection with the southerly right of way line of East First Street; Thence southeasterly along said right of way line to the point of beginning.

11. Cable Car Subarea of the District shall include that area generally bounded by the following description: Commencing as a point of reference at the intersection of the centerlines of Second Street and Locust Street in the City of Dubuque, Dubuque County, Iowa, said point being the point of beginning; Thence southeasterly along the centerline of Locust Street to a point of intersection with the centerline of First Street; Thence southwesterly along the centerline of First Street to a point of intersection with the centerline of Bluff Street; Thence northwesterly along the centerline of Bluff Street to a point of intersection with the centerline of Emmett Street; Thence southwesterly along the centerline of Emmett Street to a point of intersection with the centerline of St. Mary's Street; Thence northwesterly along the centerline of St. Mary's Street and to a point of intersection with the northerly line of Cathedral Center extended southwesterly; Thence northeasterly along the northerly line of Cathedral Center to a point of intersection with the westerly right of way line of Bluff Street; Thence northwesterly along said westerly right of way line of Bluff Street and extension thereof to a point of intersection with the centerline of Third Street; Thence southwesterly along the centerline of Third Street to a point of intersection with the westerly line of Lot 1 of the East 78 ft. of the South 100 ft. of Lot 4 of City Lot 692 extended southerly; Thence northwesterly along said westerly line to a point of intersection with the southerly line of Fenelon Point Subdivision; Thence northeasterly along said southerly line to a point of intersection with the westerly line of Lot 2 of 2 of City Lot 692; Thence northwesterly along said westerly line and westerly line of Lot 1 of 2 of City Lot 692 to a point of intersection with the southerly right of way line of W. Fourth Street; Thence northeasterly across W. Fourth Street to the southwest corner of Lot 1 of Evan's Place, said point also being on the northerly right of way line of W. Fourth Street; Thence northwesterly along the west line of said Lot 1 to the southeast corner of Lot 34 of Cooper Heights Addition; Thence continuing northwesterly along the easterly line of Lots 34, 35, 36 and 37 of Cooper Heights Addition to a point of intersection with the southerly right of way line of W. Fifth Street; Thence northeasterly to a point of intersection in the centerline of W. Fifth Street approximately 270 feet southwesterly of the centerline of Bluff Street; Thence northwesterly along the centerline of W. Fifth Street to a point of intersection with the southerly line of Coriell's Dubuque also being the northerly right of way line of W. Fifth Street; Thence northeasterly along said right of way line of W. Fifth St. to the southwest corner of Lot 1 of City Lot 690; Thence northwesterly along the westerly line of said Lot 1 to the northwest corner of said Lot 1; Thence northeasterly along the northerly line of said Lot 1 to the northeast corner of said Lot 1; Thence southeasterly along the easterly line of said Lot 1 to a point of intersection with the northerly line of the south 62.5 ft. of the north 64 ft. of City lot 617; Thence northeasterly along said northerly line and extension thereof

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to a point of intersection with the centerline of Bluff Street; Thence southeasterly along the centerline of Bluff Street to a point of intersection with the northerly line of the south 10 ft. of City Lot 138 extended southwesterly; Thence northeasterly along said northerly line and northerly line of the south 10 ft. of the south 34.6 ft. of City Lot 103 and extension thereof to a point of intersection with the centerline of Locust Street; Thence southeasterly along the centerline of Locust Street to a point of intersection with the centerline of Second Street, said point being the point of beginning.

12. Bluff Street Subarea of the District shall include that area generally bounded by the following description: Commencing as a point of reference at the intersection of the centerlines of W. Sixth Street and Bluff Street in the City of Dubuque, Dubuque County, Iowa, said point being the point of beginning; thence southeasterly along the centerline of Bluff Street to a point of intersection with the northerly line of the south 62.5 ft. of the north 64 ft. of City Lot 617 extended southeasterly; thence southwesterly along said northerly line to the easterly line of Lot 1 of City Lot 690; thence northwesterly along the easterly line of said Lot 1 to the northeast corner of said Lot 1; thence southwesterly along the northerly line of said Lot 1 to the northwest corner of said Lot 1; thence southeasterly along the westerly line of said Lot 1 to a point of intersection with northerly right of way line of W. Fifth Street; thence southwesterly along said right of way line of W. Fifth St. to the southeast corner of the South 73' of Lot 13 of Coriell's Dubuque; thence northwesterly 73' along the easterly line of said South 73' of Lot 13 of Coriell's Dubuque to the northeast corner of the South 73' of Lot 13 of Coriell's Dubuque; thence southwesterly along the northerly line of said South 73' of Lot 13 of Coriell's Dubuque to a point of intersection with westerly line of Lot 13 of Coriell's Dubuque; thence northwesterly along said westerly line of Lot 13 to a point of intersection with the southerly line of Lot 33 of Coriell's Dubuque; thence northeasterly along said southerly line of Lot 33 to a point of intersection with the westerly line of Lot 14 of Coriell's Dubuque; thence northwesterly along said westerly line of said Lot 14 to a point of intersection with the southerly line of Lot 34 of Coriell's Dubuque; thence northeasterly along said southerly line of Lot 34 to the easterly line of Coriell's Dubuque; thence northwesterly along said easterly line Lots 34, 35, 36, 37, 38, and 44 of Coriell's Dubuque to the northwest corner of the North 50' of Lot 1 of Lot 1 of City Lot 653; thence northeasterly along the northerly line of said North 50' of Lot 1 of Lot 1 of City Lot 653 to the southeast corner of Lot 1 of McKinlay's Subdivision; thence northwesterly along said easterly line of said Lot 1 and extension thereof to a point of intersection with the centerline of West Eighth Street; thence northwesterly along said centerline of West Eighth Street to a point of intersection with the westerly line of Lot 1 of the Subd'n. of City Lot 688 and part of City Lot 654 extended southerly; thence northwesterly along said westerly line of Lot 1 and extension thereof northerly to a point of intersection with the centerline of West Ninth Street; thence southwesterly along the centerline of West Ninth Street to a point of intersection with the southerly extension of the westerly line of Lot 2 of Lot 12 of Central Addition; thence northwesterly along said westerly right of Lot 2 of Lot 12 to the northwest corner of said Lot; thence northeasterly along

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the northerly line of said Lot 2 of Lot 12 to the northeast corner of said Lot; thence southeasterly along said easterly line of said Lot 2 of Lot 12 to the southwest corner of Lot 1 of Lot 11 of Central Addition; thence northeasterly along the southerly line of Lot 1 of Lot 11 and Lot 1 of Lot 10 of Central Addition to a point of intersection with the westerly line of Lot 1 of Lot 9 of Central Addition; thence northwesterly along said westerly line of Lot 1 of Lot 9 to a point of intersection with the southerly right of way line of a public alley in Central Addition; thence northeasterly along said southerly line to a point of intersection with the westerly line of Lot 1 of 1 of 10 of Lorimer's Subdivision; thence northwesterly along said westerly line of said Lot 1 of 1 of 10 to the northerly line of Lorimer's Subdivision; thence northeasterly along the northerly line of Lorimer's Subdivision to the southeast corner of a public alley between Corkery's Subdivision and City Lot 655; thence northwesterly along the easterly right of way line of said alley to a point of intersection with West Eleventh Street; thence southwesterly along centerline of West Eleventh Street to a point of intersection with the centerline of Grove Terrace; thence northwesterly along centerline of Grove Terrace to a point of intersection with the northerly right of way line of Arlington Street; thence northeasterly along the northerly right of way line of Arlington Street to the southeast corner of City Lot 769B; thence northwesterly along the easterly line of said City Lot 769B to a point of intersection with the southerly line of Lot 3 of Brown's Subdivision; thence southwesterly along the southerly line of said Lot 3 to the southwest corner of said lot; thence northwesterly along the westerly line of said Lot 3 and extension thereof to a point of intersection with the centerline of Loras Boulevard; thence northeasterly along said centerline to a point of intersection with the centerline of Locust Street; thence southeasterly along the centerline of Locust Street to a point of intersection with the centerline of W. Eleventh Street; thence southwesterly along the centerline of W. Eleventh Street to a point of intersection with the centerline of Bluff Street; thence southeasterly along the centerline of Bluff Street to a point of intersection with the extension of the southerly line of City Lot 658A; thence northeasterly along the southerly line of City Lot 658A extended and the southerly line of City Lot 658, except the southerly one foot thereof, extended to a point of intersection with the centerline of Locust Street; thence southeasterly along the centerline of Locust Street to a point of intersection with the centerline of West Ninth Street; thence southwesterly along the centerline of West Ninth Street to a point of intersection with the centerline of Bluff Street; thence southeasterly along the centerline of Bluff Street to a point of intersection with the centerline of West Eighth Street; thence northeasterly along the centerline of West Eighth Street to a point of intersection with the centerline of Locust Street; thence southeasterly along the centerline of Locust Street to a point of intersection with the northerly line of City Lot 624 extended northeasterly; thence southwesterly along the northerly line of City Lot 624 extended southeasterly to the centerline of a public alley; thence southeasterly along the centerline of a public alley to a point of intersection with the centerline of W. Seventh Street; thence northeasterly along the centerline of W. Seventh Street to a point of intersection with Locust Street; thence southeasterly along the centerline of Locust Street to a point of intersection with West Sixth Street; thence

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southwesterly along the centerline of West Sixth Street to a point of intersection with Bluff Street said point being the point of beginning.

13. South Bluff Street Subarea of the district shall include that area generally bounded by the following description: Commencing as a point of reference at the intersection of the centerlines of Emmett Street and Bluff Street in the City of Dubuque, Dubuque County, Iowa, said point being the point of beginning; thence southeasterly along the centerline of Bluff Street to a point of intersection with the centerline W. First Street; thence southwesterly along the centerline W. First Street to the centerline of Bluff Street; thence southwesterly along the centerline of Bluff Street to a point of intersection with the centerline Dodge Street; thence southwesterly along the centerline Dodge Street to a point of intersection with the easterly line of Lot 3 of City Lot 694 extended southeasterly; thence northwesterly along the easterly line of said Lot 3 of City Lot 694 and Lot 1-1 and 2-1 of City Lot 694 to the southwest corner of Lot 1-2 of City Lot 694; thence northeasterly along said southerly line of said Lot 1-2 of City Lot 694 to the southeast corner of said Lot; thence northwesterly along said easterly line of Lot 1-2 of City Lot 694 to a point of intersection with the southerly line of Lot 12 of Saint Raphael's Addition; thence northeasterly along said southerly line of said Lot 12 and extension thereof to the centerline of St. Mary's Street; thence northwesterly along the centerline of St. Mary's Street to a point of intersection with the centerline of Emmett St.; thence northeasterly along the centerline of Emmett St. to centerline of Bluff Street, said point being point of beginning.

14. Kerper Boulevard Subarea of the district shall include the following described properties: Lot 1-2, Lot 2-2, Lot 2A, Lot 3 and Lot 6 all in Kerper Industrial Park in the City of Dubuque, Dubuque County, Iowa, also including the entire right of way of Kerper Court and the westerly portion of Kerper Boulevard right of way from the abutting Kerper Court right of way and Lot 3 of Kerper Industrial Park to the centerline of Kerper Boulevard.

15. Washington Neighborhood Subarea of the district shall include that area generally bounded by the following description: Commencing as a point of reference at the intersection of the centerlines of Central Avenue and Loras Boulevard in the City of Dubuque, Dubuque County, Iowa, said point being the point of beginning; Thence southwesterly along the centerline of Loras Boulevard to a point of intersection with the westerly line of Lot 3 of Brown's Subdivision extended northerly; Thence northerly to the southwest corner of Lot 2-3 of City Lot 667; Thence northwesterly along the westerly line of said Lot 2-3; Thence northeasterly along the northerly line of said Lot 2-3 to a point of intersection with the southeasterly line of Lot 1-3 of City Lot 667; Thence northeasterly along the said southeasterly line to the northeast corner of said Lot 1-3; Thence southwesterly along the northerly line of said Lot 1-3 to a point of intersection with the easterly right of way line of Montrose Terrace; Thence northwesterly along said the easterly right of way line to a point of intersection with the easterly right of way line of a public alley between D. N. Cooley's Subdivision and Fairview

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Subdivision; Thence continuing northwesterly along said the easterly alley line to a point of intersection with the southerly right of way line of W. 17th Street; Thence northwesterly crossing W. 17th St. to the most easterly corner of Lot 2-1-1-2 of City Lot 670, said point being at the point of intersection of the north right of way of W. 17th St. and westerly right of way line of W. Locust St.; Thence southwesterly along the north right of way of W. 17th St. to southeast corner of Lot 1-2-2 of City Lot 670; Thence northwesterly along the easterly lines of Lot 1-2-2 and Lot 2-2-2 of City Lot 670 to a point of intersection with the southerly right of way line of Clark St.; Thence northwesterly crossing Clark St. to the southeasterly corner of Welsh Place; Thence northwesterly along the easterly line of said Welsh Place to the northeast corner thereof; Thence southwesterly along the northerly line of said Welsh Place to a point of intersection with the easterly right of way line of a public alley along the westerly side of A. L. Bowen's Subdivision; Thence northwesterly along said easterly right of way line to a point of intersection with the southerly right of way line of Angella Street; Thence southwesterly along said southerly right of way line to the northeast corner of Lot 12 of Gilliam's Subdivision; Thence northwesterly crossing Angella St. to the most southerly corner of Lot 1 of Gilliam's Subdivision said point being on the northerly right of way line of Angella St.; Thence northwesterly along the westerly line of said Lot 1 to a point of intersection with the southerly line of Lot 2 of Alvin Haas Place; Thence southwesterly along the southerly line of Lot 1 and Lot 2 of Alvin Haas Place and the southerly line of the Westerly 40 feet of Lot 3 of Quigley's Subdivision of Out Lot 710 to the most easterly corner of Lot 24 of Quigley's Subdivision of Out Lot 710; Thence westerly along the southerly boundary of Lots 4 through Lots 15 of Quigley's Subdivision Out Lot 710 and the southerly line of Lots 9A, 10 and 11 of Quigley's Subdivision Out Lot 711 to a point of intersection with the easterly right of way line of Pierce Street; Thence northerly along said easterly right of way line and extension thereof to a point of intersection with the northerly right of way line of W. Locust Street; Thence easterly along said northerly right of way line to the easterly right of way line of Foye Street; Thence northerly along said easterly right of way line to a point of intersection with the southerly right of way line of a public alley lying between Almond and W. Locust Sts.; Thence easterly along said southerly right of way line to a point of intersection with the westerly right of way line of Ellis Street; Thence southeasterly along said westerly right of way line to a point of intersection with the northerly right of way line of W. Locust Street; Thence southeasterly crossing Ellis St. to a point of intersection with the easterly right of way line of Ellis St. at the southerly right of way line of Dorgan Place; Thence easterly along said southerly right of way line of Dorgan Place to the northeast corner of Lot 1A of Dorgan's Subdivision No. 2; Thence easterly crossing Dorgan Place to the southwest corner of Lot 5-2 of City Lot 673; Thence northerly along the westerly line of said Lot 5-2 to the northwest corner thereof; Thence easterly along the northerly line of said Lot 5-2 to a point of intersection with the westerly right of way line of Madison Street; Thence easterly crossing Madison St. to the most westerly corner of Lot A-2-1 of City Lot 674, said point being on the easterly right of way line of Madison St. Thence easterly along the northerly line of said Lot A-2-1 to a point of intersection with the easterly right of way line of Main Street; Thence northerly along said

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easterly right of way line to the northwest corner of Lot 2-1 of City Lot 674; Thence easterly and continuing northeasterly along the northerly lines of Lot 2-1, Lot 2-2, Lot 2-1-3, Lot 1-2-3 all of the subdivision of City Lot 674 to a point of intersection with the westerly line of Lot 4 of City Lot 674; Thence northwesterly along said westerly line to a point of intersection with the southerly line of Lot 1-1-2 of Duncan's Subdivision; Thence northeasterly along said southerly line and southerly line of Lot 1 and Lot 2 of M. A. Rebman's Subdivision and extension thereof to a point of intersection with the easterly right of way line of Heeb Street; Thence northwesterly along said easterly right of way line to a point of intersection with the northerly right of way line of Clarke Drive; Thence northwesterly along said northerly right of way line to a point of intersection with the easterly right of way line of Heeb Street lying between Central Avenue and Shelby Street; Thence northwesterly along said easterly right of way line to a point of intersection with the southerly right of way line of Kaufmann Avenue; Thence easterly along said southerly right of way line to a point of intersection with the southerly extension of the easterly right of way line of a public alley lying between Central Ave. and Francis Street; Thence northwesterly along said easterly right of way line to a point of intersection with the southerly right of way line of W. 23rd Street; Thence southwesterly along said southerly right of way line to the northwest corner of the East One-Half of Lot 11 of Tivoli Addition; Thence northwesterly crossing W. 23rd St. to the southwesterly corner of Lot 1 of Valeria Place No. 2; Thence northwesterly along the westerly line of said Lot 1 to a point of intersection with the southerly line of Lot 2 of said Valeria Sub. No. 2; Thence southwesterly along the southerly line of said Lot 2 to the southwest corner thereof; Thence northwesterly along the westerly line of said Lot 2 to a point of intersection with the southerly line of Lot 2-1 of Valeria Place; Thence northeasterly along said southerly line to the southeasterly corner of said Lot 2-1; Thence northwesterly along the easterly line of said Lot 2-1 the northeast corner thereof, said point also being the southeasterly right of way line of Carr St.; Thence northwesterly along the easterly right of way line of Carr St. to a point of intersection with the southerly right of way line of W. 24th Street; Thence northeasterly along said southerly right of way line to a point of intersection with the southerly extension of the easterly right of way line of Division Street; Thence northwesterly along said easterly right of way line to the northwest corner of Lot 8 of Wullweber's Subdivision; Thence southwesterly along the southerly line of John King's Subdivision to the southwest corner of the West 33.98 feet of Lot 1-6 of John King's Subdivision; Thence northwesterly along the westerly line of the West 33.98 feet of Lot 1-6 of John King's Subdivision to the northwest corner thereof; Thence northeasterly along the northerly line of said West 33.98 feet to the southwest corner of Lot 1 of the East 329.98 feet of Lot 8 of John King's Subdivision; Thence northwesterly along the westerly line of said Lot 1 to a point of intersection with the southerly line of the NE1/4 of said Lot 8; Thence southwesterly along said southerly line to the southwest corner of said NE1/4 of Lot 8; Thence northwesterly along the westerly lines of the NE1/4 of Lot 8, the SE1/4 of Lot 10, the NE1/4 Lot 10 and the E1/2 of Lot 12 all in John King's Subdivision to the northwest corner of said E1/2 of Lot 12; Thence northeasterly along the northerly line of said E1/2 of Lot 12 to the southwest corner of Lot 1-1-1

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of the E1/2 of Lot 14 in John King's Subdivision; Thence northwesterly along the westerly lines of Lot 1-1-1 of the E1/2 of Lot 14 John King's Subdivision to the northwest corner thereof; Thence northeasterly along the northerly line of said Lot 1-1-1 to a point of intersection with the westerly right of way line of Central Avenue; Thence northeasterly crossing Central Avenue to a point of intersection of the easterly right of way line of Central Avenue and the northerly right of way line of E. 25th Street; Thence northeasterly along said northerly right of way line and extension thereof to a point of intersection with the easterly right of way line of Elm Street; Thence southeasterly along said easterly right of way line to a point of intersection with the northerly right of way line of E. 24th Street; Thence northeasterly along said northerly right of way line and extension thereof to a point of intersection with the easterly right of way line of Windsor Avenue; Thence southeasterly along said easterly right of way line to a point of intersection with the northerly right of way line of E. 22nd Street; Thence northeasterly along said northerly right of way line to a point of intersection with the westerly right of way line of Stafford Street; Thence northeasterly crossing Stafford Street to a point of intersection of the easterly right of way line of Stafford Street and the northerly right of way line of Thomas Place; Thence southeasterly along said easterly right of way line of Stafford Street and extension thereof to a point of intersection with the southerly right of way line of Garfield Avenue; Thence southwestwardly along said southerly right of way line to a point of intersection with the centerline of Stafford Street extended southeasterly; Thence southeasterly along the centerline of Stafford Street extended to a point of intersection with the northwesterly line of Lot 2-2 of Kerper Industrial Park; Thence southwestwardly along said northwesterly line of Lot 1-2 of Kerper Industrial Park to the northernmost point of Lot 1 of Kerper Industrial Park; Thence southwestwardly along the westerly line of said Lot 1 to a point of intersection with the northerly right of way line of E. 16th Street; Thence southwestwardly along said northerly right of way line to the easterly right of way line of Pine Street; Thence southeasterly crossing E. 16th Street along said easterly right of way of Pine St. extended to a point of intersection with the southerly right of way line of E. 16th St.; Thence southwestwardly along said southerly right of way line to a point of intersection with the easterly right of way line of Elm Street; Thence southeasterly along said easterly right of way line to a point of intersection with the northerly right of way line of E. 15th Street; Thence southwestwardly along said northerly right of way line to a point of intersection with the westerly right of way line of Elm Street; Thence southeasterly along said westerly right of way of Elm Street and extension thereof to a point of intersection with the centerline of E. 12th Street; Thence southwestwardly along the said centerline of E. 12th Street to a point of intersection with the centerline of White Street; Thence southeasterly along said centerline of White Street to a point of intersection with the centerline of E. 11th Street; Thence southwestwardly along said centerline of E. 11th Street to a point of intersection with the centerline of Central Avenue; Thence northwesterly along said centerline of Central Avenue to a point of intersection with the centerline of Loras Boulevard, said point being the point of beginning.

16. Industrial Harbor Subarea of the district shall include that area generally bounded by the following description: Commencing as a point of reference at the intersection of the centerline of E. 12th Street and the westerly right of way of Elm Street extended southeasterly, in the City of Dubuque, Dubuque County, Iowa, said point being the point of beginning; Thence northwesterly along said westerly right of way line of Elm Street and extension thereof to a point of intersection with the northerly right of way line of E. Fifteenth Street; Thence northeasterly along said northerly right of way line to a point of intersection with the westerly right of way line of a public alley lying between Pine Street and Maple Street; Thence northwesterly along said westerly right of way line to the northeast corner of the North 35 feet of Lot 255 in East Dubuque Addition # 2; Thence southwesterly along the northwesterly line of said Lot to a point of intersection with the easterly right of way line of Pine Street; Thence northwesterly along said easterly right of way line and extension thereof to the northerly right of way line of E. 16th Street; Thence northeasterly along said northerly right of way line to the southwest corner of Lot 1 of Kerper Industrial Park; Thence northwesterly and continuing northeasterly along the westerly line of said Lot 1 to the most northerly corner thereof; Thence southwesterly along the westerly lines of Lot 1-2 and Lot 2A of Kerper Industrial Park to the southwest corner of said Lot 2A; Thence northeasterly along the southerly line of said Lot 2A to the southeast corner thereof; Thence northwesterly along the easterly line of said Lot 2A to the southwest corner of Lot 6 of Kerper Industrial Park; Thence northeasterly along the southerly line of said Lot 6 to the southeast corner thereof; Thence northwesterly along the easterly line of said Lot 6 to the northeast corner thereof and point of intersection with the southerly right of way line of Kerper Court; Thence northeasterly along said southerly right of way line and extension thereof to a point of intersection with the centerline of Kerper Blvd; Thence northwesterly along said centerline to a point of intersection with the northerly line of Lot 3 of Kerper Industrial Park extended easterly; Thence northwesterly along said extended line to the northeast corner of said Lot 3, said point also being on the westerly right of way line of Kerper Blvd.; Thence northerly along said right of way line to a point of intersection with the northeasterly right of way line of Fengler St.; Thence southeasterly along the extension of said northeasterly right of way line crossing Kerper Blvd. to a point of intersection with the westerly line of Lot 1A of Block 7 River Front Subdivision No. 3, said point being on the easterly right of way line of Kerper Blvd.; Thence southeasterly along said easterly right of way line to a point of intersection with the northerly right of way line of E. 16th Street; Thence southeasterly crossing E. 16th Street to a point of intersection of the south right of way line of E. 16th St. and the east right of way line of Kerper Blvd.; Thence northeasterly along the southerly right of way line of E. 16th St. to a point of intersection with the westerly shore of Peosta Channel; Thence southeasterly continuing along the westerly shore of Mississippi River adjacent to the following: Kerper Blvd., River Front Subdivision No. 2, Part of Government Lot 3, Section 19, T89N, R3E, 5th P.M., Parts of Congressional Lot 8 in Section 19, T89N, R3E, 5th P.M, Dubuque Harbor Improvement Company's Addition, and River Front Subdivision No. 1, to a point of intersection with the northerly line of Ice Harbor Urban Renewal Subarea B, described as "that area

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generally bounded on the north and west by the Chicago, Central and Pacific Railroad right-of-way, on the south by the northerly boundary of Subarea A and on the east by the municipal limits of the City of Dubuque including any adjoining public right-of-way; Thence northwesterly and continuing southwesterly along the northerly and westerly sides of Ice Harbor Urban Renewal District Subarea B to a point of intersection with the southerly right of way line of E. 4th street; Thence southwesterly along said southerly right of way line to a point of intersection with the centerline of U.S. Highways 61/151; Thence northeasterly along said centerline to a point of intersection with the centerline of E. 12th Street; Thence southwesterly along said centerline to a point of intersection with the westerly right of way line of Elm St. extended, said point being the point of beginning; Excepting therefrom, the East 7th Street Subarea.

17. East 7th Street Subarea of the district shall include the following described properties: Block 13 Lot 1 of Lot 4, Lot 1 of Lot 5, Lot 1 of Lot 6, and Lots 7, 8, 9, 10, 11, 12, 13 and 14; and Block 16 Lots 1, 2, 3, 4 and 5; and Block 17 Lots A, B, C, D, E, F, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15, Lot 1 of Lot 16, Lot 1 of Lot 1 of Lot 17, Lot 2 of Lot 1 of Lot 18, Lot 2 of Lot 20, Lot 2 of Lot 21, Lot 2 of Lot 22, Lot 2 of Lot 23, Lot 2 of Lot 24, Lot 2 of Lot 25, Lot 2 of Lot 26, Lot 2 of Lot 27, Lot 3 of Lot 28, Lot 3 of Lot 29, Lot 3 of Lot 30, Lot 3 of Lot 31, Lot 3 of Lot 32, all in the Dubuque Harbor Improvement Co.'s Addition, Township 89 North, Range 3 East of the 5th P.M., Dubuque County, Iowa and any adjoining public right-of-way.

18. Chaplain Schmitt Subarea of the district shall include the following described properties: All of that part of the City of Dubuque lying easterly of the Peosta Channel also known as Chaplain Schmitt Island and the area lying east of the easterly right of way line of Kerper Boulevard between the centerline of U.S. Highway 61/151 and the southerly right of way line of E. 16th Street in Sections 17, 18, 19 and 20, T89N, R3E, 5th P.M. in the City of Dubuque, Dubuque County, Iowa.

19. North Kerper Subarea of the district shall include that area generally bounded by the following description: Commencing as a point of reference at the point of intersection of the centerline of U.S. Highways 61 and 151 with the easterly right of way line of Kerper Boulevard in the City of Dubuque, Dubuque County, Iowa, said point being the point of beginning; Thence northwesterly along the easterly right of way line of Kerper Boulevard to a point of intersection with the northeasterly right of way line of Fengler Street extended; Thence northwesterly along said line crossing Kerper Boulevard right of way to the southerly most corner of Lot 1, Block 19 River Front Subdivision No. 3; Thence southeasterly crossing Fengler Street right of way to the northeast corner of Lot 3 of River Front Subdivision No. 4, said point being a point of intersection of the southwesterly right of way line of Fengler Street with the westerly right of way line of Kerper Boulevard; Thence continuing southeasterly along said westerly right of way line of Kerper Boulevard to the northeast corner of Lot 3 of Kerper Industrial Park; Thence westerly and northwesterly along to north line of said Lot 3 to a

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point of intersection with the westerly line of Kerper Industrial Park; Thence northeasterly along said westerly line to the northwest corner of Kerper Industrial Park; Thence southeasterly along the northerly line of Kerper Industrial Park to the southwest corner of Lot 1 of Lot 2 of Lot 20 of Jaeger's Subdivision, said point being on the southeasterly right of way line of Peosta Street; Thence northeasterly along said right of way line to a point of intersection with the southerly line of Lot 2 of Giese Subdivision; Thence southwesterly along said southerly line to the southeast corner of Lot 2 of 19 of Jaeger's Subdivision; Thence northeasterly along the easterly line of said Lot 2 of 19 to the northeast corner of said Lot 2 of 19, said point also being on the westerly boundary of Block 19 of River Front Subdivision No. 3; Thence northeasterly along said westerly boundary to the northwest corner of Block 18, River Front Subdivision No. 3; Thence continuing northeasterly along the westerly boundary of Block 18 and Block 17 of River Front Subdivision No. 3 to a point of intersection with the southwesterly corner of Lot 1 of part of Lot 8 in McCraney's First Addition; Thence continuing northeasterly along the westerly lines of Lot 1 of part of Lot 8, Lot 1 of part of Lot 7, Lot 1 of Lot 2 of part of Lot 6, Lot 1 of part of Lot 6, Lot 1 of part of Lot 5, Lot 1 of part of Lot 4, Lot 1 of part of Lot 3, Lot 1 of part of Lot 2, the East 25 feet of part of vacated Marshall St., and Lot 2 of Lot 2 of Lot 1 all in McCraney's First Addition to the southwest corner of Lot 1 of Lot 2 of part of Lot 115 in Ham's Addition; Thence northeasterly along the westerly lines of Lot 1 of Lot 2 of part of Lot 115 and Lot 1 of part of Lot 114 all in Ham's Addition to the most westerly corner of Lot 1 of Bradley Place; Thence northeasterly along the westerly lines of Lot 1 and Lot 2 of Bradley Place to the most westerly corner of Lot 1 Block 15 of River Front Subdivision No. 3; Thence northeasterly along the northwesterly line of said Lot 1 Block 15 and continuing along the northwesterly line of Lot 2 of said Block 15 to the most westerly corner of Lot 2 of In-Futuro Subdivision No. 1; Thence continuing northeasterly along the northwesterly line of In-Futuro Subdivision No. 1 and continuing along the northwesterly line of Lots 1 and 2 of Reidl Place to the southwest corner of Lot 1 of Block 14 of River Front Subdivision No. 3; Thence northeasterly along the northwesterly line of said Block 14 to the most westerly corner of Block 13 of River Front Subdivision No. 3; Thence continuing northeasterly along the northwesterly line of Blocks 13, 12, 11, 10 and 9 to the northerly most corner of Lot 1 Block 9 River Front Subdivision No. 3; Thence continuing northeasterly along the northwesterly line of Lot 2 and Lot 2A, Block 9 River Front Subdivision No. 3 to the northerly most corner of said Lot 2A; Thence southeasterly along the northeasterly line of said Lot 2A to the northeast corner of said lot; Thence southwesterly along the southeasterly line of said Lot 2A to the most westerly corner of Lot 178 of Ham's Addition; Thence southeasterly along the southwesterly lines of Lots 178 and 59 of Ham's Addition to the southerly most corner of said Lot 59, said point also being the point of intersection of the northeasterly right of way line of Farragut Street with the northwesterly right of way line of Kerper Boulevard; Thence northeasterly along said Kerper Boulevard right of way line and extension thereof to a point of intersection with the northeasterly right of way line of Hawthorne Street; Thence southeasterly along the northeasterly and easterly right of way line of Hawthorne

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Street and Hawthorne Street Extension to a point of intersection with the southwesterly right of way line of Lake Street; Thence southwesterly and northwesterly along said right of way line of Lake Street to a point of intersection with the southerly right of way line of Harbor Street; Thence southwesterly along said Harbor Street right of way line to the northeast corner of Lot 1 Block 4 River Front Subdivision No. 3; Thence southeasterly along the northeasterly line of said Lot 1 and continuing along the northeasterly line of Lot 1 Block 3 of River Front Subdivision No. 3 to the most easterly corner thereof; Thence southwesterly along the southeasterly line of said Lot 1 Block 3 to the easterly most corner of Block 1 of River Front Subdivision No. 5; Thence southwesterly along the southeasterly line of said Block 1 River Front Subdivision No. 5 to the northerly right of way line of Hamilton Street Extension; Thence southwesterly crossing Hamilton Street Extension right of way to the easterly most corner of Lot 2 of 3 of 1 Block 5 River Front Subdivision No. 3; Thence continuing southwesterly along the original easterly boundary line of Blocks 5, 6 and 7 of River Front Subdivision No. 3, to the southerly most corner of Lot 2 of said Block 7, said point being the northeast corner of Lake Peosta Subdivision; Thence southerly along the easterly line of Lake Peosta Subdivision to a point of intersection with the centerline of U.S. Highways 61 and 151; Thence southwesterly along said centerline to a point of intersection with the easterly right of way line of Kerper Boulevard, said point of being the point of beginning;

Excepting therefrom the Quebecor Economic Development District described as Lot 1 of McGraw-Hill, Key City Plating Replat in the City of Dubuque, Dubuque County, Iowa, and any adjoining public rights of way; and

Excepting therefrom the following described properties:

Lots 6, 7, 8, and 9 in Block 1 of "River Front Subdivision No. 5" in the City of Dubuque, Iowa; and

Lot 2 of Subdivision of Lot 1 of Lot 1 of Lot 1 in Block 1 of "Riverfront Subdivision No. 5", in the City of Dubuque, Iowa; and

Lot 2 of Subdivision of Lot 1 of Lot 1 in Block 1 of "Riverfront Subdivision No. 5", in the City of Dubuque, Iowa; and

Lot 2 of Subdivision of Lot 1 in Block 1 of "Riverfront Subdivision No. 5", in the City of Dubuque, Iowa; and

Lot 5, in Block 1, in "River Front Subdivision No. 5" in the City of Dubuque, Iowa; and

Lot 1-2 of Block 2 in River Front Subdivision No. 3, in the City of Dubuque, Iowa.

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20. Quebecor Subarea of the district shall include the following described properties: Lot 1 of McGraw-Hill, Key City Plating Replat in the City of Dubuque, Dubuque County, Iowa, and any adjoining public rights of way.

21. Harrison Street Subarea of the district shall include the following described properties: Lot 1 and Lot 2 of Harrison Street Place No. 2, Lot 1 and Lot 2 of Harrison Street Place No. 4, and Lot 1 of Harrison Street Place No. 5 all in the City of Dubuque, Dubuque County, Iowa and any adjoining public rights of way.

22. Holy Ghost Subarea of the district shall include the following described properties: Lot 1 of 1 and 2 of 1 of Paragon Square in the City of Dubuque, Dubuque County, Iowa; and also including the public right of way of Central Avenue abutting thereto; and

Lot 1, Lot 2, Lot 1 of 3, Lot 2 of 3, and Lot 4 all of "Dunn's Subdivision"; and Lot 2 of Lot 1 of Lot 2 of Lot 1 of Lot 18 of "John King's Dubuque"; in the City of Dubuque, Iowa; and

A part of Central Avenue right of way described as follows:

Commencing at the southeasterly corner of Lot 2-1 of Paragon Square; thence southeasterly along the westerly right of way line of Central Avenue a distance of approximately 2,655 feet to the northeasterly corner of Lot 1 of Lot 1 of Lot 1 of the East Half of Lot 14 in John King's Dubuque; thence northeasterly crossing Central Avenue to a point of intersection with the easterly right of way line of Central Avenue and the northerly right of way line of East 25th Street; thence northwesterly along the easterly right of way line of Central Avenue approximately 2,673 feet to a point of intersection with said easterly right of way line and the easterly extension of the south line of Lot 2-1 of Paragon Square; thence southwesterly crossing Central Avenue to the Point of Beginning.

23. Almond Street Subarea of the district shall include the following described properties: Commencing at the intersection of the easterly right of way of Foye Street and the southerly right of way line of the public alley lying between Almond Street and West Locust Street; thence easterly along said southerly right of way line to a point of intersection with the westerly right of way line of Ellis Street; thence northwesterly along said westerly right of way line to the northeast corner of Lot 53 in Cox's Addition; thence northerly along the east line of that part of the vacated alley adjacent to Lots 53 and 54 in Cox's Addition approximately 20 feet to the northeasterly corner thereof; thence westerly along the north line of said vacated alley adjacent to said Lots 53 and 54 approximately 78 feet to the northwest corner thereof; thence southerly along the west line of said vacated alley adjacent to said Lots 53 and 54 approximately 20 feet to the southwest corner thereof and the northeasterly corner of Lot 55 in Cox's addition; thence easterly along the north line of Lots 55 thru 66 in Cox's addition to the northwest corner of Lot 66 in Cox's Addition; thence southerly along the west line of said

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Lot 66 to a point of intersection with the northerly line of Lot 11 in Buettel's Subdivision; thence west along the north line of Lot 11, Lot 2-10 and Lot 1-10 of Buettel's Subdivision to a point of intersection with the easterly right of way line of Foye Street; thence southerly along said easterly right of way line to the Point of Beginning.

24. North End Subarea of the district shall include the following described properties:

Beginning at the intersection of the easterly right of way line of Elm Street and the northerly right of way line of East 25th Street; thence northerly along the easterly right of way line of Elm Street to the southerly right of way line of East 26th Street; thence northerly across the East 26th Street right of way to the southwest corner of Lot 283 of Glendale Addition No. 3; thence northwesterly along the westerly lines of Lots 283 to 294, inclusive, of Glendale Addition No. 3 to the southerly right of way line of East 27th Street; thence northerly across the East 27th Street right of way to the southwest corner of Lot 210 of Glendale Addition; thence northwesterly along the westerly lines of Lots 210 to 221, inclusive, of Glendale Addition to the southerly right of way of East 28th Street; thence northerly across the East 28th Street right of way to the southwest corner of Lot 134 of Glendale Addition No. 2; thence northwesterly along the westerly lines of Lots 134 to 140, inclusive, of Glendale Addition No. 2, and Lots 1, 2, and 3 of Glendale Addition No. 4, and Lot 145 Glendale Addition No. 2 to the southerly right of way line of East 29th Street; thence northerly across the East 29th Street right of way to the southwest corner of Lot 61 of Glendale Addition; thence northwesterly along the westerly lines of Lots 61 to 72, inclusive, of Glendale Addition to the southerly right of way line of East 30th Street; thence northerly across the East 30th Street right of way to the to the southeast corner of a Part of Lot 8 of Mineral Lot 322 as shown on the Final Plat of Liebe's Subdivision No. 3, also being a point on the westerly line of Lot 1-2-1 of Becker Place, also being a point on the northerly right of way of East 30th Street; thence southwesterly along the northerly right of way of East 30th Street to a point on the easterly right of way of Central Avenue; thence southeasterly along the easterly right of way line of Central Avenue to the northerly line of East 25th Street; thence northeasterly along the northerly line of East 25th Street to the point of beginning; and

Beginning at the intersection of the northerly right of way line of Diagonal Street and the westerly right of way line of Central Avenue; thence southerly along the westerly right of way line of Central Avenue to the northeast corner of Lot 1 of Lot 1 of Lot 1 of the East Half of Lot 14 in John King's Dubuque; thence southwesterly along the northerly line of said Lot 1 of Lot 1 of Lot 1 of the East Half of Lot 14 of John King's Dubuque to the northwest corner thereof, thence southeasterly along the west line of said Lot 1 of Lot 1 of Lot 1 of the East Half of Lot 14 of John King's Dubuque to the southwest corner thereof; thence southwesterly along the southerly line of the East Half of John King's Dubuque to

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the southwest corner thereof; thence southeasterly along the east lines of the West Half of Lots 12, 10, and Northwest Quarter of 8 of John King's Dubuque to the southeast corner of the Northwest Quarter of Lot 8 of John King's Dubuque; thence northeasterly along the northerly line of Lot 2 of the East 329.98' of the Southwest Half of Lot 8 of John King's Dubuque to the northeast corner of said lot; thence southeasterly along the easterly line of said lot to the southeast corner of said lot; thence southwesterly along the southerly line of said lot to the northeast corner of Lot 2 of Lot 6 of John King's Dubuque; thence southeasterly along the easterly lines of Lot 2 of Lot 6 and Lot 3 of Lot 6 of John King's Dubuque to the southeast corner of said Lot 3 of Lot 6; thence northeasterly along the southerly line of the Lot 6 of John King's Dubuque to the easterly right of way line of Division Street; thence southeasterly along the easterly line of Division Street and its southerly extension to the southerly right of way line of West 24th Street; thence southwesterly along the southerly right of way line of West 24th Street to the easterly right of way line of Carr Street; thence southeasterly along the easterly right of way line of Carr Street to the easterly extension of the north line of Lot 2 of Brewery Addition; thence southwesterly along the northerly line of Lot 2 of Brewery Addition to the southeast corner of Lot 6 of Gerald Scherrer Subdivision; thence northwesterly along the easterly line of Lot 6 of Gerald Scherrer Subdivision to the northeast corner of Lot 6 of Gerald Scherrer Subdivision and a point on the westerly right of way line of Broadway Street; thence northwesterly along the westerly right of way line of Broadway Street to the westerly extension of the northerly right of way line of Diagonal Street; thence southeasterly along said right of way and extension to the point of beginning; and

Lot 1-239 of Davis Farm Addition and Lot 1-1-5 of Kiene & Altman's Subdivision; and

Lots 1-4 & 2-1-5 of Kiene & Altmans Subdivision; and

Lot 1-2 And 1-3 of Kiene & Altmans Subdivision; and

Lot 1-1 of Kiene & Altman's Subdivision; and

Lot 1-1-1-241 of Davis Farm Addition; and

Lot 2-1-1-241 & Lot 1-242 of Davis Farm Addition; and

Lot 1-243 of Davis Farm Addition; and

Lot 1-1-244 of Davis Farm Addition; and

The South 26' of Lot 245 Davis Farm Addition; and

The North 34' of Lot 245 Davis Farm Addition; and

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The East 1/2 of Lot 246 Davis Farm Addition; and

The West 1/2 of Lot 246 Davis Farm Addition; and

Lot 247 of Davis Farm Addition; and

Lot 248 of Davis Farm Addition; and

Lot 249 of Davis Farm Addition; and

The East 1/2 of Lot 250 of Davis Farm Addition; and

The West 1/2 of Lot 250 of Davis Farm Addition; and

Lot 251 and the South 1/2 of Lot 252, of Davis Farm Addition; and

Lot 253 and the North 1/2 of Lot 252, of Davis Farm Addition; and

Lot 254 of Davis Farm Addition; and

Lot 255 of Davis Farm Addition; and

The South 1/2 of Lot 256 of Davis Farm Addition; and

The South 31.3' of the North 1/2 of Lot 256 of Davis Farm Addition; and

The North 28.7' of the North 1/2 of Lot 256 of Davis Farm Addition; and

Lot 257 of Davis Farm Addition; and

Lot 258 of Davis Farm Addition; and

Lot 259 of Davis Farm Addition; and

Lot 260 of Davis Farm Addition; and

Lot 261 of Davis Farm Addition; and

Lot 262 of Davis Farm Addition; and

The South 23.5' of The East 112' of Lot 263 of Davis Farm Addition; and

The East 114' of the North 36'6" of Lot 263 of Davis Farm Addition, and also including the Public Right of Way of West 28th Street abutting thereto; and

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The North 36.5' and South 23.5' of the West 114' of Lot 263 of Davis Farm Addition, and also including the Public Right of Way of West 28th Street abutting thereto; and

Lot 2-265 of Davis Farm Addition, and also including the Public Right of Way of West 28th Street abutting thereto; and

Lot 1-265 of Davis Farm Addition, and also including the Public Right of Way of West 28th Street abutting thereto; and

Lot 2-1 of G R West's Addition and Lot 1-266 of Davis Farm Addition; and

Lot 2-1-1 of G R West's Addition; and

Lot 1-1-1 of G R West's Addition and Lot 2-266 of Davis Farm Addition; and

The South 39'6" of Lot 2 of G R West's Dubuque; and

The North 20.5' of Lot 2 & and the South 3' of Lot 3 of G R West's Addition; and

Lot 2 of the North 57' of Lot 3 of G R West's Addition; and

Lot 1 of the North 57' of Lot 3 of G R West's Addition; and

Lot 4 of G.R. West Addition; and

Lot 2 of Paragon Square; and

Lot 2-3 and 2-4 McDaniel's Park Hill, and Lots 8 and 1-9 of G.R. West's Addition; and

Lot 2-9 of G R West's Addition; and

Lots 10, the West 310' of the North 65' of Lot 2 -11, and the South 55' of Lot 2-11, all in G R West's Addition; and

Lot 1 of 11 and the East 20' of the North 65' of Lot 2 of G R West's Addition; and

All that part of the Central Avenue right of way lying south of the northerly right of way line of West 30th Street and north of the easterly extension of the northerly line of Lot 1 of 1 of Paragon Square; and

All that part of the West 30th Street right of way lying west of the easterly right of way line of Central Avenue.

All in the City of Dubuque, Dubuque County, Iowa.

25. University Avenue Corridor Subarea of the district shall include the following described properties:

All that part of the Pennsylvania Avenue right of way lying north of the northerly right of way line of University Avenue and lying south of the northerly extension of the westerly line of Lot 2-1-1-1-1-2-1 of Mineral Lot 256; and

All that part of the University Avenue right of way lying east of the southerly extension of the west line of Lot 1-137 of Finley Waples and Burton Addition, and lying west of the southerly extension of the westerly line of Lot 2 of Lot 12 of Central Addition; and

All that part of the 9th Street right of way lying south of the centerline of 9th Street, lying east of the southerly extension of the westerly line of Lot 2 of Lot 12 of Central Addition, and lying west of the northerly extension of the westerly line of Lot 1 of the Subdivision of City Lot 688 and Part of City Lot 654; and

All that part of the Finley Street right of way lying south of the southerly right of way line of University Avenue and lying north of the westerly extension of the south line of the Northwest 95' of Lot 19 of Finley Waples and Burton Addition; and;

All that part of the Asbury Road right of way lying north of the northerly right of way line of University Avenue and lying south of the easterly extension of the southerly line of the East 100' feet of Lot 159 of Finley Addition; and

All that part of the Irving Street right of way lying north of the northerly right of way line of University Avenue and lying south of the easterly extension of the northerly line of Lot 2 of Lot 2 of Lot 1 of Lot 1 of lot 1 of Lot 14 of Mineral Lot 172; and

All that part of the Loras Boulevard right of way lying east of the northerly right of way line of University Avenue and lying west of a line connecting the northeast corner of Lot 2-3-13 of Mineral Lot 172 and the southeast corner of Lot 1-249 of Woodlawn Park Addition; and

All that part of the Delhi Street right of way lying south of the southerly right of way line of University Avenue and lying north of the southerly extension of the easterly line of Lot 2-1 of Schwind's Place; and

All that part of the North Grandview Avenue right of way lying south of the easterly extension of the south line of Lot 7 of Tschirgi and Schwind's Subdivision and lying north of the northerly right of way line of University Avenue; and

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All that part of the North Grandview Avenue right of way lying south of the southerly right of way line of University Avenue and lying north of a line parallel to and 150' south of the southerly right of way line of University Avenue; and

All that part of the McCormick Street right of way lying south of the southerly right of way line of University Avenue and lying north of the easterly extension of the south line of Lot 1 of Herbst's Subdivision; and

Lot 1-137 of Finley Waples & Burton's Addition; and

Lot 1-136 and 2-137 of Finley Waples & Burton's Addition; and

Lot 1-232 of Finley Addition; and

Lot 229 of Finley Addition; and

Lot 130 of Finley Waples & Burton's Addition; and

Lot 131 of Finley Waples & Burton's Addition; and

Lot 132 of Finley Waples & Burton's Addition; and

Lot 133 of Finley Waples & Burton's Addition; and

The Northwest 95' of Lot 19 of Finley Waples & Burton's Addition; and

The North 95' of Lot 18 of Finley Waples & Burton's Addition; and

Lot 17 of Finley Waples & Burton's Addition; and

The Northwest 25' of Lot 2 of Finley Addition, and all adjacent Alley right of way; and

The Southeast 41' of Lot 2 in Finley Addition, and all adjacent Alley right of way; and

Lot 1-1 and 2-1 in Finley Addition, and all adjacent Alley right of way; and

Lot 1 of Mineral Lot 170, and all adjacent Alley right of way; and

Lot 4, 1-3, 2-3, 2-2 and 1-2, all in Mineral Lot 170 and all adjacent Alley right of way; and

Lot 5 and Lot 2-6 of Mineral Lot 170; and

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Lot 1-6 and 2-7 of Mineral Lot 170 and Lot 2-2-1-1-1-14 of Mineral Lot 172; and

The West 2' of Lot 1 of the Subdivision of Lot 13 of Mineral Lot 172 and Lot 2-13 of Mineral Lot 172 and Lot 2 Mabel's Subdivision; and

The East 58' of Lot 1 of Lot 13 of Mineral Lot 172, and Lot 2 of Lot 3-13 of Mineral Lot 172, and Lot 2A of Lot 1-4-13 of Mineral Lot 172; and

Lot 2-8 of City Lot 703 and Lot 2-2-9 of City Lot 703; and

Lot 1 of Herbst's Subdivision; and

Lot 1-1 and Lot 2-1 of Schwind's Place.

All in the City of Dubuque, Dubuque County, Iowa.

26. West Locust Corridor Subarea of the district shall include the following described properties:

All that part of the West Locust Street right of way lying east of the southerly extension of the westerly line of Lot 2-1-1-1-1-2 of Clarke College Place and lying west of the northerly extension of the easterly right of way line of Pierce Street; and

All that part of the Pierce Street right of way lying south of the southerly right of way line of West Locust Street and lying north of the easterly extension of Lot 1 of Lot 1 of Connolly's Subdivision; and

All that part of the Kirkwood Street right of way lying south of the southerly right of way line of West Locust Street and lying north of the northerly extension of the west line of Lot 5 of Union Avenue Subdivision; and

All that part of the right of way of the alley lying adjacent to and east of Kingdom Hall Place and Lot 1 of the West 1074' of Lot 64 in Littleton and Sawyer's Addition, lying north of the northerly right of way of West Locust Street and lying south of the easterly extension of the northerly line of Lot 1 of the West 1074' of Lot 64 in Littleton and Sawyer's addition; and

All that part of the Rosedale Avenue right of way lying south of the southerly line of West Locust Street and lying north of the easterly extension of the southerly line of Lot 42 of Wm. Blake's Addition; and

All that part of the right of way of the alley lying adjacent to and east of Lot 2-12B of Wood's Addition, lying south of the easterly right of way of Rosedale Avenue

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and lying north of the easterly extension of the southerly line of said Lot 2-12B;
and

All that part of the Alta Vista Street right of way lying south of Lot 24D of A. P. Wood's Addition and lying north of the easterly extension of the southerly line of Lot 20 of A. P. Wood's Addition; and

All that part of the Williams Street right of way lying east of the easterly right of way line of Alta Vista Street and lying west of westerly right of way line of Blake Street; and

All that part of the north half of the Bellevue Street right of way lying east of the easterly right of way line of Alta Vista Street and lying west of the westerly right of way line of Blake Street; and

All that part of the Blake Street right of way lying south of the southerly right of way line of West Locust Street and lying north of the westerly extension of the centerline of Vacated Bellevue Street adjacent to Lot 90 in A. P. Woods Addition; and

Lot 5 and East 10' of Lot 4 Ellen Blake's Subdivision; and

The South 150' of the West 40' of Lot 4 Ellen Blake's Subdivision; and

The North 170' of the West 40' of Lot 4 Ellen Blake's Subdivision; and

Lot 3 of Ellen Blake's Subdivision; and

Lot 2 of Ellen Blake's Subdivision; and

Lot 1 of Ellen Blake's Subdivision; and

The East 235' of Lot 64 of Littleton & Sawyer's and Lot 2 of Mineral Lot 93A and the Balance of Lot 2 of Mineral Lot 95; and

All of Kingdom Hall Place; and

Lot 1 of the West 1074' of Lot 64 of Littleton & Sawyer's Addition; and

Lot 2-1-1-1 and Lot 1-2-1-1 of Wm. Blake's Addition, and Lot 2 & Lot 2-1 of Part of Mineral Lot 184; and

Lot 1-1-1-1 and Lot 2-2-1-1 of Wm. Blake's Addition; and

Lot 2 and Lot 2-1 of Wm. Blake's Addition; and

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Lots 1-3 and Lot 2-4 of Wm. Blake's Addition; and

Lot 2-3 and 1-4 of Wm. Blake's Addition; and

Lots 5 to 19, inclusive, of Wm. Blake's Addition; and

Lots 2-11, 2-12, and the East 30' of Lot 2-10 in Southview Heights, also Lots 20, 21 and the East 30' of Lot 22 of Wm. Blake's Addition; and

The West 70' of Lot 22 of Wm. Blake's Addition and Lot 2-9 and the West 20' of Lot 2-10 of Southview Heights; and

Lot 1-23 of Wm. Blake's Addition and Lots 2-2-7 and 1-2-8 of Southview Heights; and

Lots 2-23 and the East 50' of Lot 24 of Wm. Blake's Addition and Lots 2-6, 1-2-7, and 2-2-8 of Southview Heights; and

The West 50' of Lot 24 of Wm. Blake's Addition and Lot 2-5 of Southview Heights; and

Lot 25 of Wm. Blake's Addition; and

Lot 26 Wm. Blake's Addition; and

Lot 27 of Wm. Blake's Addition and Lot 2-1-1-1-2 of Clarke College Place; and

Lots 29 to 42, inclusive, of Wm. Blake's Addition; and

Lot 2 of Lot 43 of Wm. Blake's Addition; and

Lot 2 of Lot 44 of Wm. Blake's Addition; and

Lot 2 of Lot 45 of Wm. Blake's Addition; and

Lot 2 of Lot 46 of Wm. Blake's Subdivision; and

Lot 2 of Lot 12B of Wood's Addition; and

Lots 20, 21, and 22 of A. P. Wood's Addition; and

Lot 23 of A. P. Wood's Addition; and

Lot 2-24 and 2-24A of A. P. Wood's Addition; and

Lot 24D of A. P. Wood's Addition; and

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Lot 24C of A. P. Wood's Addition; and

Lots 24B to 36B, inclusive, of A. P. Wood's Addition; and

Lots 25A to 36A, inclusive, of A. P. Wood's Addition; and

The North 40' of Vacated Williams Street in A. P. Wood's Addition; and

Lots 25 to 36, inclusive, of A. P. Wood's Addition; and

Lots 6 to 10, inclusive, and the North 1/2 and South 1/2 of Lot 5, all of Lot 98A of A. P. Wood's Addition; and

Lot 4-98A of Wood's Addition; and

Lot 3-98A of A. P. Wood's Addition; and

Lot 2-98A of A. P. Wood's Addition; and

Lot 1-98A of A. P. Wood's Addition; and

Lots 90 to 98, inclusive, in A. P. Wood's Addition, and the northerly 1/2 of Vacated Bellevue Street abutting said lots 90 to 98, in A.P. Wood's Addition; and

Part of the North 1/2 of Vacated Bellevue Street Lying South of McGrath's Subdivision Southeast 1/4 Northeast 1/4 Section 23, T89N, R2E in the City of Dubuque; and

Part of Vacated Bellevue Street lying between McGrath's Subdivision and Kirkwood Place in the City of Dubuque; and

Lot 1 and Lot 2-2 of McGrath's Subdivision; and

Lots 3 and 4 and Lot 1-2, all in McGrath's Subdivision; and

Lot 5 of McGrath's Subdivision; and

Lot 6 of McGrath's Subdivision; and

Lot 1 of Mineral Lot 95; and

Lot 9 of McGrath's Subdivision; and

Lots 7 and 8 of McGrath's Subdivision; and

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Lot 10 of McGrath's Subdivision; and

Lots 2 to 5, inclusive, of Union Avenue Subdivision #2; and

Lot 1 of Union Avenue Subdivision #2 and Lot 2 of Mosher's Subdivision; and

Lot 1-3, 1-2, and 1-1 of Connolly's Subdivision, and Lot 1 of Part of City Lot 711.

All in the City of Dubuque, Dubuque County, Iowa.

27. Dubuque Brewing and Malting Subarea of the district shall include the following described properties:

Beginning at the intersection of the northerly right of way line of East 30th Street and the westerly right of way line of Jackson Street; thence northeasterly along the northerly right of way line of East 30th Street to the southeast corner of a Part of Lot 8 of Mineral Lot 322 as shown on the Final Plat of Liebe's Subdivision No. 3, also being a point on the westerly line of Lot 1-2-1 of Becker Place, thence northwesterly along the easterly lines of Part of Lot 8 and Part of Lot 7 as shown on the Final Plat of Liebe's Subdivision, Lot 1-6 of Mineral Lot 322, and Lot 4A of Mineral Lot 322 and its northerly extension to a point on the northerly right of way line of East 32nd Street; thence southwesterly along the northerly right of way line of East 32nd Street to the westerly right of way line of Jackson Street; thence southeasterly along the westerly right of way line of Jackson Street to the westerly extension of the northerly line of Lot 2 of Liebe's Subdivision No. 2; thence northeasterly along said northerly line and westerly extension to the northeast corner of said Lot 2; thence southeasterly along the easterly line of Lots 1 and 2 of Liebe's Subdivision No. 2 to the southeast corner of Lot 1 of Liebe's Subdivision No. 2; thence southeasterly across Liebe Street right of way to the northeast corner of Lot 1 of Liebe's Subdivision No. 1; thence southeasterly along the easterly lines of Lots 1 and 2 of Liebe's Subdivision No. 1 to the southeast corner of Lot 2 of Liebe's Subdivision No. 1; thence southwesterly along the southerly line of said Lot 2 and its westerly extension to the westerly right of way of Jackson Street; thence southeasterly along the westerly right of way of Jackson Street to the point of beginning.

28. 15th Street Subarea of the district shall include that area generally bounded by the following description: Beginning at the intersection of the northerly right of way line of East 15th Street and the easterly right of way line of Elm Street in the City of Dubuque, Dubuque County, Iowa;

Thence northeasterly along the northerly right of way line of East 15th Street to a point of intersection with the westerly right of way line of a public alley lying between Pine Street and Maple Street; Thence northwesterly along said westerly

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right of way line to the northeast corner of the North 35 feet of Lot 255 in East Dubuque Addition # 2; Thence southwesterly along the northwesterly line of said Lot to a point of intersection with the easterly right of way line of Pine Street; Thence northwesterly along said easterly right of way line to the southerly right of way line of E. 16th Street; Thence southwesterly along said southerly right of way line to a point of intersection with the easterly right of way line of Elm Street; Thence southeasterly along said easterly right of way line to a point of intersection with the northerly right of way line of E. 15th Street, said point being the point of beginning.

29. Lower Kaufmann Subarea of the district shall include the following described properties:

All that part of the Public Alley right of way between Francis Street, Central Avenue, Kaufmann Avenue, and West 23rd Street lying north of the north right of way line of Kaufmann Avenue and south of the easterly extension of the south line of the North Half of Lot 19 in Tivoli Addition; and

Lots 4, 5, 6, 7, and 8, all in the Subdivision of Lot 20 and the South 1/2 of Lot 19 Tivoli Addition; and

Lot 3 of the Subdivision of Lot 20 and of South 1/2 of Lot 19 Tivoli Addition; and
Lot 2 of the Subdivision of Lot 20 and of South 1/2 of Lot 19 Tivoli Addition; and

All that part of the Francis Street right of way lying north of the north right of way line of Kaufmann Avenue and south of the easterly extension of the north line of Lot 2-21 in Tivoli Addition; and

Lot 1-21 Tivoli Addition; and
Lot 2-21 Tivoli Addition; and

All that part of the Public Alley right of way adjacent to Lot 38 of Tivoli Addition lying north of the northerly right of way line of Kaufmann Avenue and lying south of the easterly extension of the north line of said Lot 38; and

Lot 38 Tivoli Addition; and
Lot 39 Tivoli Addition; and
Lot 1-40 Tivoli Addition; and

All that part of the Valeria Street right of way lying north of the northerly right of way line of Kaufmann Avenue and south of the easterly extension of the north line of Lot 1-1-1-1 in Weland's Subdivision; and

Lot 1-1-1-1 and Lot 2-2-2 Weland's Subdivision; and
Lot 2-1-1 Weland's Subdivision; and

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Lot 2-1 and Lot 1-2-2 of Subdivision of Lots 129, 131, 131A & 135A L H Langworthy's Addition aka Weland's Subdivision; and
Lot 2-2A & Lot 1-2 Weland's Subdivision; and
Lot 1-2A Weland's Subdivision; and
Lot 3 Weland's Subdivision; and
Lot 3A Weland's Subdivision; and
The East 27' of Lot 4 Weland's Subdivision; and
The West 35' of Lot 4 Weland's Subdivision; and
Lot 5 Weland's Subdivision; and
Lot 5 of the Subdivision of Lots 3 & 4 of Lot 135 L H Langworthy's Addition; and
All of the Private Driveway known as Fuller Place Abutting Lots 2, 3, 4 & 5 of the Sub. of Lots 3 & 4 of Lot 135 L H Langworthy's Addition East 50'1 and West 1/2-2 all of Lot 135 LH Langworthy's Addition; and
Lot 2 of the Subdivision of Lots 3 and 4 of Lot 135 L H Langworthy's Addition; and
The Middle 37' of Lot 7 Cushing's Subdivision; and Lot 3 of the Subdivision of Lots 3 and 4 of Lot 135 L H Langworthy's Addition; and
The North 38' of Lot 7 Cushing's Addition; and Lot 4 of the Subdivision of Lots 3 and 4 of Lot 135 L H Langworthy's Addition; and
Lot 1 of the Subdivision of Lots 3 and 4 of Lot 135 L H Langworthy's Addition; and
The South 60' of Lot 7 Cushing's Subdivision; and
Lot 8 and the East 7 1/2' of Lot 9 Cushing's Subdivision; and
The West 22 1/2' of Lot 9 and the East 15' of Lot 10 Cushing's Subdivision; and
The West 15' of Lot 10 and the East 22'6" of Lot 11 Cushing's Subdivision; and
Lot 12 and the West 7 1/2' of Lot 11 Cushing's Subdivision; and
Lot 13 Cushing's Subdivision; and
Lot 14 Cushing's Subdivision; and
Lot 15 Cushing's Subdivision; and
Lot 6 C. Klingenberg's 3rd Addition; and

All that part of the Cushing Place right of way lying north of the northerly right of way line of Kaufmann Avenue and lying south of the westerly extension of the north line of Lot 6 in C. Klingenberg's Third Addition; and

Lot 2-141 L H Langworthy's Addition and Lot 4 C. Klingenberg's 3rd Addition; and
Lot 2-143 and Lot 2-1-1-1-143 L H Langworthy's Addition; and
The East 1/2 of Lot 3-143 & Lot 2-2-1-1-143 L H Langworthy's Addition; and
The West 1/2 of Lot 3-143 L H Langworthy's Addition; and
Lot 4-143 L H Langworthy's Addition; and
Lot 5-143, Lot 2-2-1-1-East 3/4-145A, and Lot 2-2-2-1-1-1-East 3/4-145A L H Langworthy's Addition; and
Lot 1 Janice Place on Kaufman Avenue; and
Lot 2 Janice Place on Kaufmann Avenue; and
Lot 1-1-West 1/4 of Lot 145A L H Langworthy's Addition; and
Lot 1 Herbst Place #2; and

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Lot 2-1-1-3-145 and the South 192.60' of the West Part of Lot 1-2-145 L H Langworthy's Addition; and
Lot 1-1-1-3-145 and 2-2-1-147 and Lot 2-2-2-147 L H Langworthy's Addition; and
The East 34' of Lot 1-2-2-147 and the East 34' of Lot 2-2-1-1-147 L H Langworthy's Addition; and
The West 28' of Lot 1-2-2 of 147 L H Langworthy's Addition; and
The West 28' of Lot 2-2-1-1-147 L H Langworthy's Addition; and
Lot 2-1-2-147 and Lot 1-2-1-1-147 L H Langworthy's Addition; and
The East 1/2 of Lot 1-1-2-147 and Lot 2-1-1-1-147 L H Langworthy's Addition; and
Lot 1-1-1-1-147 and the West 1/2 of Lot 1-1-2-147 L H Langworthy's Addition; and
All of Cornelia Place; and
Lot 2 of the West 1/2 of Lot 148 L H Langworthy's Addition; and
Lot 2-1 of the West 1/2 of Lot 148 L H Langworthy's Addition; and
Lot 1-1 of the West 1/2 of Lot 148 L H Langworthy's Addition; and

All that part of the Valeria Street right of way lying east of the easterly right of way line of Kaufmann Avenue and west of the northerly extension of the easterly line of Lot 1-1 of the West Half of Lot 148 in L H Langworthy's Addition; and

Lot 1-149 L H Langworthy's Addition and Lot 2-1-5 and Part of 2-5 of Mineral Lot 316; and
Lot 2-149 L H Langworthy's Addition; and
The Southerly 50' of the South 100'-Lot 151 L H Langworthy's Addition; and
The North 50' of the South 100' of Lot 151 L H Langworthy's Addition; and
The Southerly 61' of the Northerly 71' of Lot 151 L H Langworthy's Addition; and
The Northerly 10' the Northerly 71' of Lot 151 and the Southerly 50' of the Southerly 100' of Lot 155 L H Langworthy's Addition; and
The Northerly 50' of the Southerly 100' of Lot 155 L H Langworthy's Addition; and
Lot 2 of the Subdivision of the Southwesterly 100' of the Northwesterly 92' of Lot 155 L H Langworthy's Addition; and
Lot 1 of the Subdivision of the Southwesterly 100' of the Northwesterly 92' of Lot 155 L H Langworthy's Addition; and

All that part of the Greenfield Street right of way lying east of the easterly right of way line of Kaufmann Avenue and lying west of the southerly extension of the westerly line of Lot 1-7 in Springgreen Subdivision; and

Lot 6 and Lot 2-7 Springgreen Subdivision; and
Lot 5 Springgreen Subdivision; and
Lot 4 Springgreen Subdivision; and
Lot 3 Springgreen Subdivision; and

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All that part of the Kane Street right of way lying north of the northerly right of way line of Kaufmann Avenue and lying south of the westerly extension of the north line of Lot 3 in Springgreen Subdivision; and

Lot 1 Kieffer Place; and
Lot 2-1 and Lot A of Vogt Place; and

All that part of the Kaufmann Avenue right of way lying south and east of the southerly extension of the west line of Lot 2-1 of Vogt Place and lying north and west of the southerly extension of the westerly line of Lot 1 of Tivoli Addition; and

Lot 158A L H Langworthy's Addition; and
Lot 154 L H Langworthy's Addition; and
Lot 154A L H Langworthy's Addition; and
Lot 2-1-153 L H Langworthy's Addition; and
Lot 1-1-153 L H Langworthy's Addition; and
Lot 2-153 and the North 27' of Lot 2-1-153A L H Langworthy's Addition; and
The South 50' of Lot 2-1-153A L H Langworthy's Addition; and
Lot 2-2-153A L H Langworthy's Addition; and
Lot 1-2-152 and Lot 1-2-153A L H Langworthy's Addition; and
Lot 1-2-2-152 L H Langworthy's Addition; and
Lot 2-2-2-152 L H Langworthy's Addition; and
The NW 4' of Lot 2 of Lot 150 and Lot 1-152 L H Langworthy's Addition; and
The East 88.5' of Lot 2 of the Subdivision of Lot 150 L H Langworthy's Addition; and
Lot 6 of the Subdivision of Lot 150A and of Lot 1 of Lot 150 L H Langworthy's Addition; and
Lot 1-5 of the Subdivision of Lot 150A and of Lot 1 of Lot 150 L H Langworthy's Addition; and

All that part of the Hempstead Street right of way lying south of the southerly right of way line of Kaufmann Avenue and lying north of the northerly right of way line of Lowell Street; and

Lot 1-1-3-146 and 146A and Lot 1-1-2-3-146 and 146A Of L H Langworthy's Addition; and
Lot 1 of Lot 2 of Lots 146 and Lot 146A L H Langworthy's Addition; and
Lot 1-1-1-151 Mechanic's Addition; and
Lot 1 of the Subdivision of Lot 1 of Lots 146 and Lot 146A in L H Langworthy's Addition and Lot 2 of the Subdivision of Lot 2 of Lots 146 and Lot 146A L H Langworthy's and Lot 2-of the Subdivision of Lot 1 of Lot 1 of Lot 151 Mechanics Addition; and
Lot 2 of Lot 1 of the Subdivision of Lots 146 and Lot 146A L H Langworthy's Addition and Lot 2 of Lot 1 of Lot 151 Mechanic's Addition; and
Lots 152, 153 and Lot 2-151 Mechanic's Addition; and
Lot 154 and the West 42' 4" of Lot 155 Mechanic's Addition; and

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All of the Public Alley right of way between Lots 155 and 156 in Mechanic's Addition; and

Lot 156 Mechanic's Addition; and

Lot 157, 158 and 159 Mechanic's Addition; and

Lot 9 and Lot 1-10 of Lots 138, 140, and 142 of L H Langworthy's Addition; and

Lot 1-8 of Lots 138, 140, & 142 L H Langworthy's Addition; and

The West 20' of Lot 6, the West One Half of Lot 7 except the East 5 feet thereof, and Lot 2 of Lot 8, all of the Subdivision of Lots 138, 140, and 142 L H

Langworthy's Addition; and

The East 30' of Lot 7, and the East 5' of Lot 6, and Lot 5, all of the Subdivision of Lots 138, 140, and 142 L H Langworthy's; and

Lot 4-138, 4-140, and 4-142 L H Langworthy's Addition; and

Lot 3-138, 3-140, and 3-142 L H Langworthy's Addition; and

Lot 2-138, 2-140 and 2-142 L H Langworthy's Addition; and

Lot 1 of the Subdivision of Lot 1 and the balance of Lot 2 of the Subdivision of Lot 1, both of the Subdivision of Lots 138, 140 and 142 L H Langworthy's Addition;

and

The North 296' of the West 1/4 of Lot 136 L H Langworthy's Addition; and

The South 50' of the West 1/4 of Lot 136 L H Langworthy's Addition; and

The balance of the Easterly Half of the Westerly Half of Lot 136 L H Langworthy's Addition; and

Lot 2 of Lot 1, and Lot 2, both of the East 1/2 of Lot 136 L H Langworthy's Addition; and

The balance of Lot 1 of Lot 1 of the East 1/2 of Lot 136 L H Langworthy's Addition; and

The balance of Lot 7 Siege Subdivision; and

The West 1/2 of Lot 6 Siege Subdivision; and

The East 1/2 of Lot 6 Siege Subdivision; and

The West 1/2 of Lot 5 Siege Subdivision; and

The East 1/2 of Lot 5 Siege Subdivision; and

Lot 4 Siege Subdivision; and

Lot 3 Siege Subdivision; and;

Lot 2 Siege Subdivision; and

Lot 1-1 Siege Subdivision; and

All that part of the Kleine Street right of way lying south of the southerly line of Kaufmann Avenue and lying north of the easterly extension of the south line of Lot 1-2 in Seiges Subdivision; and

Lot 1-63 Marsh's Addition; and

Lot 2-63 Marsh's Addition; and

Lots 3-38 and 4-38 Marsh's Addition; and

Lot 2-38 Marsh's Addition; and

Lot 1-38 Marsh's Addition; and

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All that part of the North Main Street right of way lying south of the southerly line of Kaufmann Avenue and lying north of the westerly extension of the south line of Lot 37 in Marsh's Addition; and

Lot 37 Marsh's Addition; and
Lot 36 Marsh's Addition; and
Lot 35 Marsh's Addition; and
Lot 34 Marsh's Addition; and
Lot 33 Marsh's Addition; and
Lot 32 Marsh's Addition; and
The North 95' of Lot 31 Marsh's Addition; and
The North 95' of Lot 1 Marsh's Addition

All that part of the Heeb Street right of way lying south of the southerly line of Kaufmann Avenue and lying north of the easterly extension of the southerly line of Lot 12 of Marsh's Addition; and

The South 40' of Lot 1, the North 5' of Lot 2, and the South 40' of Lot 31 Marsh's Addition; and
The South 45' of Lot 2 Marsh's Addition; and
Lot 3 Marsh's Addition; and
Lot 4 Marsh's Addition; and
Lot 5 Marsh's Addition; and
The North 40' of Lot 6 Marsh's Addition; and
Lot 12, Lot 11, Lot 10, and the South 30' of Lot 9, and the East 60' of the North 20' of Lot 9, and the West 125' of the North 20' of Lot 9, Lot 8, Lot 7 and the South 10' of Lot 6, all in Marsh's Addition; and

Lot 62 Marsh's Addition; and
Lot 2-1 Siege Subdivision; and

Lot 1-2-2-3 of the Subdivision of Lots 146 and 146A L H Langworthy's Addition; and
Lots 1-2-150, 1-2-2-150, and 1-150 Mechanic's Addition; and
Lot 1 Runde Place; and
Lot 2 Runde Place; and

All that part of the Napier Street right of way lying east of the easterly right of way line of Hempstead Street and lying west of the northerly extension of the east line of Lot 125 in Mechanic's Addition; and

Lot 125 Mechanic's Addition; and
Lot 124 Mechanic's Addition; and
Lot 123 Mechanic's Addition; and

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All that part of the Public Alley right of way between Lots 119, 120, 121, 122 and 123 in Mechanic's Addition lying east of the easterly right of way line of Hempstead Street and lying west of the southerly extension of the east line of Lot 123 in Mechanic's Addition; and

Lot 2-121 and 2-122 Mechanic's Addition; and
Lot 1-121 and 1-122 Mechanic's Addition; and
Lots 83 and 84 Pleasant View Addition; and
The East 35' of Lot 85 Pleasant View Addition; and
Lots 80, 81, and 82 Pleasant View Addition; and

All that part of the Public Alley right of way between Lots 80, 81, 82, 83, 84, and 85 in Pleasant View Addition lying west of the westerly right of way line of Hempstead Street and lying east of the northerly extension of the East 35' of Lot 85 in Pleasant Valley Addition; and

Lot 79 and 79A Mechanic's Addition; and
Lot 78 Mechanic's Addition; and
Lot 77 Mechanic's Addition; and
Lot 76 Mechanic's Addition; and
Lot 75 Mechanic's Addition; and

All that part of the Montcrest Street right of way lying west of the westerly right of way line of Hempstead Street and lying east of the northeasterly extension of the westerly line of Lot 75 in Mechanic's Addition; and

Lot 1-73 and 1-74 Mechanic's Addition; and
Lot 1-2 of the Subdivision of Lot 150A and Lot 1-150 L H Langworthy's Addition;
and
Lot 1-3 of the Subdivision of Lot 150A and Lot 1-150 L H Langworthy's Addition;
and
Lot 1-1 of the Subdivision of Lot 150A and Lot 1-150 L H Langworthy's Addition;
and
Lot 1-4 of the Subdivision of Lot 150A and Lot 1-150 L H Langworthy's Addition.

30. North Peru Road Subarea of the district shall include the following described properties:

Lot 1 of Fountain Hill Resubdivision; and

Lots 2 and 3, and Lot 1 of Lot 1 of Lot 4, Lot 2 of Lot 1 of Lot 2 of Lot 4, and Lot 2 of Lot 2 of Lot 4, all of the Subdivision of the South West $\frac{1}{4}$ of Section 1, Township 89 North, Range 2 East, of the 5th Principal Meridian, all in the City of Dubuque, Iowa; and

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All that part of the easterly 33' of the right of way of Peru Road lying south of the northerly line of Lot 2 of Lot 2 of Lot 4 of the Subdivision of the South West $\frac{1}{4}$ of Section 1, Township 89 North, Range 2 East, of the 5th Principal Meridian and its westerly extension, and lying north of the northerly line of Emerald Acres No. 1 and its easterly extension; and

All that part of the right of way of Peru Road lying south of the northerly line of Emerald Acres No. 1 and its easterly extension, and lying north of the easterly line of Lot 4A of Mineral Lot 322 and its northerly extension.

31. Stafford Street Subarea of the district shall include the following described properties:

The Southeasterly 95.53 feet of Lot 17 and the Southeasterly 95.53 feet of Lot 3 of the Subdivision of Lot 18, both in "Dreibelbis Addition, Dubuque" in the City of Dubuque, Iowa, according to the recorded Plat thereof

32. Roosevelt Street Subarea of the district shall include the following described properties:

Lots 6, 7, 8, and 9 in Block 1 of "River Front Subdivision No. 5" in the City of Dubuque, Iowa; and

Lot 2 of Subdivision of Lot 1 of Lot 1 of Lot 1 in Block 1 of "Riverfront Subdivision No. 5", in the City of Dubuque, Iowa; and

Lot 2 of Subdivision of Lot 1 of Lot 1 in Block 1 of "Riverfront Subdivision No. 5", in the City of Dubuque, Iowa; and

Lot 2 of Subdivision of Lot 1 in Block 1 of "Riverfront Subdivision No. 5", in the City of Dubuque, Iowa; and

Lot 5, in Block 1, in "River Front Subdivision No. 5" in the City of Dubuque, Iowa.

All in the City of Dubuque, Iowa

33. Hawthorne Street Subarea of the district shall include the following described properties:

Lot 1-2 of Block 2 in River Front Subdivision No. 3, in the City of Dubuque, Iowa.

34. Locust Street Subarea of the District shall include the following described properties:

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All that part of the east half of the right of way of Bluff Street lying between the westerly extension of the north right of way line of Jones Street and the westerly extension of the south right of way line of Jones Street; and

All that part of the right of way of Jones Street lying east of the east right of way line of Bluff Street and west of the northerly extension of the east right of way line of Bissell Lane; and

All that part of the right of way of Bissell Lane lying south of the south right of way line of Jones Street and north of the westerly extension of the north line of the West 36'2" of the North Half of City Lot 574; and

The Southerly 26 feet of Lot 573, Lot 574 "A", the Northerly 1/2 of Lot 574, except the Westerly 36 feet 2 inches thereof, Lot 1 of Lot 575, and Lot 2 of Lot 2 of Lot 575, in the City of Dubuque, Iowa, according to the United States Commissioners' Plat and the recorded Plats thereof; and

Lot 2 of the Northerly 21 feet of the North 1/2 of Lot 572, the South 21 feet of the North 1/2 of Lot 572, the South 21 feet of the North 1/2 of Lot 572, the South 1/2 of Lot 572, and the Northerly 40 feet of Lot 573, in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

All in the City of Dubuque, Iowa

MINUTES

CONSULTATION WITH AFFECTED TAXING BODIES for the Amended and Restated URBAN RENEWAL PLAN for the Greater Downtown Urban Renewal District, Version 2024.3

Tuesday, November 26, 2024 at 2:00 p.m.
Microsoft Teams Meeting
Meeting ID: 229 581 441 805
Passcode: o2n5hS26

Meeting Commenced: 2:00 p.m.

Present: No representatives from the taxing bodies were in attendance.

Meeting Adjourned: 2:30 p.m.

A handwritten signature in black ink, reading "Jill M. Connors" with a stylized flourish at the end.

Jill M. Connors

Economic Development Director, City of Dubuque

RESOLUTION NO. ____-24

APPROVING THE AMENDED AND RESTATED URBAN RENEWAL PLAN FOR THE GREATER DOWNTOWN URBAN RENEWAL AREA, VERSION 2024.3

WHEREAS, by Resolution 381-24 adopted on November 18, 2024, the City Council of the City of Dubuque, Iowa authorized the preparation of an Amended and Restated Urban Renewal Plan (the "Amended and Restated Plan, Version 2024.3") for the Greater Downtown Urban Renewal Area (the "Area"); and

WHEREAS, the City of Dubuque's primary objective for the Amended and Restated Plan, Version 2024.3, is to provide opportunities which will further economic development purposes and objectives and remediate blighting conditions, and to address these objectives, additional projects are being added as described in the Amended and Restated Plan; and

WHEREAS, a consultation process has been undertaken with affected taxing entities in accordance with Chapter 403 of the Code of Iowa with no written objections or recommended changes to the Amended and Restated Plan, Version 2024.3, received; and

WHEREAS, the City Council, in accordance with Chapter 403 of the Code of Iowa, has held a public hearing on the proposed Amended and Restated Plan, Version 2024.3.

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

Section 1. That the Amended and Restated Urban Renewal Plan, Version 2024.3, for the Greater Downtown Urban Renewal Area, on file in the City Clerk's Office and made reference to herein, is hereby approved.

Section 2. That the City Clerk of the City of Dubuque, Iowa is hereby authorized and directed to file a certified copy of this Resolution in the office of the Dubuque County Auditor.

Passed, approved and adopted this 16th day of December, 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ACTION ITEMS # 1.

ITEM TITLE: Adoption of the 2024 Chaplain Schmitt Island Development Plan

SUMMARY: City Manager recommending City Council adopt the resolution approving the 2024 Development Plan for Chaplain Schmitt Island.
RESOLUTION Adopting A Development Plan For Chaplain Schmitt Island

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

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Development Plan 2024
4. Master Plan - 2014, amended 2017
5. Chaplain Schmitt Island Floodplain Study
6. Hwy 151 Bridge Design Exploration
7. Online Public Comments
8. Open House Recap and Public Input
9. Long Range Planning Advisory Commission Recommendation
10. Resolution of Adoption

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Adoption of the 2024 Chaplain Schmitt Island Development Plan

DATE: December 12, 2024

Economic Development Director Jill Connors is recommending City Council adopt the resolution approving the 2024 Development Plan for Chaplain Schmitt Island.

In February 2023, DRA hired Iowa-based RDG Planning & Design (RDG) to research, develop and deliver a comprehensive development plan for Chaplain Schmitt Island (the Island). The plan defines concrete next steps related to the community's vision of the Island being developed as "Dubuque's Gateway to Entertainment and the Mississippi." As a part of this work, RDG was tasked with summarizing existing master plans for the Island, as well as completing more detailed studies on the Island's current infrastructure, natural resources, development potential, potential economic impact and more.

The visioning and planning work being done by RDG has been overseen by a steering committee to help guide the creation of this Development Plan throughout the entirety of the process. This steering committee is comprised of representatives from the DRA, City of Dubuque, RDG Planning & Design, AECOM, Strand Associates, Inc., and Impact7G/ Eocene Environmental Group.

The steering committee has met weekly for the past 18+ months and has put together the attached Development Plan for the Island. During this time, the steering committee has brought draft plans to City Council during public work sessions.

Upon completion of a proposed final draft of the Development Plan, which addresses many of the City Council's goals and priorities, steering committee members conducted public input through multiple channels: a public survey available online, a public open house meeting, and presentation to both the Long Range Planning Advisory Commission and the Parks & Recreation Commission.

Both the Long Range Planning Advisory Commission and the Parks and Recreation Commission unanimously recommended approval of the Chaplain Schmitt Island Development Plan.

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
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Dubuque, Iowa 52001-4763
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TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Adoption of the 2024 Chaplain Schmitt Island Development Plan

DATE: December 9, 2024

INTRODUCTION

The purpose of this memorandum is to present City Council the 2024 Development Plan for Chaplain Schmitt Island and requests approval of the attached resolution adopting said Plan.

BACKGROUND

In 2014, a Master Plan for Chaplain Schmitt Island (the Island) was adopted which laid out key community desires for the creation of a destination area on the Island. This was followed in 2017 with a Placemaking Plan, which was updated in 2022 to include an amphitheater and improved trails, resulting in the City being awarded a number of grants to accomplish these projects.

DISCUSSION

In February 2023, the DRA (gaming and entertainment facilities which provide for social, economic and community betterment and lessen the burden of Dubuque city and area government, while contributing to the growth and viability of Dubuque area tourism) hired Iowa-based RDG Planning & Design (RDG) to research, develop and deliver a comprehensive Development Plan for the Island which would outline strategies, budgets, and timelines to implement specific projects informed by the vision set forth in the previous plans. The Development Plan defines concrete next steps related to the community's vision of the Island being developed as "Dubuque's Gateway to Entertainment and the Mississippi." As a part of this work, RDG was tasked with summarizing existing Master Plan and Placemaking Plan for the Island, as well as completing more detailed studies on

the Island's current infrastructure, natural resources, development potential, potential economic impact and more.

The visioning and planning work being done by RDG has been overseen by a steering committee to help guide the creation of this Development Plan throughout the entirety of the process. This steering committee is comprised of representatives from the DRA, City of Dubuque, RDG Planning & Design, AECOM, Strand Associates, Inc., and Impact7G/Eocene Environmental Group.

The steering committee has met weekly for the past 18+ months and has put together the attached Development Plan for the Island. During this time, the steering committee has brought draft plans to City Council during public work sessions.

Upon completion of a proposed final draft of the Development Plan, which addresses many of the City Council's goals and priorities, steering committee members conducted public input through multiple channels: a public survey available online, a public open house meeting, and presentation to both the Long Range Planning Advisory Commission and the Parks & Recreation Commission. Input from each of these sources is attached to these materials.

Both the Long Range Planning Advisory Commission and the Parks and Recreation Commission unanimously recommended approval of the Chaplain Schmitt Island Development Plan.

BUDGET IMPACT

Future budgeting decisions will impact the ability of the Development Plan's recommendations to come to fruition.

RECOMMENDATION

I respectfully request City Council adoption of the attached Chaplain Schmitt Island Development Plan via the attached resolution.



SEPTEMBER
2024

DEVELOPMENT PLAN



SCHMITT
ISLAND

DEVELOPMENT PLAN



Dubuque Racing Association

Alex Dixon
Brian Rakestraw
Kathy Buhr
Mandy Miller
Stacy Kansky



City of Dubuque

Steve Sampson Brown
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Jill Connors
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Ryan Peterson
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AECOM

Chris Brewer
Cameron Martin



Strand Associates, Inc.

Michael Jensen
Mark Shubak



Impact7G

Judy Joyce



VISION

"Dubuque's Gateway to **Entertainment** and the **Mississippi**."

MISSION

"A connected island that welcomes visitors and the community to **recreation, entertainment** and the **outdoors**."



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Executive Summary

Executive Summary

Introduction

In 2014, the City of Dubuque created the Schmitt Island Master Plan, establishing an early vision for the island's future. A key strategy within this plan was the establishment of an island resort destination. A mixed use area that would help attract residents, improve the quality of life and offer tourism opportunities. Some of these ideas have started to emerge in the built form, including an expansion of the Q Casino + Resort, enhancements to the trail system and transportation improvements through the recently awarded Federal Raise Grant. Given these improvements – and the fact that the Southern portion of the island has not experienced the same level of investment, clarity is needed on what the highest and best uses of these lands are.

Within the 2014 plan, additional redevelopment uses included sports tourism, recreational/passive sports and residential development – all would be pivotal to the island's success. While the strategies behind this vision have merit, further study was needed to understand the potential costs and economic impacts of what is feasible as significant changes (Covid-19, interest rate hikes, inflation, etc.) have occurred throughout the world and within Iowa over the past several years, impacting the greater Dubuque region.

As we look ahead into the sections of this document, the Schmitt Island Development Plan provides a comprehensive framework to prioritize, clarify, and move development forward, helping to create a unique, one-of-kind island destination on the Mississippi.

Process

The planning process was iterative and took a systematic perspective, completing the appropriate level of due diligence that is necessary to build investor confidence, identify potential pitfalls and to create a program for development that contains the right mix of uses, with an ultimate goal of creating a vibrant, destination development. Within the plan, special attention was given to these critical factors:

- **Market Research.** What uses are in demand within the Dubuque region? Are there gaps that are best served on Schmitt island?
- **Financial Feasibility.** Are the uses financially feasible – what level of incentive is needed to make the improvements a realistic project?
- **Resiliency and Flooding.** What improvements are needed to protect future investments? Are there ways to construct buildings that resilient?
- **Natural Resources.** A defining characteristic of the island – what

should be done to reconnect the residents of Dubuque and Island users to the landscape?

- **Connectivity.** What modes, improvements or strategies are necessary to help improve the connectivity and circulation on the island?

Together, these factors have been evaluated, providing clarity for what could be, while addressing the myriad of questions that arise as development opportunities are initiated.

Action & Next Steps

As you read through the plan and view the illustrations of the proposed development, several critical actions are needed to advance the project (amongst many more high priority improvements). This includes working with the Department of Interior and the State of Iowa to remove the use restrictions on the Gerald "Red" Mc Aleece Park and Recreation Complex, update the Schmitt Island Planned Unit Development Ordinance to include residential as a permissible use and work with the City to understand the potential geotechnical considerations on the island. Completing these items will help provide clarity and build investor confidence, ultimately continuing the momentum generated by this planning effort.







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Background & Momentum

Background & Momentum

Why a Development Plan Now?

Over the past year, multiple stakeholders convened, analyzed and informed the vision for Schmitt Island. While the notion of a development plan is not new, the viability and feasibility of the prior master plan's improvements (impacted by market, environmental and other concerns) have not been analyzed to the extent needed in order to make informed development decisions, invest capital or prepare the sites for development. This plan provides a summary of the analyses completed, markets contemplated, infrastructure needed and the other "development systems" that are necessary parts of a development process.

Vision

The long-term vision for the island is to create Dubuque's "Gateway to Entertainment and the Mississippi," a regional destination where people of all ages, abilities and backgrounds can experience Dubuque's beauty and high quality of life.

This plan sets out to achieve several critical objectives:

- **Leverage Existing Investments.** Multiple projects are in design or construction on the island,

including a 155 Million Dollar Casino + Resort development, the planning portion of the City's recently awarded Federal RAISE Grant, a pedestrian trail improvement that connects the Veterans memorial to the mainland and infrastructure investments to help improve sanitary sewer service.

1. **Attract New Development.** Identify ways to attract private investment from local, regional and national sources, serving as a premiere waterfront destination for Dubuque's riverfront development.
2. **Market Alignment.** Ensure that commercial, residential, entertainment and recreation uses are right sized and in sync with the local and regional markets.
3. **Identify Potential Policy Barriers.** Review existing city ordinances or policies that may unreasonably slow or negatively impact how development occurs on the island.
4. **Floodplain/Floodway Evaluation.** Evaluate the regulatory impacts on floodplain and floodway development, specific to this development initiative.
5. **Beautify the Island.** Identify ways to restore and enhance the island's natural resources and connection

to the Mississippi, which is the island's differentiating factor.

6. **Circulation Evaluation.** Review and enhance the island's infrastructure and mobility opportunities, improving the access to indoor and outdoor recreation.
7. **Be Strategic.** Determine and prioritize the highest and best development opportunities given these objectives/decision-making lenses.



Rendering of new casino development. Image: DLR / Q Casino + Resort

VISION
"Dubuque's
Gateway to
Entertainment
and the
Mississippi."

MISSION
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island that
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entertainment
and the
outdoors."

Background & Momentum

Development Plan Overview

Commissioned by the Dubuque Racing Association (DRA) and supported through numerous conversations with the City of Dubuque, this development plan uses a strategic approach that integrates the island's physical systems into the final development plan. This approach fuses the best-case scenario for resiliency, development, ecology, mobility – and economic feasibility – into a robust 20-year vision.

The DRA led weekly discussions in collaboration with the planning team to help define the island development program based on market research. Early strategies were tested and vetted with multiple developers who have completed significant volumes of work in Iowa. Further, feasibility was evaluated by key stakeholders including the United States Army Corps of Engineers and the City of Dubuque. Recommended next steps are included later in this document.

While this development plan can be seen as a refinement to the prior plan efforts, it also served as the final sieve, creating clarity for the improvements contemplated. On the following page is a summary of the key elements from concurrent design and engineering efforts along with prior plans that have been woven into this development plan.

DUBUQUE CITY COUNCIL GOALS & PRIORITIES





BRAD M. CAVANAGH
MAYOR



RIC W. JONES
AT-LARGE



DAVID T. RESNICK
AT-LARGE



SUSAN R. FARBER
1ST WARD



LAURA J. ROUSSELL
2ND WARD



DANNY C. SPRANK
3RD WARD



KATY A. WETHAL
4TH WARD

LOOKING AHEAD

Over the course of three sessions in August, City Council members affirmed the 15-year vision statement and mission statement and identified eight five-year goals for the city.

They also identified top and high priorities for a 2023-2025 policy agenda as well as in-progress projects and capital projects for 2023-2025.

FIVE-YEAR GOALS: 2023 - 2025

- Vibrant Community:** Healthy and Safe
- Financially Responsible, High-Performance City Organization:** Sustainable, Equitable, and Effective Service Delivery
- Robust Local Economy:** Diverse Businesses and Jobs with Economic Prosperity
- Livable Neighborhoods and Housing:** Great Place to Live
- Sustainable Environment:** Preserving and Enhancing Natural Resources
- Connected Community:** Equitable Transportation, Technology Infrastructure, and Mobility
- Diverse Arts, Culture, Parks, and Recreation Experiences and Activities**
- Partnership for a Better Dubuque:** Building Our Community that is Viable, Livable, and Equitable

City of Dubuque Strategic Alignment

The Schmitt Island Development Plan aligns closely with Dubuque's Five-Year Goals, with these specific strategies noted:

- Vibrant Community.** This development plan identifies a number of improvements that promote improving the physical and emotional health of those that visit the island including destination play, hospitality, trails, “eatery-tainment” and similar placemaking strategies. Improving pedestrian safety and vehicular circulation are a high priority.
- Financially Responsible, High Performance City Organization.** This development plan offers multiple strategies that help create a resilient future through financially responsible strategies for all, including additional property tax and lease income growth.
- Robust Local Economy.** The Schmitt Island Development Plan identifies multiple improvements that help diversify the community

and region's economy – including waterfront living, destination development, access to jobs and a strong connection to the natural environment. No other place in Dubuque is as physically connected to the Mississippi river as Schmitt Island – this is a key differentiator from all of Dubuque's riverfront.

- Livable Neighborhoods and Housing.** Housing is a key goal that helps ensure vibrancy and opportunity are present on the riverfront.
- Sustainable Environment.** The natural resource restoration opportunities on the island are significant. This plan identifies clear strategies to restore and revitalize the vegetation and natural amenities, helping improve the physical, social and mental health of all who use the island.
- Connected Community.** This plan identifies a series of alternative transportation opportunities, including bike trails, paths, water taxis and ride share opportunities that will help improve access and mobility within and around the

island, creating a direct connection to some of Dubuque's most disadvantaged census tracts.

- Diverse Arts, Culture, Parks and Recreation Experiences and Activities.** A key goal for the city, this strategy is woven throughout the development plan. Expectations for high quality design, an artful amphitheater and unique “placemaking” strategies will elevate the island's standing, appeal and vibrancy.
- Partnership for a Better Dubuque.** Multiple public and private development opportunities will include improvements that everyday citizens can enjoy. From the public fishing access to bike paths, riverfront promenades and destination play areas, this plan is for the people who call Dubuque home – and those who will call it home in the future.

Background & Momentum

2014 Master Plan

The 2024 Schmitt Island Development Plan brings clarity to the 2014 Master Plan strategies and opportunities, evaluating their feasibility, current demand (as of this writing the 2014 master plan is 10 years old) or desire and distills the concepts into an action plan. For more detailed information and to review the 2014 plan, please refer to this plan's appendix. The 2014 Master Plan was sponsored by the City of Dubuque.

Key “big picture strategies” that have been carried forward into this plan include the following:

- **Master Plan Goals.** Including a connected riverfront, celebrating the island, putting your feet in water and spending the day or night in any season. These goals have been woven through the development plan and are as relevant today as they were in 2014.
- **Master Plan Framework.** The “three ideas” introduced on page

29 of the 2014 report remain strong organizing factors for island development.

- **Master Plan Site Analysis.** In general, the analysis work included in the master plan was carried forward into the development plan. Minor exceptions include changes to the current tenants that lease land from the city, minor changes to land use and facilities. A new Veterans Memorial has been constructed and a new trail is currently being developed along Admiral Sheehy Drive, connecting the memorial to the city.
- **Island Destination.** The spirit of creating an island destination remains a high priority. Market analysis suggests that residential uses (built through a lens of resiliency) are needed, as is a marina village.
- **Peosta Channel Bridge.** The bridge connects back to the mainland and serves as a second point of egress from the island.

- **Tunneling under Highway 151 to connect the island.** This improvement helps connect the North and South sides of the island, improving connectivity.
- Key high level strategies from the 2014 Master Plan that are no longer viable or supported (based on the systems approach) in 2024, include the following:
- **Economics.** The 2014 Master Plan economics are from a pre-Covid world. Much has changed.
 - **Island Destination.** While the idea of maximizing the development on the south side of the island remains a key strategy, the specific tactics and uses have been revisited – especially for the ballfield site (Gerald “Red” McAleece Complex). The current market analysis does not support developing office space or traditional retail spaces, nor does it indicate a need for a minor league baseball stadium.



Option 1: Housing



Option 2: Retail



Option 3: Minor League Baseball



Background & Momentum

2017 Placemaking Plan

Please see the appendix of this document for a full copy of the 2017 Placemaking Plan.

The 2017 Schmitt Island Placemaking Plan was developed by the Dubuque Racing Association to help kick start and bring clarity to some of the initiatives proposed in the 2014 Master Plan. The plan was authored by RDG Planning & Design and focused on amenities that were not under the control of the private sector. Key placemaking plan strategies that have been carried forward into this plan include the following:

- **Vision and Mission.** The placemaking plan’s vision and mission remain true today and have been adopted as the guiding vision for the overall island.
- **Island Destination.**
 - A destination boardwalk creates an iconic entry into the island.
 - A landmark tower located at the island’s north end.
 - Revisiting the future of Miller Riverview Park.
 - A robust trail/boardwalk system.
- **Highway 151.** Light the bridge.
- **Amphitheater.**
- **2017 Design Guidelines & PUD.** During the development of the

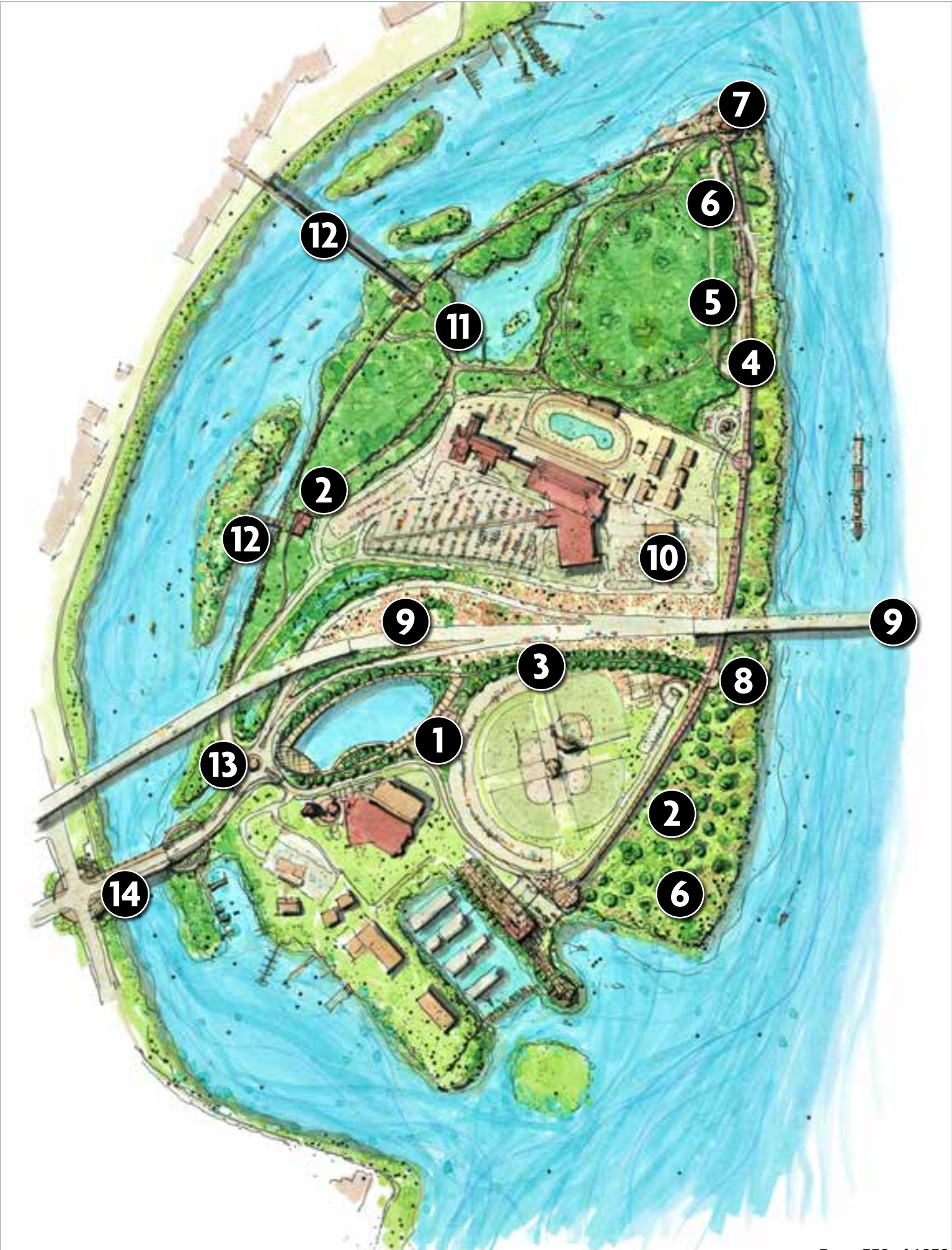
2017 Placemaking Plan, strategies were put in place to allow the island to function as its own destination and district – hence the desire to have it be regulated independently from other areas of the community. In large part this was due to the island’s unique history (landfill, flooding, etc.) and location. These generated a need to think creatively about how development should occur.

During the development of the PUD, there were concerns over traditional residential development taking place, adjacent to a resort. Therefore, residential was removed as a permitted use. Post-Covid, the market has changed and there is new demand for waterfront living, with a desire for direct access to amenity rich environments. This shift is reflected in this 2024 development plan, showing a robust marina village that incorporates residential uses.

- **2022 Island Master Plan Update.** During the summer of 2022, RDG prepared a revision to the 2017 Placemaking/2014 Master Plan that incorporated an amphitheater venue and an improved trail system into the lands currently owned by the City of Dubuque, located at the former site of Greyhound Race Track. This plan was used to seek grants from by the State of Iowa through the “Destination Iowa” grant program.

LEGEND

1. Memorial Enhancements
2. Trail and Screening
3. Trail Connection
4. Island Boardwalk
5. Camping
6. Ecological Restoration
7. Recreation Tower
8. Splash Pad
9. Highway 151 Bridge Lighting
10. Amphitheater
11. Recreation Improvements
12. Pedestrian Bridge
13. Roundabout
14. 16th Street Bridge Improvements



Background & Momentum



Ongoing trail improvements next to Veteran's Memorial.

Casino + Resort

Separate from this plan – but a critical investment and development driver – are the significant improvements already in the works or underway. The Q Casino + Resort and DRA are in the midst of a \$155 million redevelopment of the Q Casino + Resort. A temporary casino has been constructed and construction is under way for a new casino floor. A groundbreaking ceremony has been held for a new hotel. A family entertainment zone will be completed by this winter to welcome families indoors. And funding has been awarded to build an outdoor amphitheater, to open in summer 2026 with the support of Destination Iowa.

Trail Improvements

In 2022, the City received a grant, sponsored by Representative Ashley Hinson, to construct a trail from the East end of the 16th Street bridge to the Veteran's Memorial. This work was identified in the Placemaking Plan and is under construction.

RAISE Grant

In 2023, the City of Dubuque received a RAISE Planning Grant award (also known as 16th Street improvements) through the US Department of Transportation to design a railroad overpass connecting 14th Street to 16th Street, developing a green street along Elm and creating a series of roundabouts and trails along 16th Street to Schmitt Island. These improvements culminate with a roundabout proposal on Schmitt Island, significantly improving island safety and connectivity.

Ice Arena

The island's ice arena gained major support for updates and changes with its rebranding in September 2023 as ImOn Arena, supported by ImOn Communications from Cedar Rapids.

Looking Ahead

The Schmitt Island Development Corporation (SID) was formed as a nonprofit organization in 2022, specifically to help undertake,

manage and facilitate development projects on the island, and to facilitate charitable contributions toward that end. SID's website (<https://schmittisland.com>) was launched as a way to build momentum for island development and to share information with residents and visitors about changes that are planned and occurring on the island. The establishment of SID is a key step in promoting the island's potential to the broader region, including non-Dubuque-area developers. Additionally, as a nonprofit, SID can apply for, request and receive grants and awards that might not be available to city or private-sector entities.

Throughout the 2024 Schmitt Island development planning effort, a number of key decisions have helped provide clarity and investor confidence in the future of the island. These clarifying factors are explored in this document and have been vetted through objective, market driven measures along with subjective and informal input from policymakers and developers.

RAISE GRANT PROJECT AREA

Map





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- Home icon

Development Plan

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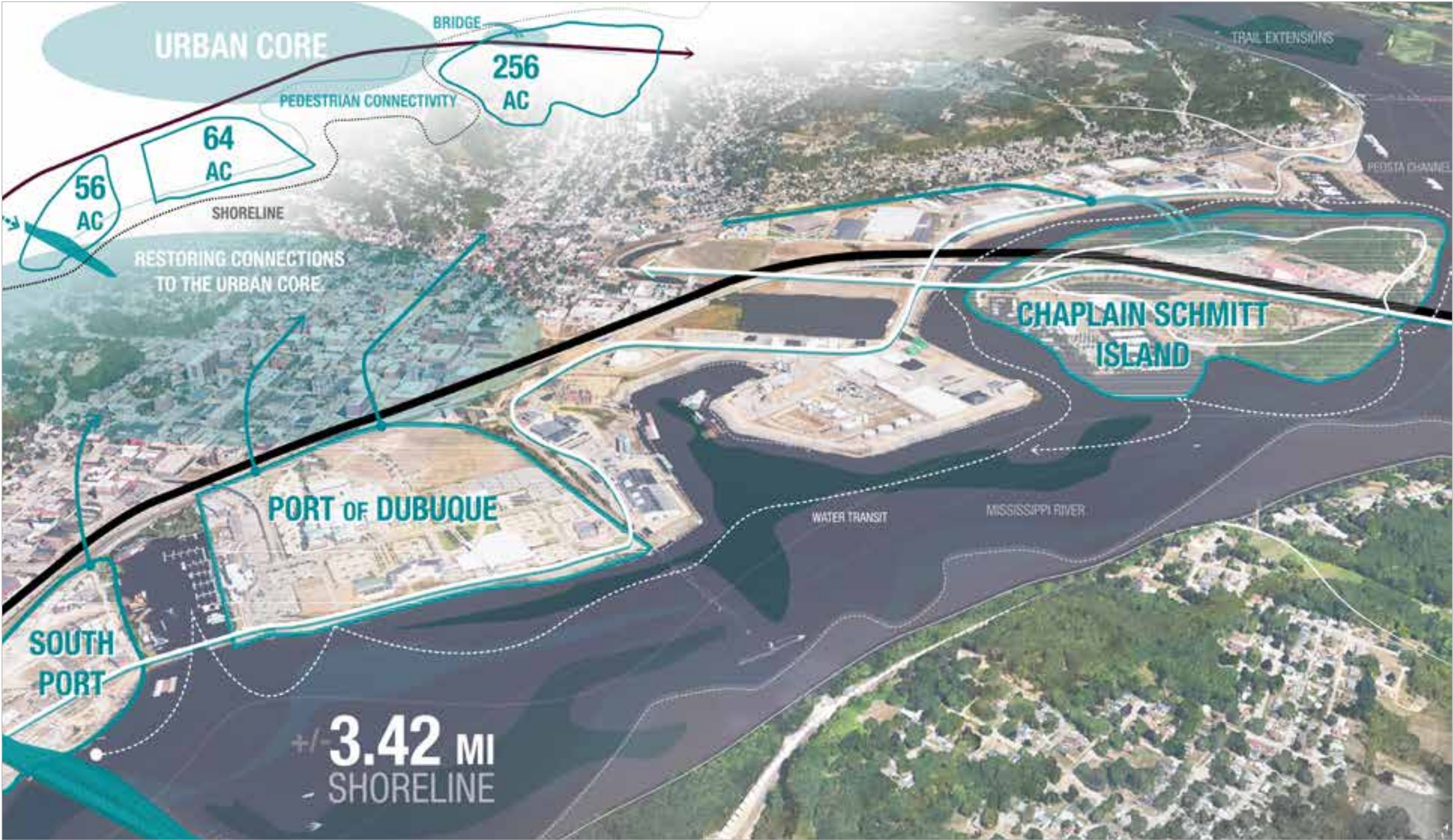
Vision & Development Program

Vision & Development Program

Chaplain Schmitt Island: Dubuque's Premier Waterfront Destination

The plan intends to strategically maximize the island's potential to its highest and best use - improvements that are both good for the private sector and also provide a high return to the public, with opportunities to enjoy all that Schmitt Island has to offer. Additionally, to maximize the island's connection to the urban core so that it is easy to visit using all transportation modes.

Planners gave careful consideration to regulatory frameworks, cost structures and policy landscapes. The planning team conducted developer interviews, stakeholder meetings, market research and financial feasibility analysis. Studying this data, it became clear that a development plan for the island needed to include a residential component. The current island planned unit development restricts residential development, which ultimately fails to capitalize on the island's potential as a premier destination for tourism and recreation. Hence, a pivotal aspect of the strategy involves revisiting these policies to unlock the island's full potential in recreation, tourism and amenity opportunities.



Chaplain Schmitt Island anchors the North end of Dubuque's waterfront and is a front door into the City and Downtown.

Vision & Development Program

As Schmitt Island enters the next phases of development, maintaining it's unique relationship with the natural environment, improving connectivity and creating vibrant public spaces will be fundamental to achieving the plan's vision. These items contribute to a high quality of life while also creating a draw for visitors. This includes:

- Focusing on identifying the island's brand – it must provide a unique mix of uses that are different from existing developments in Dubuque.
- It must be memorable for all – creating great civic destinations and reconnecting to the river.-Reducing reliance on the automobile, creating walkable, bikeable and connected destinations that are safe and well designed.
- Reducing vehicular speeds into and out of, as well as around the island – while simultaneously providing additional mobility offerings for entertainment events – pedestrians should be prioritized over vehicles.

- Restoring the natural areas to focus on the “long views” into and out of the island while clearly delineating the arrival movements.
- A high level of care for the spaces that exist today – and those created in the future. These spaces should be maintained to the highest level, beautified and well cared for throughout all of the seasons.

Together, developers, the Q Casino + Resort, the City of Dubuque and community leaders must collaborate around achieving the vision and hold it with the highest regard. Expectations for good design and planning should be first and foremost creating a dynamic island destination.



Vision & Development Program

North Half Detail Plan

LEGEND

- Amphitheater:
- 1. Berm Seating
 - 2. General Lawn Seating
 - 3. Food Trucks & Beverages
 - 4. Concessions
 - 5. Amphitheater Stage
 - 6. Toilets
- 7. Cabins
 - 8. Support Building
 - 9. Boat Launch Facility
 - 10. Heron Pond Access
 - 11. Preferred Amphitheater Parking
 - 12. Peosta Channel Pedestrian Bridge
 - 13. Future Development
 - 14. Observation Tower
 - 15. Boardwalk
 - 16. Miller Riverview Park
 - 17. Iconic Iowa Sign Photo Opportunity
 - 18. Upper Mississippi River Fish and Wildlife Refuge





Eastern Gateway
Close-up Plan

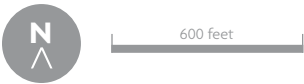
- LEGEND**
- 1. Parking
 - 2. General Admission
 - 3. Stage
 - 4. Concessions
 - 5. Landforms
 - 6. Iconic Iowa Sign
Photo Opportunity

Looking south down the Eastern Gateway.

Vision & Development Program

South Half Detail Plan

- LEGEND**
- 1. Future Raise Grant Roundabout
 - 2. Ice Center Renovation & Expansion
 - 3. Expanded Ice Center Parking
 - 4. Hotel & Suites
 - 5. Skywalk Connection
 - 6. Adventure Splash Pad & Skating Rink
 - 7. Apartments/Condos (50 total units)
 - 8. Marina (75 Slips)
 - 9. Marine Sales
 - 10. Marine Service
 - 11. Public Fishing Access
 - 12. Trail Head/Fishing Barge Parking
 - 13. Veterans Memorial
 - 14. Education Outpost
 - 15. McAleece Park Renovation
 - 16. Renovated Baseball Field
 - 17. Renovated Softball Fields
 - 18. Expanded Skate Park
 - 19. Pump Track
 - 20. River's Edge Council Ring & Gathering Space
 - 21. River Themed Destination Playground
 - 22. Public Waterfront Access





Looking east over the Peosta Channel at the proposed Marina Village



Looking northeast at the proposed destination playground, hotel and residential development



Development Systems

Development Systems

Island Parking

LEGEND

- Existing Parking - Removed or Redesigned
- Existing Parking - Remaining
- Proposed Parking

ID	Facility Name	Existing	Proposed	Remarks
PARKING				
1	Hilton North	111	111	
2	Hilton South	326	777	Will combine Hilton South Parking and Q Casino West Parking
3	Q Casino West	617		
4	Q Casino East	494	126 (West) + 146 (East)	
				Currently used for the Backwaters Stage. In 2026, the lot will reopen, converted into two lots - West Preferred Amphitheater Parking and East Preferred Amphitheater Parking
5	Ice Center	129	129	
6	Ice Center		68	Expansion
7	Hotel		113	New
8	Marina Street		54	New
9	Ball Fields	548	548	
10	Skate Park	61	61	
11	Education Outpost		116	New
12	Boat Ramp	N/A	N/A	
13	Trailhead/Fishing Barge		75	New
14	Peosta Channel		23	New
	Catfish Carlie's	72	-	
	American Marina	78	-	
SUBTOTAL		2,436	2,347	



Development Systems

Floodway / Floodplain

LEGEND

- Floodway
- 100 Year Floodplain
- 500 Year Floodplain



Development Systems

Landfill Limits

LEGEND

 Historic Landfill Limits



Development Systems

Mobility

LEGEND

- Existing Trails
- Future Trail
- Event Shuttle Route
- Water Taxi Route
- Waterfront Promenade
- Boardwalk
- Pedestrian Bridge



Development Systems

Roadways

- LEGEND**
- Roadways
 - Future Access Drive
 - Proposed Roundabouts



Development Systems

Wetlands & Mitigation Areas

LEGEND

- USACE Wetland Mitigation Area Boundary
- LWCF Restricted Use Area
- Potential Wetland Areas





Development Program Details

Development Program Details

Apartment Complex

This plan adds a three-level apartment complex on the south side of the island, designed with flood mitigation in mind. By incorporating tucked-under parking, a U-shaped building layout will optimize space utilization, fulfill parking requirements and accommodate the desired density of units. The complex would be expected to balance high enough price points to maintain a rate of return that supports the development. This building design can meet the needs of empty nesters and other target market segments, with amenities such as large openings and river-facing decks to enhance the overall appeal. Some units may serve as an Airbnb style rental or offer longer stay visits. The site's adjacency to the marina may mean that, in future, some boat slips could be set aside and dedicated to residents of this development.

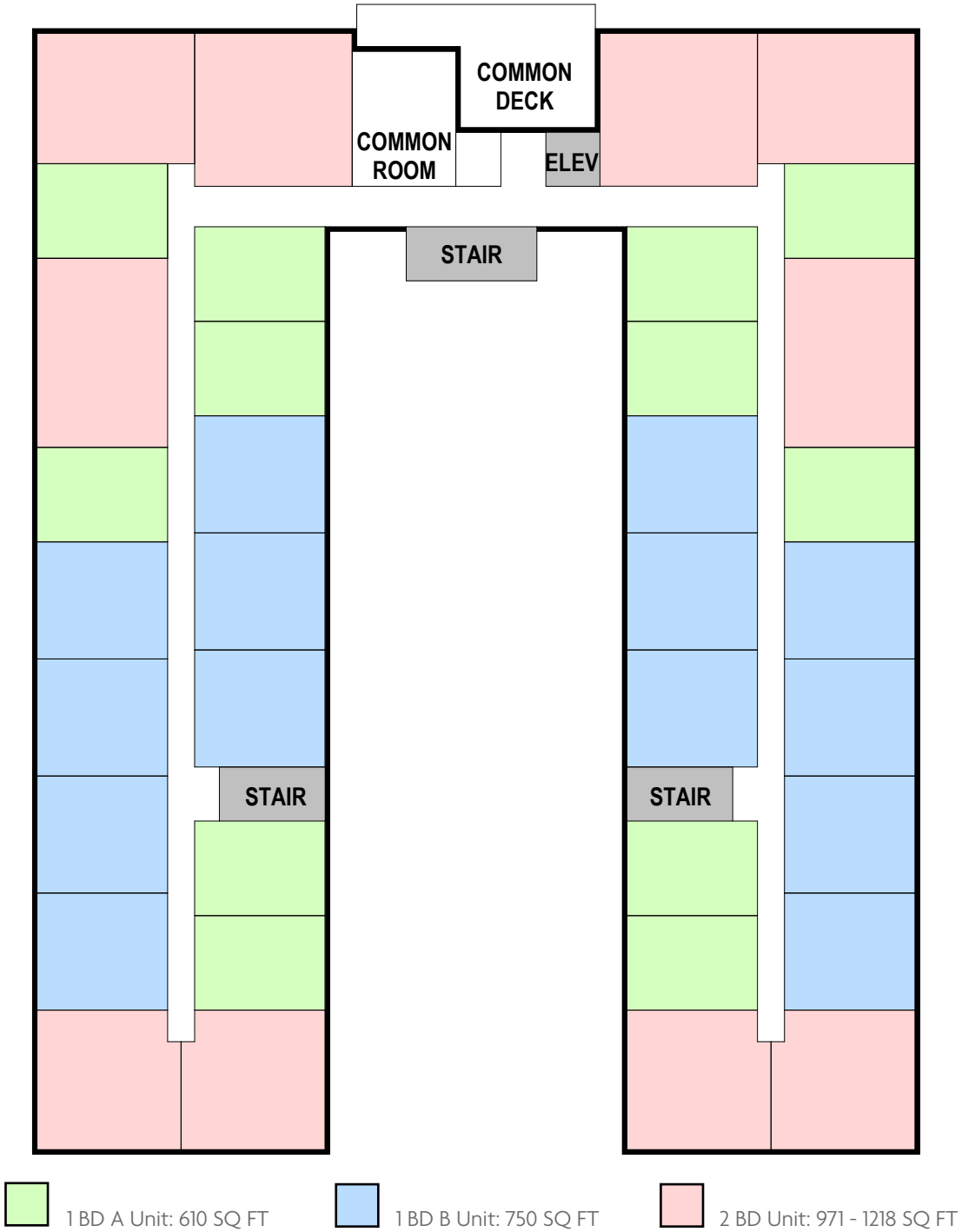
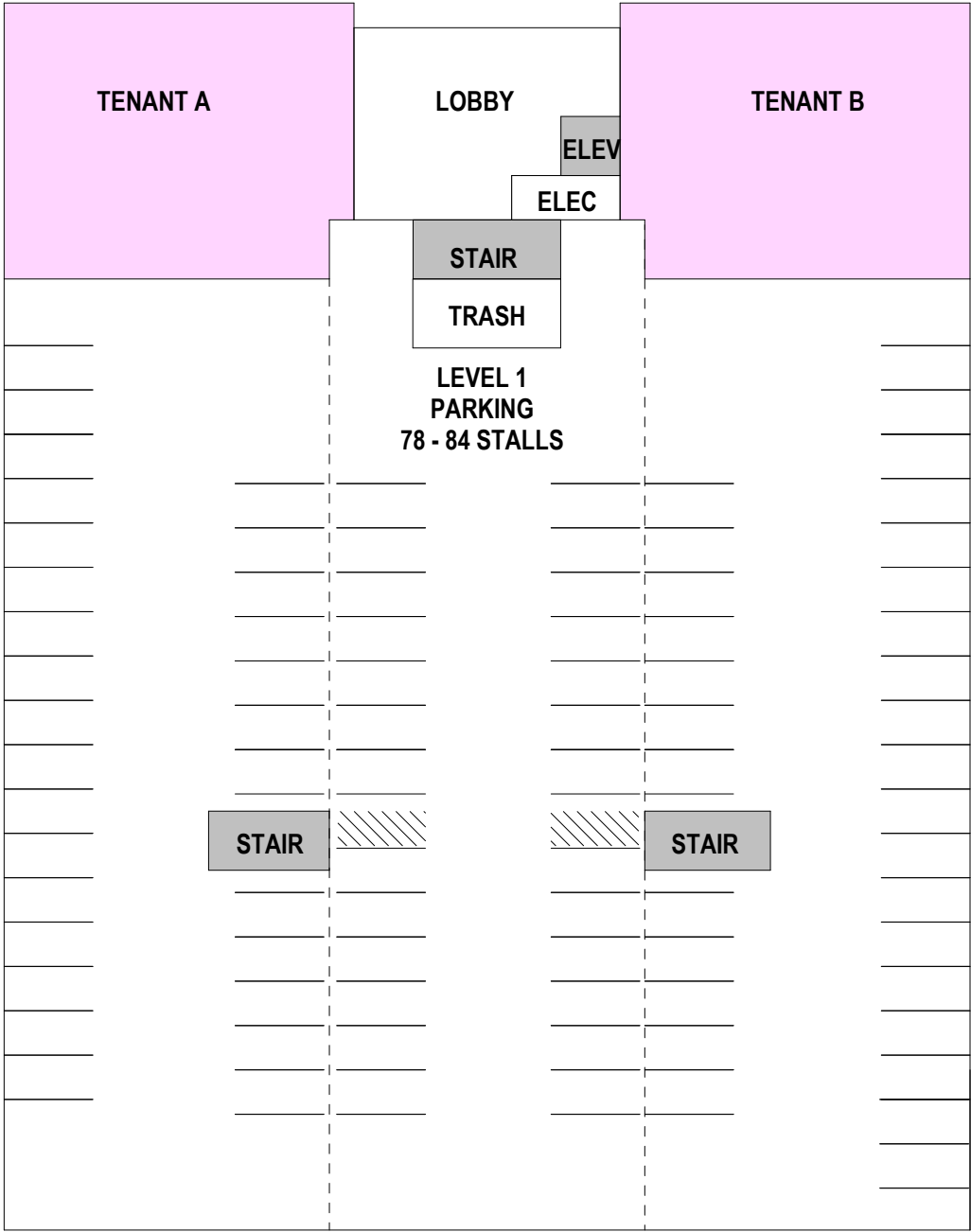
Name	Count	Area (SF)	Extension (SF)	Remarks
RESIDENTIAL UNITS				
00.01 1 BD A	24	610	14,640	33.3% Unit Mix
00.02 1 BD B	28	750	21,000	38.9% Unit Mix
00.03 2 BD A	8	971	7,768	11% Unit Mix
00.04 2 BD B	4	1105	4,420	5.6% Unit Mix
00.05 2 BD C	4	1190	4,760	5.6% Unit Mix
00.06 2 BD D	4	1218	4,872	5.6% Unit Mix
SUBTOTAL	72		52,588	
RESIDENT SUPPORT				
01.01 UPPER LEVEL CORRIDOR	2	3,718	7,436	
01.02 ELEVATOR	3	140	420	
01.03 STAIR #1	3	260	780	
01.04 STAIR #2	3	260	780	
01.05 STAIR #3	3	260	780	
01.06 MECH/ELEC/TRASH	1	620	620	
SUBTOTAL			10,816	
PUBLIC SPACE				
02.01 LOBBY	1	1764	1,764	
02.02 COMMON ROOM	2	810	1,620	
02.03 COMMON DECK	2	749	1,498	
02.04 TENANT SPACE	2	3,916	7,832	
SUBTOTAL			4,882	
SUBTOTAL			68,286 NET-ASSIGNABLE SF	
			6,829 NON-ASSIGNABLE SF*	
TOTAL FLOOR AREA			75,115	
* % = Walls, Chases, Pathways, Interstitial Spaces				
Note: Does not include area of covered surface parking or surface at level 1.				



The Ice Center expansion creates a beacon and identity for the Island's Southside.

Development Program Details

Apartment Complex



1 BD A Unit: 610 SQ FT 1 BD B Unit: 750 SQ FT 2 BD Unit: 971 - 1218 SQ FT

Development Program Details

New Hotel

A hotel located near the ice arena will serve unique visitors for tournaments and sporting event related travel. This taller building could be a landmark element that helps orient people across the island. Based on comparable hotel projects, approximately 107 hotel keys will be needed to make this a viable project. The hotel could also support the ice arena with needed food and amenities, and the two could devise tailored event experiences.

The planned hotel becomes slightly less viable for the island if there is no expansion to the ice arena (see below). Based on 2022 numbers, with no ice arena addition, hotel occupancy would be about 70% in the summer and 50% in the winter.

Name	Count	Area (SF)	Extension (SF)
GUESTROOMS			
07.01 QUEEN STUDIO	73	323	23,579
07.02 QUEEN ONE BEDROOM	4	491	1,964
07.03 QUEEN STUDIO - CONNECTING	23	323	7,429
07.04 QUEEN STUDIO - ACCESSIBLE	3	451	1,353
07.05 QUEEN 1 BEDROOM - ACCESSIBLE	4	554	2,216
SUBTOTAL	107		36,541
GUESTROOM SUPPORT			
08.01 GROUND LEVEL CORRIDOR	1	675	675
08.02 UPPER LEVEL CORRIDOR	3	1,150	3,450
08.03 ELEVATOR	4	140	560
08.04 LINEN (UPPER LEVELS)	3	133	399
08.05 ENGINEERING	1	80	80
08.06 HOUSEKEEPING	3	247	741
08.07 ICE (GROUND LEVEL)	1	80	80
08.08 ICE (UPPER LEVELS)	3	25	75
08.09 STAIR #1	4	140	560
08.10 STAIR #2	4	140	560
08.11 STORAGE	1	70	70
08.12 ELEVATOR LOBBY (UPPER LEVELS)	3	229	687
08.13 MECHANICAL	1	440	440
SUBTOTAL			8,377
PUBLIC SPACE			
09.01 MAIN VESTIBULE	1	100	100
09.02 REAR VESTIBULE	1	100	100
09.03 RECEPTION	1	197	197
09.04 RETAIL	1	76	76
09.05 GATHERING ROOM	1	844	844
09.06 BREAKFAST SERVING COUNTER	1	222	222
09.07 COMMUNIITY TABLE SEATING	1	271	271
09.08 LUGGAGE CART STORAGE	1	29	29
09.09 PUBLIC LAUNDRY	1	81	81
09.10 PUBLIC CIRCULATION	1	480	480
09.11 ELEVATOR LOBBY	1	322	322
SUBTOTAL			2,772

Name	Count	Area (SF)	Extension (SF)
GUESTROOMS			
10.01 EMPLOYEE BREAK ROOM	1	198	198
10.02 FRONT DESK	1	120	120
10.03 MANAGER'S OFFICE	1	93	93
10.04 SALES OFFICE	1	115	115
10.05 EMPLOYEE WORK STATION	1	83	83
10.06 PBX ROOM	1	112	112
10.07 PANTRY	1	188	188
10.08 MACHANICAL ROOM 1	1	34	34
10.09 MECHANICAL ROOM 2	1	22	22
10.1 LAUNDRY	1	349	349
10.11 STORE ROOM	1	59	59
10.12 POOL EQUIPMENT	1	38	38
10.13 POOL MECHANICAL	1	70	70
10.14 ELEVATOR EQUIPMENT	1	97	97
10.15 ELEVATOR VESTIBULE	1	177	177
10.16 ELECTRICAL ROOM	1	136	136
10.17 STORAGE	1	95	95
SUBTOTAL			1,986
PUBLIC SPACE			
11.01 POOL AREA - INDOOR	1	1580	1,580
11.02 POOL RESTROOMS	1	84	84
11.03 FITNESS CENTER	1	525	525
SUBTOTAL			1,986
SUBTOTAL		Net-Assignable SF Non-Assignable SF	51,815 5,182
TOTAL FLOOR AREA			56,997
* % = Walls, Chases, Pathways, Interstitial Spaces			



Development Program Details

Ice Arena Addition

This plan recommends adding a second sheet of ice at the ice arena, near the proposed hotel and the current ice arena. Travelling ice hockey teams would benefit from an additional ice rink. A local Division 3 institution has expanded its offerings and now has a team that make use of a second sheet of ice. This plan also recommends that the ice arena operator increase hosting of tournament hockey events, for high school/traveling teams. Such events attract parents and family members, and the arena addition would include an entertainment center to provide a host of different experiences for those visitors. The expanded ice arena has the potential to be an attractive architectural addition to the island as well, with large glass walls that activate the space and welcome people in.

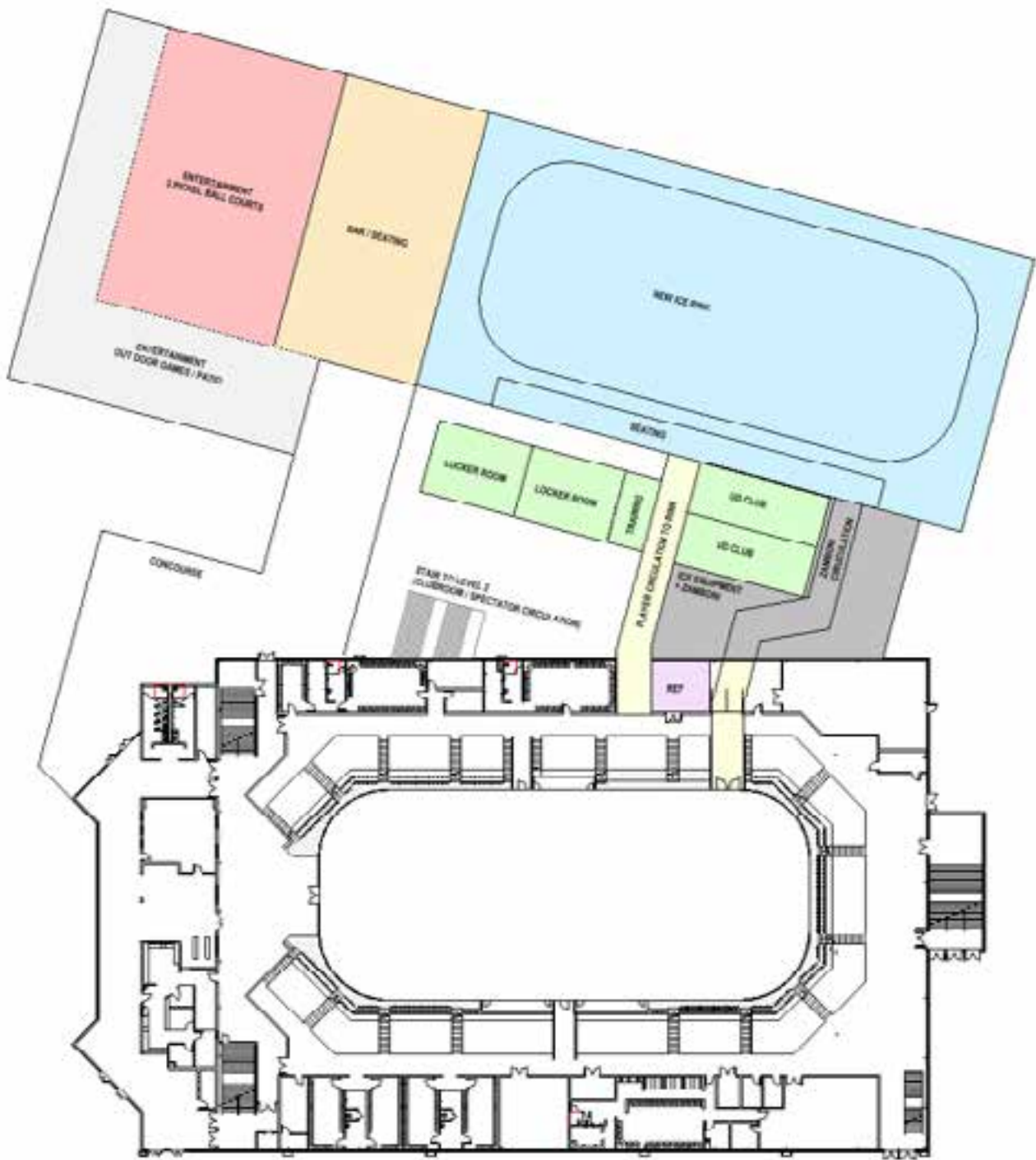
Name	Count	Area (SF)	Interior (SF)
ICE CENTER ADDITION			
04.01 ICE RINK SIZE	1	17,000	17,000
04.02 SPECTATOR SEATING	1	1,600	1,600
SEAT COUNT	300		
4.03 SECOND FLOOR MEZZANINE	1	6,900	6,900
DINING	1		
BAR	1		
CLUBROOM	1		
4.04 UNIVERSITY OF DUBUQUE - MEN'S CLUBHOUSE	1		1,720
LOCKER ROOM, SHOWER, & RESTROOM	1	1,500	1,500
COACHES OFFICE	2	110	220
4.05 UNIVERSITY OF DUBUQUE - WOMEN'S CLUBHOUSE	1		1,720
LOCKER ROOM, SHOWER, & RESTROOM	1	1,500	1,500
COACHES OFFICE	2	110	220
4.06 LOCKER ROOMS - TOURNAMENT	4	660	2,200
LOCKER ROOM	4	440	1,760
RESTROOM/SHOWER	2	220	440
4.08 MECH/ICE EQUIPMENT STORAGE	1	2,580	2,580
4.09 SPECTATOR RESTROOMS	1	645	645
SUBTOTAL			34,615
TOTAL	1.34		46,384



Baxter Area – Omaha, NE

Development Program Details

Ice Arena Addition



Caption.

Development Program Details

Destination Play

Creative and exciting programming directly adjacent to the ice arena can further activate use of space on the island year-round. Destination play for users of all ages and abilities could be included, such as splash pads, larger climbing structures, bouldering, etc. — a draw for both visitors and long-term residents or workers in the area.

In keeping with the vision for the island, the design(s) of destination play spaces can draw inspiration from the Mississippi to emphasize river-themed play experiences. Creative planning can also make year-round use of some elements, such as a summer splashpad converting in winter to an outdoor community ice-skating rink.

Name	Count	Area (SF)	Interior (SF)
FAMILY FOCUSED ENTERTAINMENT AREA			
01.01 Entertainment Zone	1	12,200	4,350
Skating Ribbon	1	8,000	
Skating Ribbon Equipment	1	1,200	
Skating Ribbon Rental	1	150	
Splash Zone	1	650	
Climbing Wall/Bouldering	1	4,000	
Zip Line Operator/HQ	1	200	
SUBTOTAL			4,350



Development Program Details

Destination Play



Development Program Details

Public Promenades

Public promenades that follow the waterfront around the island would greatly expand access to the entire island, which currently does not offer public access around the southern peninsula. Beautifully paved, tree-lined walks with seating at regular intervals, beautiful views and easy access to the island's varied amenities could draw visitors and residents alike.



Development Program Details

Public Fishing Access - Peosta Channel

A public fishing barge (a boat, float or dock) installed in the Peosta Channel would offer an additional, free island amenity for all. The channel is already a popular fishing spot; this publicly available feature would be a dedicated place that could be enjoyed by visitors and residents year-round.



Development Program Details

Environmental and Recreation Outpost

In partnership with a local nonprofit or institution, this plan envisions development of a recreation outpost that includes classroom/lab space for learning about ecological restoration. The outpost would have expanded parking, concessions, restrooms and water sports rentals supporting the public boat ramp, and could serve as a destination post for a water taxi that circumnavigates the island and progresses up and down the entire Dubuque waterfront.

Name	Count	Area (SF)	Unit	Interior (SF)
RECREATION OUTPOST				
2.01 LAB/CLASSROOM	1	1,500		1,500
2.02 LANDSCAPE RESTORATION EQUIP GARAGE	1	500		500
2.03 WATERSPORTS RENTAL	1	1,465		1,465
2.04 CONCESSIONS BUILDING	1	100		100
VESSEL STORAGE	1	950		950
EQUIPMENT STORAGE	1	415		415
CONCESSIONS BUILDING	1	300		300
CONCESSIONS	1	200		200
STORAGE	1	100		100
2.05 CONFERENCE/GATHERING SPACE	1	1,100		1,100
2.06 PUBLIC RESTROOMS	1	420		420
CUSTODIAL	1	100		100
2.07 WATER TAXI	1		Dock	
SUBTOTAL				5,285
TOTAL				7,082



Development Program Details

Observation Tower

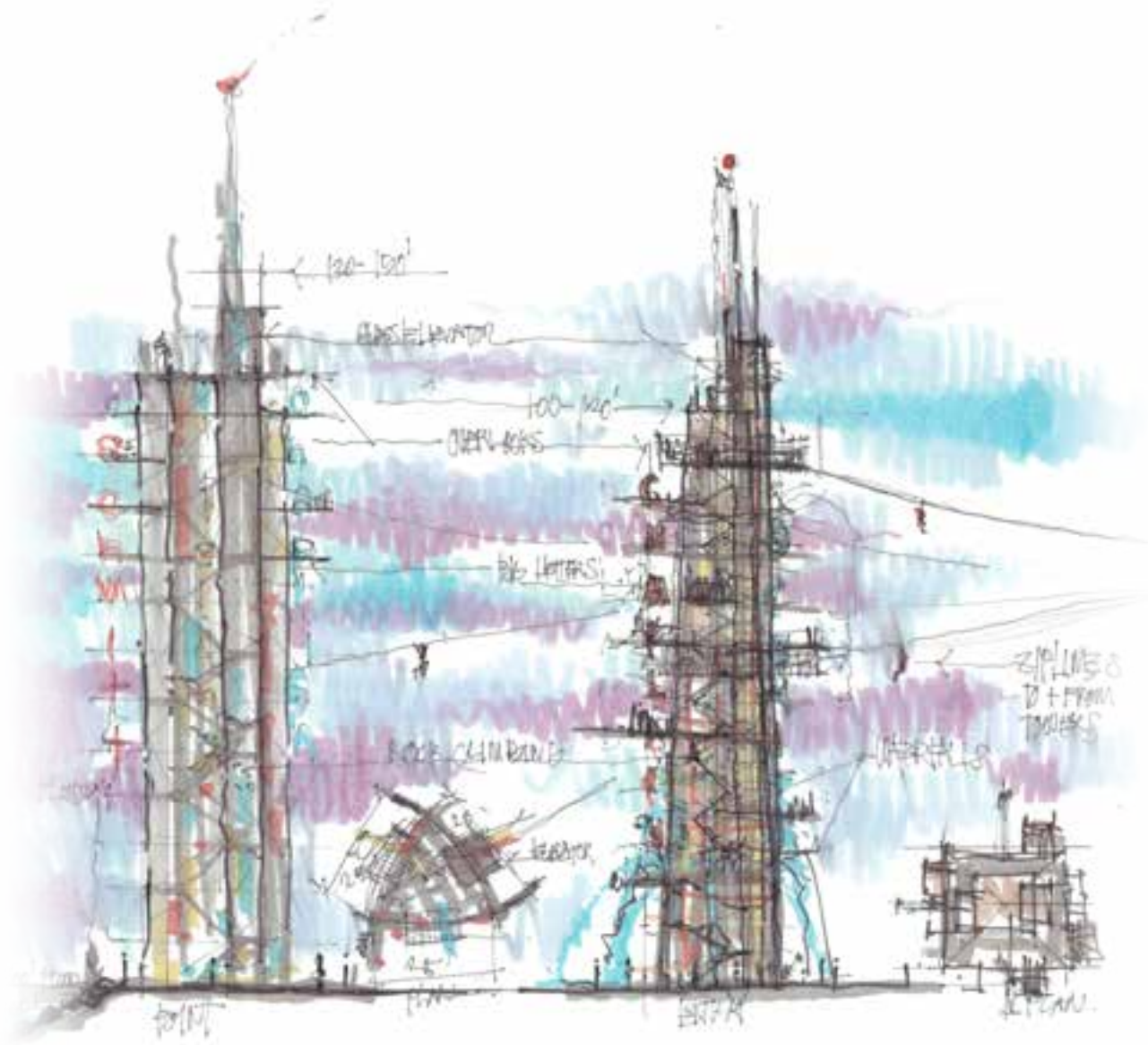
On the island's north side, an observation tower anchors this end of the island and offers some of the most beautiful views in the Dubuque area. The tower flanks the proposed amphitheater project, with a boardwalk connecting the two. The tower is a beacon: a visible welcome and gateway into Schmitt Island, overlooking the Mississippi and the lighted bridge between Dubuque and Wisconsin. The tower is another opportunity for year-round programming, with its observation deck, restrooms and elevator. The observation tower could even be structured to include ziplining or other active recreational opportunities unique to the region.

Boardwalk

The boardwalk idea was part of RDG's 2017 placemaking plan for the island. Miller Riverview Park would be renovated to accommodate both camping and a boardwalk, with camping including RV locations, which could also be scattered around other areas near the casino. Camping is contemplated in and around the amphitheater area as well, with a variety of options including tree house camping and secluded but amenity-rich camping experiences that focus on integrating nature.

Highway 151 Bridge Lighting

The iconic Highway 151 bridge is perfectly situated to be a colorful gateway to Iowa and to Chaplain Schmitt Island. A bridge lighting project could be programmable and lit with brilliant and changing colors.



Development Program Details

Amphitheater

The amphitheater is in the schematic design phase and will continue to be refined. A grand entrance to the amphitheater is envisioned on axis with the stage, along with a cleaned up parking lot and a large events lawn. Performances on the events lawn could accommodate between 8,000 and 10,000. Events would be supported by food trucks on the east side of the lawn, buffered by an earth berm on the south and feature a VIP terrace on the northwest, with connectivity back to the hotel.



Lauridsen Amphitheater – Water Works Park, Des Moines, Iowa

Development Program Details

Gerald "Red" McAleece Park & Recreation Complex

For the next several years, this plan recommends that the city allow this complex to remain as a sporting complex, but also to remove restrictions related to development on this site. Once other development described in this plan has occurred and matured on the island, this site – as some of the highest ground that is not in the flood plain – will offer significant opportunities for future development.



Gerald "Red" McAleece Park and Recreation Complex



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Market & Economic Baseline

Market & Economic Baseline

Baseline

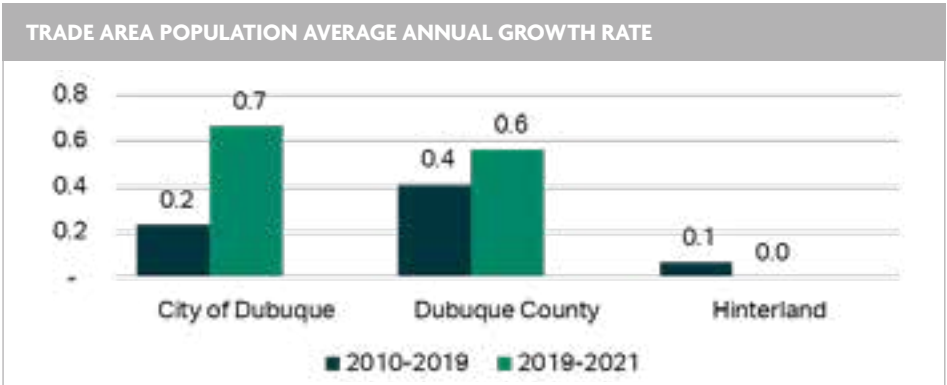
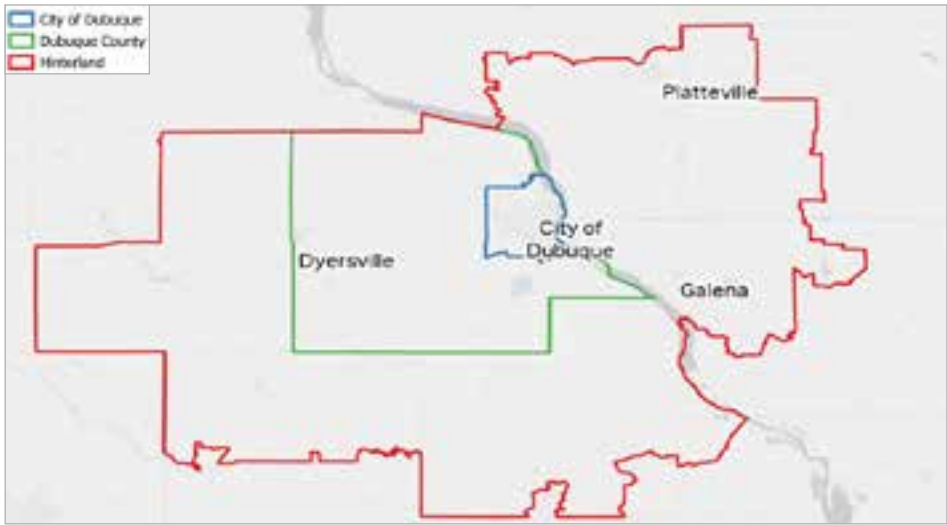
This planning project's market analysis reinforced a number of potential opportunities for the island, considering both residential development as well as destination-focused development, with additional consideration of broader factors influencing future use of the island. From a regional development standpoint, given the unique nature of Covid's impacts relative to past recessions, it is important to delineate the following distinctions and their implications for Greater Dubuque and Schmitt Island, specifically the extent to which pre-existing economic trends in place across the city re-emerge post-Covid; or, whether short-term trends due to Covid strengthen and dictate different future trajectories.

In general, the Dubuque area has experienced a faster pace of population growth since 2010 relative to historic trends, in part due to an apparent increase in remote work. A majority of regional growth has tended to concentrate in the City of Dubuque and Dubuque County, with more rural areas staying largely stable, more so in Iowa than in northwestern Illinois or southwestern Wisconsin, where population and income growth have been more modest since 2010. This point reinforces the need to look at stronger destination markets, including Cedar Rapids, Des Moines, Rochester (MN), Madison, Milwaukee,

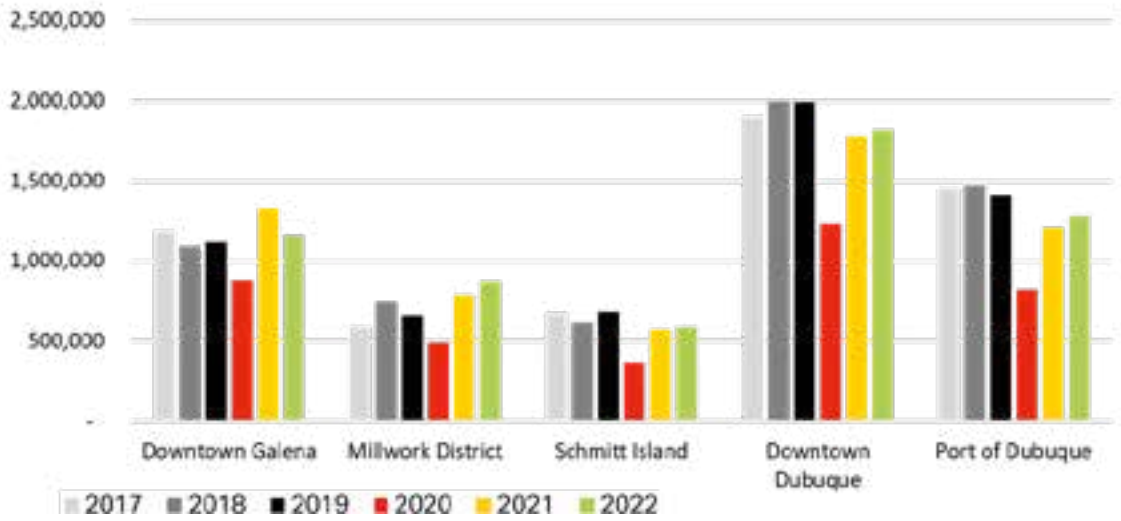
and Chicago to drive visitor market growth toward Dubuque.

With the region now emerging from economic volatility since 2020, planners leveraged cell phone data from a source called Placer.AI to provide greater clarity regarding how existing destinations in the area – especially Schmitt Island – have recovered since 2020. Planners were able to look at the strength of tourism, how many people visit for events such as hockey games,

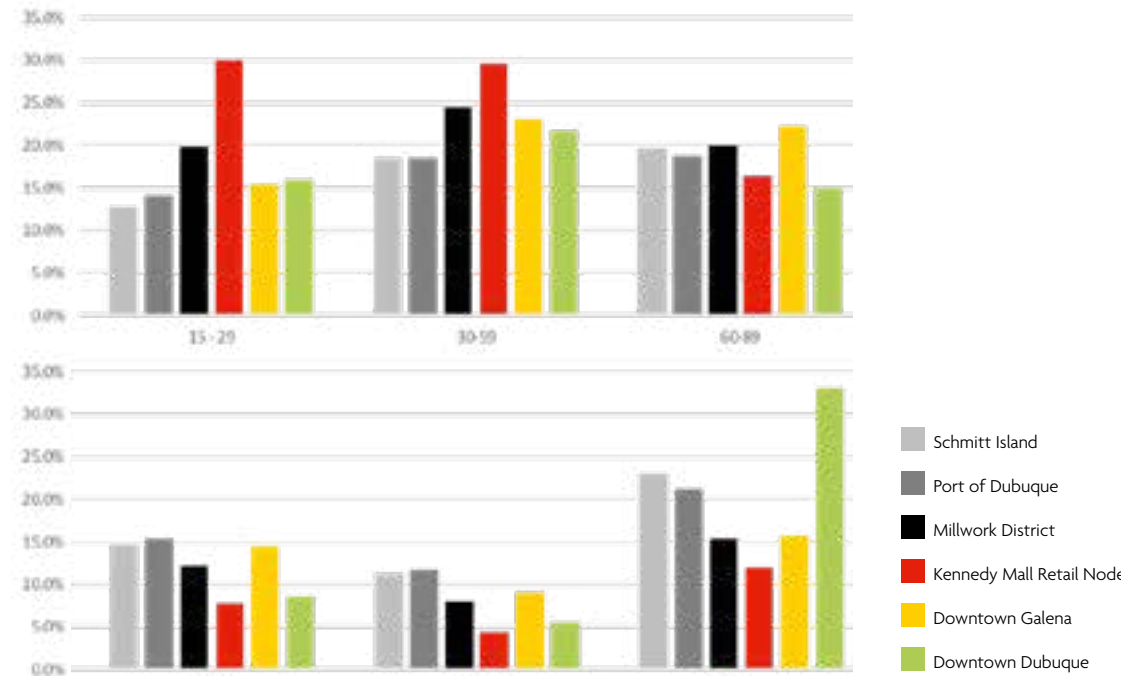
and how much time they spend on the island. The longer people stay in the area, the greater the economic growth. As shown in the following charts, while Schmitt Island is not the largest visitor destination in the region (Kennedy Mall, Downtown Dubuque, and the Port of Dubuque are larger), the island has sustained significantly longer visitor length of stay relative to peer destinations. In general, effective tourism development strategies seek to extend visitor length of stay.



COMPARABLE REGIONS, VISITATION VOLUMES, 2017-2022



COMPARABLE REGIONS, VISITATION TIMES, 2022



Market & Economic Baseline

Team evaluations of local retail, office and industrial markets revealed the following key insights:

Residential

Market data was studied to determine the potential for a strategy that caters to residential development, such as for retirees. One direction could be a strategy that aligns with Dubuque’s current residential base, and another could be a strategy aligned with the marina area, which might be most attractive to people in the wider region rather than just the local market. Team market analysis revealed two consequential findings:

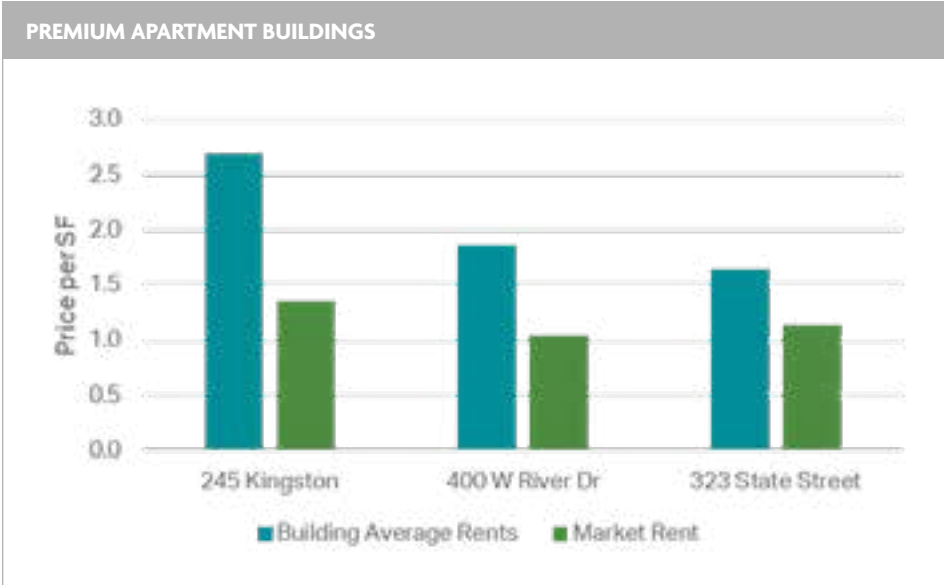
- 1. **Regional Housing Market.** Slow to deliver new housing product relative to increasing population, and home prices have increased.
- 2. **Local Apartment Market.** Currently, offers a limited supply of premium high-end projects.

Regional market analysis reinforced a similarly limited supply of contemporary premium apartments in the region:

- Built in 2022, Andante (Eau Claire, WI) is a 76-unit mixed-use development with approximately 8,000 square feet of ground floor commercial space. The building is located along the riverfront promenade and has direct connections to the public trail system.

- Built in 2020, Kingston Village (Cedar Rapids, IA) is a 50-unit building with a range of amenities including a green rooftop, high-speed internet as well as high end finishes.
- Built in 2022, 400 River (Davenport, IA) is a 55-unit apartment building with modern finishes. Amenities include a rooftop lounge with grills, TVs and fire pits.

These developments all rent for premiums relative to the market average within their community, as shown below. Residential is seen as an opportunity for Schmitt Island, particularly if supporting amenities (including marina) can be leveraged.



Industrial

Consistent with Midwestern trends, local industrial markets have performed well, as evidenced by steadily decreasing vacancy levels and steady rent growth. Growth has been tied to steady demand for e-commerce facilities, as well as growth in third-party logistics services (both in particular during Covid). Given limited land availability on Schmitt Island and typical parcel sizes for modern industrial real estate, industrial use is not seen as appropriate for the island.

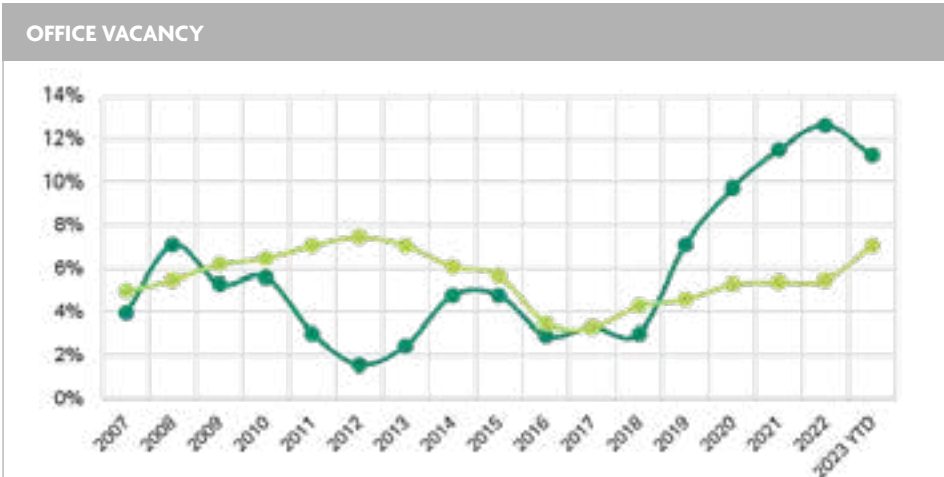
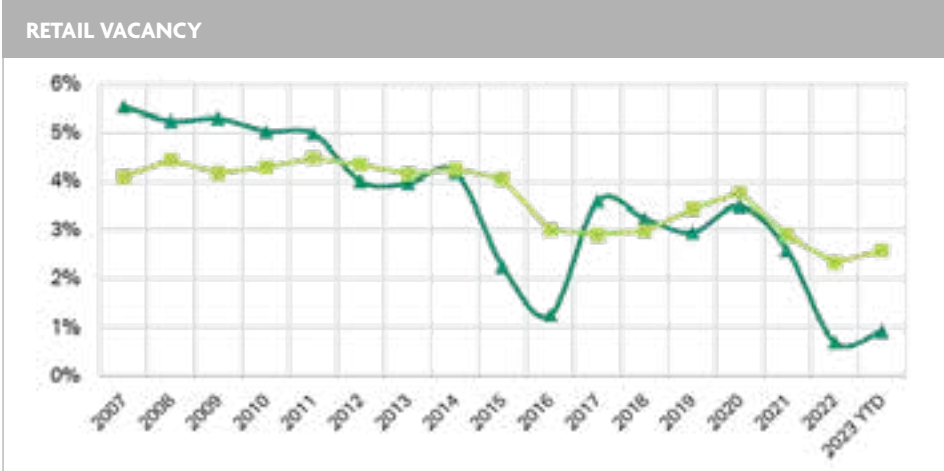
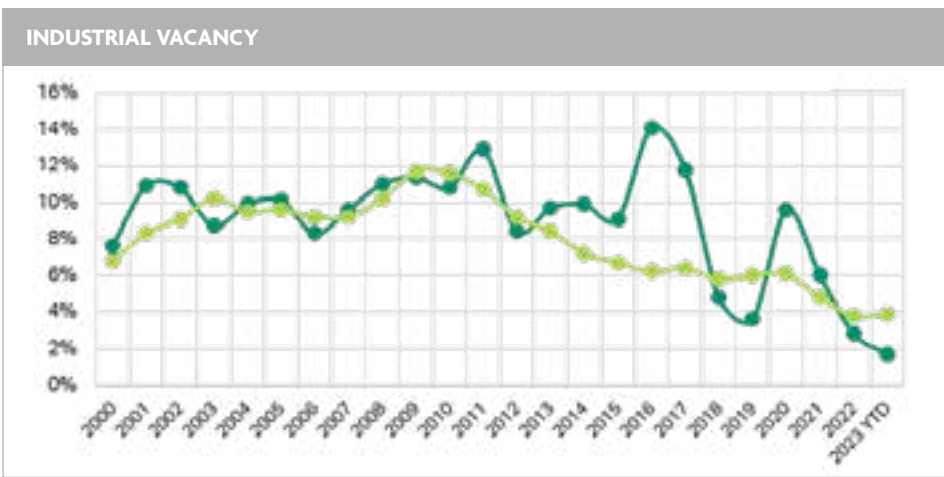
Retail

Consistent with Midwestern trends, demand and supply for retail space have steadily come into better alignment as the impact of the “retail

apocalypse” has faded since 2020. At the same time, retail markets are also adjusting to significant growth in the share of transactions which are initiated online (30-50%), which has implications for sales tax revenue. Given these realities, it is expected that future retail opportunities on Schmitt Island will need to be targeted, with emphasis on restaurant and entertainment / destination oriented activities.

Office

Reflective of growth in remote / hybrid work arrangements since 2020, near term demand for office use has softened, with increasing vacancy for older (pre <2000) office buildings with limited amenities. While office markets are expected to recover, new office projects will likely need to be located in more amenity-rich, mixed-use environments.





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Economic Feasibility

Economic Feasibility

Given findings regarding local real estate markets identified in Section 3, our approach for Section 4 “Economic Feasibility”, has focused on conceptual financial analysis of potential mixed-use development on Schmitt Island to support public policy development around future development on Schmitt Island. The essential elements which have emerged during the analysis include:

- **Residential Supply.** Does not appear to be keeping pace with demand across the Dubuque region, with an apparent opportunity for roughly 400 units, currently at above-market rents.
- **Housing Market Potentials.** Slowing in part by currently high construction costs (linked to inflationary challenges since 2023). There are reasonable expectations that construction costs will moderate in the next 12-14 months, which will be supportive of project feasibility.
- **Grow Tourism.** The plan is anchored by realistic expectations to expand tourism (both more tourists and extended length of stay), to penetrate a consequential visitor market within a three-hour drive time; roughly 17.2 million people.
- **Retail Market.** These findings indicate that Dubuque is capturing retail activity generally equal to

its population, meaning that with growth, additional retail offerings are reasonable. For Schmitt Island, the expectation is that destination retail offerings will be a supporting use on the island.

- **Office Demand.** Expected to remain weak in the near term due to a well-documented increase in remote and hybrid work arrangements.
- **Environmental Constraints.** On this island, environmental constraints will be an important factor to redevelopment costs and focus. Without flood mitigation, the highest and best use options for the island will be limited to activities related to harbor operations. With flood mitigation, we see the highest and best use options expanding to include permanent real estate development.
- **Public Policy.** As land on Schmitt Island remains in public sector ownership, the analysis reinforces the need to clarify public policy expectations regarding the potential sale of public property on the island versus use of ground leases for private development, as well as the term of ground leases (potentially to 75-95 year terms).
- **Net Proceeds.** The project has interesting potential to generate net proceeds for the City of

Dubuque across ground lease revenue as well as property & sales tax revenue.

- **City Role.** Clarification of the role of the City in supporting private development on Schmitt Island, inclusive of several inter-related factors:
- Confirming minimum public investment to elevate sites beyond 100-year flood plain minimums alongside additional public infrastructure needs for parks, boardwalks, and open space improvements.
- The extent to which development on the island generates sufficient cashflow to recover public infrastructure costs.
- Need for the City to formally participate in day-to-day project decision-making in real estate development projects.
- The unique role of the Q Casino + Resort, owned by the City of Dubuque, in facilitating master plan implementation.

Financial Analysis Approach

As final policy recommendations for future use of the island remain in debate, the following narrative is intended to summarize possible strategies for structuring redevelopment of Schmitt Island. Specific scenarios within the master plan vision have been tested using conceptual financial analysis approach, presuming either fee simple or ground lease-based developer approaches, as summarized in general terms below:

Developer:

This option includes the sale of the parcels of land to a developer wishing to self-develop the land for either a hold or sale scenario. In this structure, the City of Dubuque would have limited to no share in the design, construction, financing, and implementation responsibilities. Advantages of this structure to the City of Dubuque are that it reduces the development risk by sharing it to the developer. The trade-off of this structure is that it reduces the Island’s long-term financial potential by transferring long-term returns with the developer.

Ground Lease:

Dubuque can choose to outsource 100% of the development to a developer. In this scenario, Dubuque would ground lease the entire development to a developer for an annual ground lease payment to be negotiated. The developer would control 100% of the project decisions, including design, construction quality, tenant mix, and delivery method. Dubuque would have the ability to shape some of the project concepts and set some minimum project design standards, through zoning / PUD oversight. While this scenario reduces public sector risk and theoretically provides a basic level of guaranteed income, it also significantly reduces control over design and implementation; it also limits upside financial potential once the project stabilizes.

Economic Feasibility

The conceptual financial analysis is built around a goal seeking approach to identify a tolerable level of private investment based on a minimum rate of return goal for a “typical” developer. By association, identified investment costs that fall beyond the rate of return goal would need to be absorbed by the City of Dubuque through public investment, acting as a catalyst to unlock private investment. The analysis solves for TIF

- infrastructure need assuming either a minimum 20% unleveraged IRR or an 8% yield on cost (NOI/Capex). Three scenarios have been assessed:
- 1. Status quo operations for the duration of the marina lease;
 - 2. Improved marina development with residential option; and
 - 3. Improved marina development without residential.

Scenario 2 - Improved marina development with residential option



Scenario 1 - Status quo operations for the duration of the marina lease



Scenario 3 - Improved marina development without residential



Economic Feasibility

Status Quo

Based on City-provided data, the existing ground lease on the marina site covers 19.25 acres and generates annual revenue to the City of Dubuque of \$25,493/year or \$1,324 per acre per year. We understand that this ground lease value is subject to change based on current appraisals which will be completed near-term.

Existing tax records for 2023 show that the property has an assessed value of \$281,993. Over a 75-year period, the existing ground lease would gross a present value figure of approximately \$790,000 for the City of Dubuque assuming 2% inflation rate per annum.

Over a 75-year period assuming a 3% inflation rate, the status quo option would gross a present value figure of

approximately \$80,000 in property taxes to the City of Dubuque, using the FY24 city of Dubuque share of the total levy based on the existing assessed value.

Improved Residential

Comparing the Status Quo model with the Improved Residential model, the Improved Residential option for the island has the potential to

result in a much higher present value of property taxes and ground lease payments to the city, over a 75-year period. It also has the potential to create a new residential community in Dubuque, contributing to the island being an integral part of the city's social fabric.

Improved Island Marina Area

When we compare the Status Quo with the Improved Island Marina Area model, we find that the Improved Marina option would result in a roughly doubled present value of property taxes and ground lease payments to the city over a 75-year period. Initial analysis of

comparable marinas would suggest that higher values are achievable with longer ground lease terms and more investment. Ultimately, this opportunity is driven by city appraisals.

STATUS QUO VERSUS IMPROVED RESIDENTIAL

Variable ^{1,3}	Status Quo	Improved Residential
Ground Lease Payment over 75-years	\$790,000	\$2,790,000
Property Taxes over 75-years ²	\$80,000	\$22,660,000

1. Ground Lease and Property Tax Figures shown are present value figures over 75-years.

2. Includes only City of Dubuque share FY24 total levy.

3. Figures are rounded and conceptual based on development scenarios.

75 YEAR PRESENT VALUE BENEFITS

Option	PV Property Tax	PV Ground Lease
Improved Residential	\$22,660,000	\$2,790,000
Status Quo	\$80,000	\$790,000

The comparison between the status quo option and the improved residential option indicate that over a 75-year period the improved residential option has the potential to result in a higher present value of property taxes and ground lease payments for the City of Dubuque compared to the Status Quo.

The improved residential option has the potential to:

- Result in a higher amount of ground lease payments as well as property taxes to the City of Dubuque.
- Create a new residential community in Dubuque and contribute to the island being an integral part of the City's social fabric.

STATUS QUO VERSUS IMPROVED MARINA

Variable ^{1,3}	Status Quo	Improved Marina
Ground Lease Payment over 75-years	\$790,000	\$1,250,000
Property Taxes over 75-years ²	\$80,000	\$280,000

1. Ground Lease and Property Tax Figures shown are present value figures over 75-years.

2. Includes only City of Dubuque share FY24 total levy.

3. Figures are rounded and conceptual based on development scenarios.

75 YEAR PRESENT VALUE BENEFITS

Option	PV Property Tax	PV Ground Lease
Improved Marina	\$280,000	\$1,250,000
Status Quo	\$80,000	\$790,000

The comparison between the status quo option and the improved marina option indicate that over a 75-year period the improved marina option has the potential to result in a higher present value of property taxes and ground lease payments for the City of Dubuque compared to the Status Quo.

- The improved marina option would result in both an increase in ground lease payments and property taxes to the City of Dubuque over the forecast period.
- Initial analysis of comparable marinas would suggest that higher values are achievable with longer ground lease terms and more investment.

Economic Feasibility

Conclusions

Given this analysis, the Improved Residential option results in the largest return to the city of Dubuque, followed by the Improved Marina option, with the lowest return from the Status Quo option. Additional considerations:

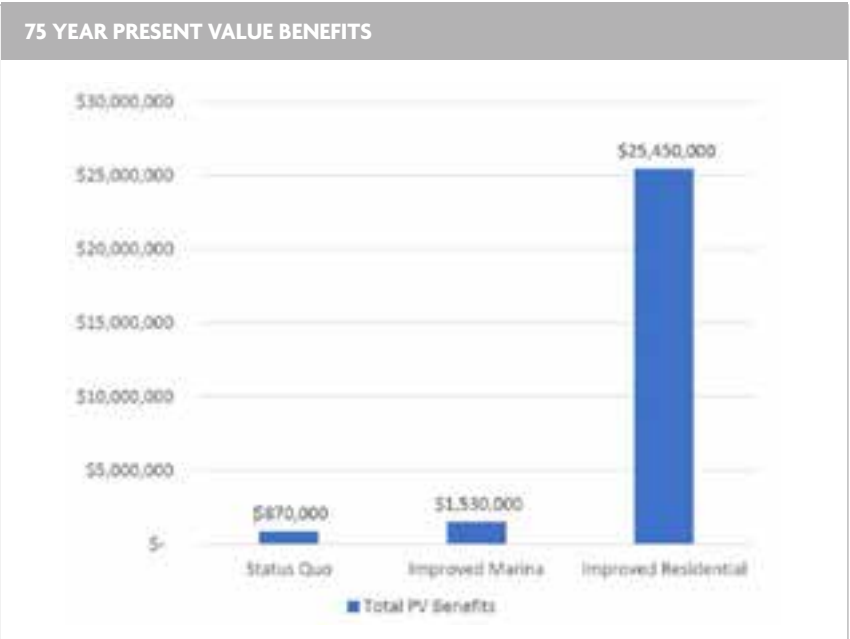
- The Improved Residential scenario will require public infrastructure improvements to elevate the site out of the floodplain.
- Both the Improved Marina and the Improved Residential scenarios likely require longer ground lease terms (>50- 75 years).
- From an employment standpoint, investments in marina enhancements have potential to yield enhanced employment benefits relative to the status quo.

The \$25 million total present value 75-year benefits would be associated with the public sector cost to improve the site. A fee simple marina might be worth slightly more than one running on a ground lease.

Our market analysis made comparisons with some benchmark marinas to show what the increase in value might be. These included:

- Patriot Point Marina on Rebel Road in Stover, MO
- Rivertowne Marina and RV in Cincinnati, OH
- A Boutique Restaurant and Marina in Bloomington, IN

Apartment Option	Yield on Cost
Fee Simple Option	6.19%
Ground Lease Options	6.30%





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Ecological

Ecological

Overview

The naturalized areas of Schmitt Island are characterized by low-lying, flat “edge” areas subject to seasonal inundation by the Mississippi River, and medium to densely forested upland zones. Low areas are dominated by invasive woody and non-woody plants, and low-quality opportunistic native species. Upland areas are low-quality successional woodlands of non-native invasive and low-quality opportunistic native species surrounded by dense native and non-native shrubs and vegetation.

Restoration Objectives

Considering restoration of the ecology of the island, these six objectives come into focus:

- Create spaces with improved access and managed vegetation for public use and enjoyment, and a unique outdoor recreational experience for connecting with nature.
- Remove invasive species from all restoration zones.
- Selectively thin low-quality native non-invasive species to promote healthy growth of remaining specimens.
- Plant site-appropriate native tree species to improve woodland quality and diversity.
- Identify and improve potential wildlife habitat sites.
- Develop ongoing maintenance protocol for long-term preservation and enhancement of restoration efforts.

Restoration Zones

In 2023, the naturalized areas of the island were inundated by spring floods followed by drought conditions. In May/June of that year, Impact7G completed a desktop survey and field assessment of ecological conditions and subdivided the island into seven restoration zones. Impact7G walked the naturalized areas, documenting areas of distinct ecological variability and unique ecological components such as distinctive vegetation communities, invasive species, erosion and any other factors of ecological significance. Using this assessment, a series of base maps were developed using ArcGIS PRO software (See Figure 6.1). GIS analysis and mapping provides accurate areas and quantities for use in budget forecasting. Maps also illustrate site conditions, show the visual extent of management needs and are a critical tool for communicating management objectives.

Figure 6.1: Restoration Zones



LEGEND

- | | |
|----------------------|---------------|
| King Rail Woods | Open Lowlands |
| Heron Pond | Open Uplands |
| Woodland Edge | |
| Naturalized Lowlands | |
| Hip-Camp | |

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Ft

Ecological

Restoration Zones

In addition to identifying needed timber stand improvements and other vegetation management, researchers found surface trash from previous landfill activities and debris washed in with floods at several locations. Beaver habitat was present in areas. Tree planting plans will need to consider the effects of beavers. Designs could incorporate some places that allow observation and integration of beaver activities into the island experience.



Trash and debris found on the island.



Evidence of wildlife and habitat.

King Rail Woods & Heron Pond

These two areas (See Figure 6.2) are dominated by open water with forested floodplain dominated by silver maple and cottonwood along with invasive white mulberry. Box elder, honey locust and hackberry were also noted.

These zones present an opportunity to restore habitat for the endangered King Rail (*Rallus elegans*). The King Rail's ideal habitat complex consists of dense, emergent vegetation interspersed with openings that dry out during brood rearing. They prefer

shallow freshwater marshes with a dense cover of grasses, cattails, rushes and sedges with water depths ranging from moist soil to 46 (cm) at nest sites and generally <10 (cm) at foraging sites. Foraging habitat before and after breeding is typically dense, emergent vegetation with standing water up to 25 (cm) deep. Foraging habitat for the King Rail during brood rearing consists of more open mudflats with water up to 8 (cm) deep.

This plan recommends that an ISA Certified arborist identify higher value trees to remain. Restoration efforts should focus on King Rail



Figure 6.2: King Rail Woods & Heron Pond



habitat open water (>25%) and emergent herbaceous vegetation, with many open water-vegetation edges. These areas have abundant aquatic invertebrates and there is small variability in ground level to create a mosaic of moisture levels and cover types, such as shallow water, moist soil, hummocks, swales and dry patches. Vegetation management should include removing invasive species, ashes and weedy species and replanting/supplementing with native, drought and flood tolerant tree and

shrub species such as sycamore, pecan and river birch, indigo bush, meadowsweet and other native species. Amenities for this area might include bird blinds, bird identification tools, updated trails and access points along with a connection to the Environmental and Recreation Outpost.

LEGEND

King Rail Woods

Heron Pond

0 250 500 1,000

Ft

Ecological

Woodland Edge

The woodland edge (See Figure 6.3) consists of higher-elevation forested edges and slopes which generally include even-aged, early successional forests dominated by invasive species including buckthorn (*Rhamnus cathartica*), white mulberry (*Morus alba*), tree of heaven (*Ailanthus altissima*), dames rocket (*Hesperis matronalis*), oriental bittersweet (*Celastrus orbiculatus*) and Siberian elm (*Ulmus pumila*). Noted natives include hackberry (*Celtis occidentali*), cottonwood (*Populus deltoides*), box elder (*Acer nugundo*) honey locust (*Gleditsia triacanthos*), green ash (*Fraxinus pennsylvanica*), and indigo bush (*Amorpha fruticosa*). The understory was dominated by raspberry (*rubus occidentalis*), riverbank grape (*Vitis riparia*) Virginia creeper (*Parthenocissus quinquefolia*), nightshade (*sp*), and Canadian goldenrod (*Solidago canadensis*). The woodland edge is the most visible to the public and would benefit from more “curb appeal.”

This plan recommends that an ISA Certified arborist identify higher value trees to remain and focus on removing invasive species, ashes and weedy species to create an open edge that highlights the adjacent lowland. Replanted trees and shrubs (streetscape sizes) should be selected for shade and interest while keeping an open canopy. In addition, amenities

could be added to encourage bird watchers, such as promoting bird and pollinator habitats along with trail improvements that encourage people to explore from the trail and/or enter into the space and explore the lowland forest.

Naturalized Lowlands

The naturalized lowlands (See Figure 6.4) are dominated by cottonwood and silver maple with abundant wooded debris and flood deposits. Invasive species included buckthorn, reed canary grass, Siberian elm, and white mulberry. Areas of native understory were noted and included, elderberry, indigo bush, sedges, prairie ragwort, swamp milkweed, Virginia creeper, water smartweed and wild rose (Iowa state flower). Also noted were blackberry, box elder, green ash, hackberry, honey locust, pin oak, river birch, and riverbank grape (vine).

It is recommended that an ISA Certified arborist identify higher value trees to remain and focus on removing invasive species, ashes and weedy species. The area should be planted with ecologically appropriate native trees and shrubs which are drought and flood tolerant. Trees may need to be protected from deer browsing and beavers. Native woody plantings can help stabilize and diversify the floodplain forests, can provide screening for sensitive wildlife and can begin a trajectory

towards a more natural structure and healthier ecological community in this zone. Direct seeding (e.g., acorns) may be effective in this zone, but most woody plantings should be bare root or saplings (restoration grade smaller than 1 inch). It is best to wait a year or two before installing new woody vegetation, until the bulk of invasive management is completed. Material may be left in place or mulched. These would be good areas to add mowed open paths and natural trails to facilitate exploration.

Figure 6.3: Woodland Edge



Figure 6.4: Naturalized Lowlands



Ecological

Hip-Camp, Open Lowlands and Open Uplands

While these areas are not naturalized, we do recommend that they offer a connection to the adjacent naturalized areas (See Figure 6.5). The Hip-Camp zone includes the existing campgrounds and associated amenities. This area has opportunities for “glamping” and other outdoor experiences. The open upland zone

is adjacent to Heron Pond and has outdated playground equipment and some signage in need of updates. The open lowland is a gateway to the island, with a pond which is edged with weedy and overgrown vegetation.

For each of these zones, an ISA Certified arborist should identify higher value trees to remain and

focus on removing invasive species, ashes and weedy species. The area should be replanted with ecologically appropriate native trees and shrubs which are drought and flood tolerant. Trees may need to be protected from deer browsing and beavers, and native plants and shrubs (pollinator species) with seasonal interest should be added.

Timber Stand Improvement

An ISA Certified arborist should survey each restoration zone to identify and mark high value trees and other plant communities to preserve. The arborist should identify hazard trees and inorganic material/litter that needs removal and instruct field staff regarding restoration goals and procedures.

Physical Removal

Improvements noted here will require the use of hand or mechanized equipment to remove plant material. Chainsaws, hand saws and pruners, mechanical brush cutters and other cutting tools may be used to eliminate invasive and low-quality plant material.

Mechanical Mastication/Mulching

In areas dominated by non-native and invasive species, vertical or horizontal masticators should be used, comprised of a large roller drum with titanium carbide teeth that spins at excessive speed to chop and grind problematic woody vegetation. Track loaders with rubber or steel tracks should be used to clear large patches of area. Primary physical limitations include excessive slope, ground conditions and size of trees. Once masticated, hand crews would



follow behind and spray remaining stumps with glyphosate, triclopyr or imazapyr. This is an efficient, effective and practical solution to large areas riddled with unwanted vegetation.

Basal Bark Herbicide Application

A basal bark herbicide application should be used to eradicate invasive and low-quality woody species and may be applied at any time of year. Ester formulation of triclopyr is mixed with an oil-based carrier and applied to the trunk of the plant and absorbed through the bark. This is an effective dormant season control method.

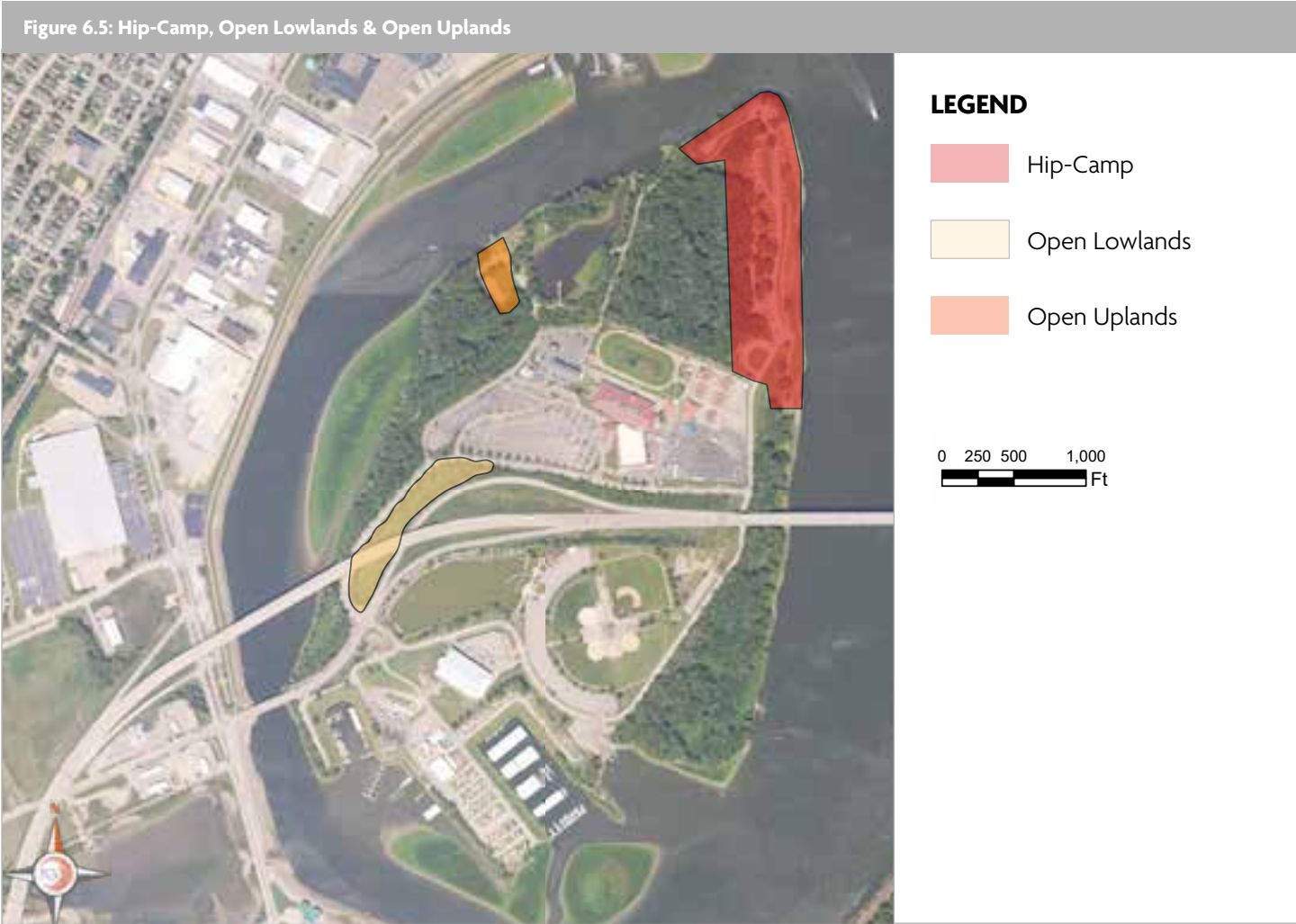
Large Tree Removal

Identify low-quality or non-native trees to be removed. Depending on tree location, structure and potential to cause damage below, trees may be

felled by a professional sawyer, girdled (cutting around the full circumference of the trunk to disrupt vascular tissue; may be left standing for nesting and habitat) or eradicated with the “hack and squirt” method that involves cutting into the bark and applying herbicide. Girdling is an effective technique, which would primarily be used for trees larger than 12-inch diameter at breast height. Chainsaws perform a circular cut, around ½-inch deep, to sever the cambium, rhytidome, and sapwood, resulting in loss of nutrients and water from the roots to the canopy. Siberian elms, white mulberry and a portion of black cherries will be eradicated using this technique. Trees can be left for snag recruitment where desirable.

Maintenance (Adaptive Management)

- A minimum of two (2) annual maintenance visits to each restoration zone.
- Tree tube/stake maintenance.
- Herbicide rings around newly planted trees to reduce weed competition.
- Invasive species resprout spraying through all areas.
- Identification of hazard trees and other management priorities.



Management Summary

Due to the prevalence of non-native and non-native invasive species, multiple opportunities are present for native species re-introduction on the island, which will benefit wildlife, pollinators and stand resiliency. Pocket areas of shrubland dominated by native plum species can be maintained for native wildlife foraging and habitat value. While aggressive, native gray dogwood does provide habitat and woodland ecotone value, and it can be beneficial to maintain this species in limited areas where appropriate. In addition, there is some benefit to using non-native aggressive herbaceous species such as reed canary grass for shading in some areas.

Habitat/Brush Piles

Most wildlife can benefit from man-made structures used to mimic natural habitat. Common techniques should enhance, restore and promote use by wildlife as escape cover, nesting sites, den sites and resting sites. Large, 8x8 foot brush piles may be placed along fencelines, edges and ridges close to trails to attract wildlife in places where animals can be viewed for educational purposes. Piles can be constructed using the ample source of cut woody biomass available. Largest cut material should be placed at the bottom of the piles to create a solid foundation, with smaller material at the top.

Invasive Species Control

Large swaths of invasive species reside in the restoration zones and will require focused efforts to eliminate them where possible. The level of energy spent on invasive species removal should always be placed in the context of long-term management budgets, expectations and objectives to be sure that those energies are not better served in other management areas. Non-native and invasive species are firmly established in the majority of wood-, shrub- and grass-land areas. The following is not a comprehensive list but includes species that are of particular note due to their widespread abundance on the island and general management tenacity.

1. **Reed Canary Grass.** (Phalaris arundinacea) Holding near total dominance in most grassland areas, this invasive grass allows very few other species to establish except in shady environments where it does not flourish. Native and non-native reed canary species have interbred to the point of being indistinguishable. This plant spreads primarily by rhizome but will also readily inter-seed into downstream areas. For this reason, management efforts should start in the upper reaches of watersheds and work down slope to minimize re-introduction. Chemical-based control methods of this plant are very intensive due to the nature of

the rhizome; dormant nodes are not damaged by herbicide and can still activate when other parts of the plant are damaged, sending up new sprouts.

- 2. **Garlic Mustard.** (Alliaria petiolate) A 3-foot-tall flowering plant, garlic mustard is present to a small degree in many of the central mosaic woodland areas of the island. This plant produces copious seeds that are likely not fully germinating due to the shade but remain viable on the forest floor for up to a decade. With the introduction of more light, managers should fully expect the numbers of this plant to increase exponentially, thus appropriate management measures should be anticipated. Garlic mustard can be managed in a woodland when caught early enough but will become an endless carpet within just a few years. Pulling and removing the plant, spring woodland burns, mechanical destruction and timely spot herbicide applications are good management techniques.
- 3. **Canada Thistle.** (Cirsium arvense) This invasive thistle is present in scattered yet widespread populations through many of the drier grassland areas and the prairie reconstruction. Dense populations of this thistle are found within the eastern drainageways of the

prairie reconstruction and pose a significant threat to the long-term resiliency and diversity of the prairie. This can be managed through appropriately timed mowing and spot herbicide applications. Do not mistake the prairie thistle and other native thistles for invasive Canada and bull thistles. Native thistles provide important habitat for pollinators, insects and food for birds, but are easily caught up in large scale thistle management efforts.

- 4. **Siberian Elm.** (Ulmus pumila) Native to eastern Asia, this tree quickly forms small to medium diameter tree thickets dense enough to outcompete most native species. Typical management involves removal and cut-stump herbicide treatment.
- 5. **Oriental Bittersweet.** (Celastrus orbiculatus) This plant is a non-native woody vine that is overly



Siberian Elm

aggressive, and it can overwhelm native trees and shrubs. Oriental bittersweet is currently one of the most destructive non-native invasive plants found in Iowa woodlands (see brochure on management at <http://www.iowadnr.gov/Conservation/Forestry/Forest-Health>). Pulling the plant out by the roots (be sure to get the entire root) can be a successful management method.

- 6. **Common Buckthorn.** (Rhamnus cathartica) A tall shrub or small tree that can be introduced into a forested area by birds. This plant can grow 5 to 15 feet tall in the understory of a forested area where it can become invasive and compete for more desirable native plants. Small plants may be hand-pulled and prescribed fire can be used for seedlings. Larger plants can be dug or pulled using a leverage tool such as a weed



Oriental Bittersweet

wrench. Girdling trees requires stripping the bark to expose the inner hardwood at a minimum of six inches, and can occur any time of year. Cut-stump treatment with glyphosate can occur in late fall. Cut-stump or basal bark spray treatment around the stem with triclopyr ester can occur in late fall through the winter.

- 7. **White Mulberry.** (Morus alba) White Mulberry should be killed standing by cutting flaps or single girdle with a chainsaw all the way around the trunk and treating these wounds with an herbicide labeled for such use. Chemicals used in performing these practices must be applied according to authorized use, label direction, and other federal or state policies and requirements. Do not use any chemical with the active ingredient picloram (i.e., Tordon) for this purpose.



Common Buckthorn

TABLE 6.1: BUDGET ESTIMATE - PROVIDED BY IMPACT7G				
Zone	Work Summary	Acres	Restoration Per Acre	Budget Cost Per Zone
Woodland Edge	Selected clear and grub, herbicide application, remove materials and haul off. Shrub, landscape trees or planting.	31.8	\$20,000	\$636,797
Heron Pond	Selected clear and grub, herbicide application, remove materials and haul off. Shrub, landscape trees or planting.	8.5	\$18,000	\$153,272
King Rail Woods	Selected clear and grub, herbicide application, remove materials and haul off. Shrub, landscape trees or planting.	10.6	\$18,000	\$190,475
Naturalized Lowlands	Selected clear and grub, herbicide application, materials left in place. Restoration grade shrubs, trees, or planting.	30.1	\$8,000	\$240,911
Hip-Camp	Selected clear and grub, herbicide application, remove materials and haul off. shrub, landscape trees or planting (existing less dense).	21.2	\$5,000	\$105,904
Open Lowland	Selected clear and grub, herbicide application, remove materials and haul off. shrub, landscape trees or planting (existing, smaller trees, less dense).	5.0	\$5,000	\$24,978
Open Upland	Selected clear and grub, herbicide application, remove materials and haul off. shrub, landscape trees or planting (existing less dense).	1.8	\$5,000	\$9,162

Grant Opportunities

Impact7G has identified several current and recurring grant and cost-share opportunities that may be leveraged for restoration work.

1. **Water Quality Initiative Urban Conservation Projects Grant.** The Iowa Department of Agriculture and Land Stewardship (IDALS) provides cost-share funding for projects support conservation projects in urban areas. Examples of eligible urban conservation projects include bioretention cells, bioswales, native landscaping, permeable pavement, rain gardens, tree trenches and wetlands. Cities, counties, county conservation boards, Soil and Water Conservation District (SWCDs) or other units of government, not-for-profit non-governmental organizations (NGOs), public water supply utilities or watershed management organizations are eligible to submit pre-applications. <https://iowaagriculture.gov/dscwq/requests-proposals>
2. **NAWCA 2025-1 Standard Grants.** Recently the Fish and Wildlife Service announced the NAWCA 2025-1 Standard Grants. Applications are available annually. Award ceiling is \$3,000,000 and award floor is \$250,001. The program has a match requirement. Eligible applicants include institutions of higher education,

state governments, special district governments, small businesses, city or township governments, independent school districts, individuals, Native American tribal governments and organizations, nonprofits and county governments.

The U.S. Standard Grants Program is a competitive, matching grant program that supports public-private partnerships carrying out projects in the United States that further the goals of the North American Wetlands Conservation Act. The program promotes partnerships projects that must involve a) only long-term protection, restoration, enhancement and/or establishment of wetland and associated upland habitats to benefit diversity of wetland ecosystems and b) maintaining an abundance of waterfowl (ducks, geese, and swans) and other populations of wetlands-associated migratory birds consistent with the objectives of the North American Waterfowl Management Plan, U.S. Shorebird Conservation Plan, Waterbird Conservation Plan for the Americas, and Partners in Flight Bird Conservation Plan. The program requires a 1:1 non-federal match and research funding is ineligible. This program supports the Department of Interior and U.S. Fish and Wildlife Service

mission of protecting and managing the nation's natural resources by collaborating with partners and stakeholders to conserve land and water and to expand outdoor recreation and access. Also, this program contributes to efforts to reduce climate pollution, support climate resilience, support land conservation and biodiversity efforts and leverage partnerships.

3. **NAWCA FY2X U.S. Small Grant.** The Department of the Interior Fish and Wildlife Service's NAWCA FY22 U.S. Small Grant program. The program has an estimated \$3,000,000 in total funding with an award ceiling of \$100,000 and an award floor of \$1,000. Eligible applicants are unrestricted. This program is a competitive, matching grants program that supports public-private partnerships carrying out projects in the United States that further the goals of the North American Wetlands Conservation Act. Projects must involve only long-term protection, restoration, enhancement and/or establishment of wetland and associated upland habitats to benefit migratory birds. The program requires a 1:1 non-federal match and research funding is ineligible. The program supports the DOI and FWS mission of protecting and managing the nation's resources by collaborating with partners and stakeholders to conserve land and water and

to expand outdoor recreation areas. <https://www.fws.gov/service/north-american-wetlands-conservation-act-nawca-grants-us-standard>

4. **Land and Water Conservation Fund (LWCF).** The LWCF Grant Program is a federal grant program that provides funds to incorporated cities and county conservation boards in the form of 50% reimbursement grants. Grants require a 50% match. Assistance ceilings correspond to population size. Eligible projects include acquisition and/or development of land for outdoor recreation. Renovation of existing facilities is also eligible. <https://www.iowadnr.gov/About-DNR/Grants-Other-Funding/Land-Water-Conservation-Fund>

5. **National LWCF Competition Grant.** Outdoor Recreation Legacy Partnership (ORLP) Program: The purpose of this grant opportunity is to target and fund projects that will create or reinvigorate parks and other outdoor recreation spaces located in Census-delineated urbanized areas with populations over 50,000. Selection priorities are for projects that will directly connect people to outdoor places, particularly in communities that are underserved in terms of parks and other outdoor recreation areas and have significant numbers of individuals who are economically

disadvantaged. Projects may create short-term and/or permanent jobs; help stimulate local economic development; engage and empower members of the affected community in the development of the project, create or expand public-private partnerships (particularly to provide for the leveraging of resources) and should rely on high degree of coordination among the public, multiple levels of government and the private sector, to improve recreation opportunities for all. Additionally, projects must advance goals of or otherwise meet priority recreation needs identified in Iowa’s SCORP. Outdoor recreation areas and facilities assisted through this program must be open to the general public and may not be converted to other than public outdoor recreation uses. <https://www.iowadnr.gov/Portals/idnr/uploads/grants/orlp/NOFO-20210507-ORLP.pdf>

6. **Watershed Improvement Grants (Section 319).** The DNR offers Iowa groups looking to improve our state’s streams, rivers and lakes the opportunity to apply for grants. These grants allow groups such as Soil and Water Conservation Districts and other organizations to create watershed projects. Watershed projects help individual Iowans make changes to the land in order to improve the quality of

water entering our rivers, streams, and lakes. <https://www.iowadnr.gov/Environmental-Protection/Water-Quality/Watershed-Improvement/Watershed-Planning>

7. **Wildlife Habitat with Local Entities Grant Program (Wildlife Habitat Grant).** This grant is open to county conservation boards for the acquisition of land and/or development of wildlife habitat purposes. The program costs a share of up to 75% of costs. Grant recipients are not permitted to provide use facilities at their own expense for activities such as camping, picnicking and snowmobiling on areas acquired with WHSF funds. Other than hunting, only such activities as fishing, hiking, nature study, cross-country skiing, etc. are permitted. <https://www.iowadnr.gov/About-DNR/Grants-Other-Funding/Wildlife-Habitat-Grant>

8. **Habitat Management Grants Program.** The Iowa DNR’s Wildlife Diversity Program makes small grants available for habitat management projects directly related to wildlife diversity conservation. Approved projects are funded on a single-year basis but can be submitted for additional funding in subsequent years. Projects should be closely related to the goals of Iowa’s Wildlife Action Plan. The total grant allotment is \$15,000 per year

with \$7,500 being the maximum amount available per proposal request. <https://www.iowadnr.gov/Conservation/Iowas-Wildlife/Wildlife-Diversity-Program/Wildlife-Grant-Opportunities>

9. **REAP Conservation Education Program (CEP).** Provides grants for conservation education in Iowa. The program allocates approximately \$350,000 annually in funding. <https://www.iowadnr.gov/Conservation/REAP/REAP-Funding-at-Work/Conservation-Education>

10. **Recreational Trails Program.** The intent of this program is to provide and maintain motorized and non-motorized recreational trails and trail-related projects. Eligible applicants include public agencies and non-profit or private organizations. Non-profit and private applicants require a public agency co-sponsor. The program requires a minimum 20% match and trails resulting from successful applications must be maintained as a public facility for a minimum of 20 years. http://www.iowadot.gov/systems_planning/fedstate_rectrails.htm

11. **State Recreational Trails Program.** This program was established to fund public recreational trails. Eligible applicants include state agencies, counties, cities and non-profit organizations. A minimum 25% local match is

required. Trails resulting from this program must be maintained as a public facility for a minimum of 20 years. https://iowadot.gov/systems_planning/Grant-Programs/-Federal-and-State-Recreational-Trails

12. **Certified Local Government Grant Program.** This program is open to Iowa cities, counties, and land use districts that have a signed Certified Local Government Agreement with the State of Iowa and National Park Service. Eligible grant activities include national register nominations, education projects, surveys, planning for preservation and planning projects. <https://iowaculture.gov/about-us/about/grants/certified-local-government-grant-program>

13. **Iowa Great Places.** Grants for communities with a strong vision for innovation and enhancing vitality and quality of life, while staying true to what makes the community unique. The Iowa Great Places Program can recognize your efforts and help bring those visions to reality. The program provides designation and supports the development of new and existing infrastructure intended to cultivate the unique and authentic cultural qualities of neighborhoods, communities and regions in Iowa. <https://iowaculture.gov/about-us/about/grants/iowa-great-places>



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Floodplain

7

Floodplain

Overview

Recent elevated Mississippi River levels in the spring of 2023 have highlighted the fact that portions of Chaplain Schmitt Island are prone to periodic and prolonged flooding. For this reason, as master development planning efforts continue to advance at the island, it will be important to evaluate and understand the impact potential Mississippi River flood risks will have on the feasibility of various improvement projects being considered. This includes confirming compliance with applicable federal, state and local floodplain and floodway regulations that will govern whether potential improvements at the island are feasible from a regulatory, engineering and cost perspective.

Existing Floodplain Mapping Review

Figures 1 and 2 depict the regulatory Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) for Chaplain Schmitt Island (map number 19061C0244F, August 19, 2013). FEMA produces FIRMs that show areas that are at risk to flooding, also known as floodplains or Special Flood Hazard Areas (SFHA). Figure 1 and 2 show flood zones, floodplain boundaries, floodways and base flood elevations of the Mississippi River.

Communities use these maps to set minimum building and land development requirements for projects in flood prone areas. Given that potential future development

improvement projects at the island will need to comply with local, state and federal floodplain management regulations, it is important to gain an understanding of the various flood zones that are present at the island.



Floodplain

Special Flood Hazard Areas

Special Flood Hazard Areas (SFHA) are defined as areas that are subject to inundation by the one percent annual chance flood or 100-year flood event. Review of the floodplain mapping at the island indicates presence of SFHAs that cover much of Miller Riverview Park, including the Vietnam Memorial, Riverview Park Drive, the campground and the playground and picnic area at the northern tip of the island. SFHAs also cover northwestern portions of the island including the Dubuque Water Sports Club and Heron Pond. SFHAs also are shown to cover the western portion of the west parking lot of the casino and the eastern portion of the east parking lot of the casino. None of the existing casino buildings are currently located within a mapped SFHA. However, SFHAs do appear to encroach onto some of

the existing kennel structures and the northwest wing of the Hilton Garden Inn building. The 500-year floodplain (0.2 percent) also covers the majority of the Hilton Garden Inn building and all of the existing kennel buildings. On the south half of the island, mapped SFHAs cover much of the existing marina, including Catfish Charlie's Restaurant, the marine maintenance building, the marina parking lots, the campground and most of Marina Drive. The existing Mystique Community Ice Center, while not located within a SFHA, is mapped within the 0.2 percent or 500-year floodplain.

Floodway

The floodway is defined as the channel of a waterway plus any adjacent floodplain areas that must be kept free of encroachment so that the one percent annual chance flood (100- year flood event) can be carried without substantial increases in flood heights. Figure 1 is the FEMA regulatory map panel showing the Mississippi River floodway with a diagonal cross hatching pattern. Figure 2 similarly shows the Mississippi River floodway with a light blue color shading. Both maps indicate that the floodway occupies portions of the easterly edge of the island. The floodway on the east end of the island varies in width from approximately 470 feet at the north end of the island, approximately 250 feet at the USH 61/151 bridge, and up to 700 feet wide near the south end of the island.



Floodplain

Base Flood Elevations (BFEs) and Flood Depths

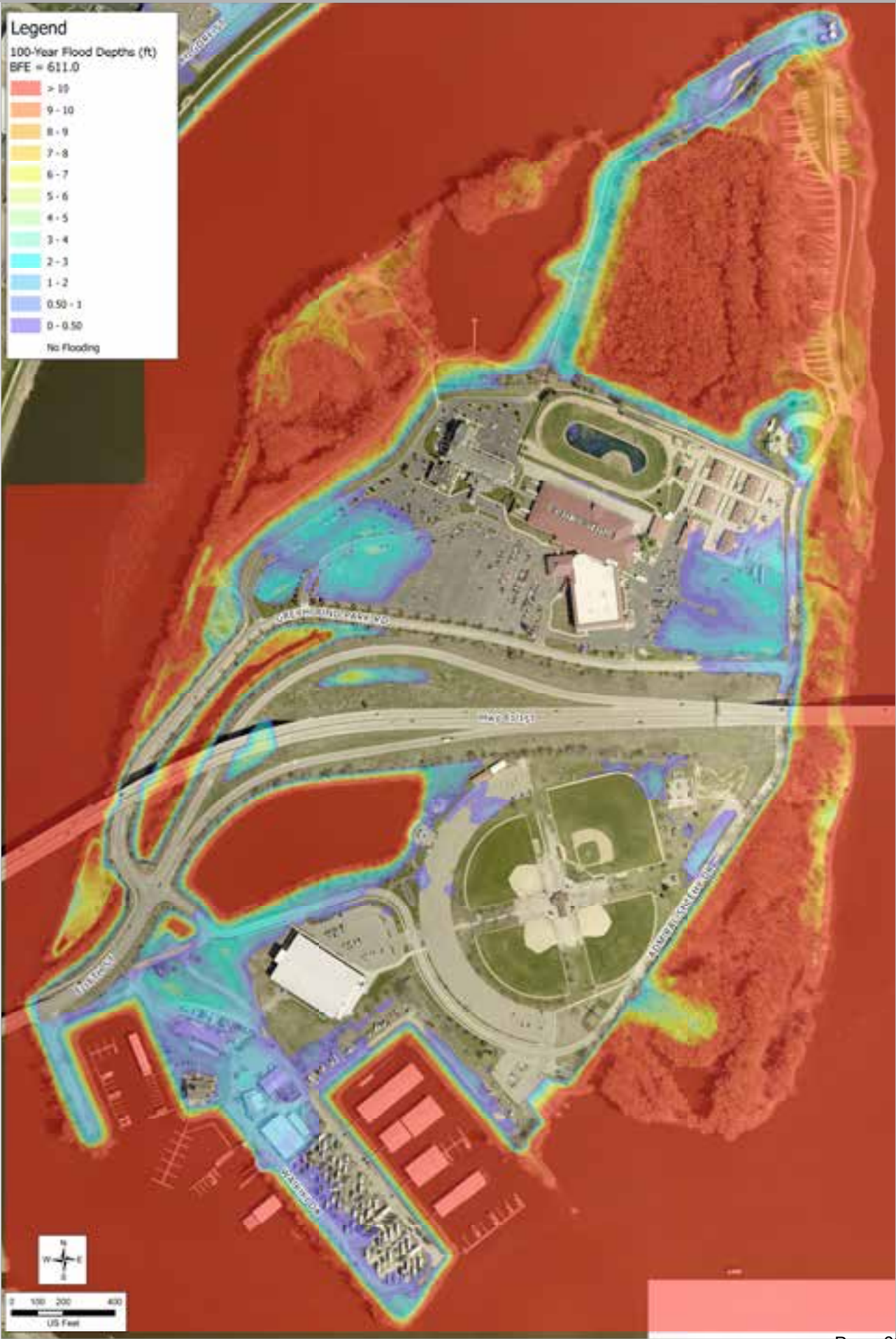
The BFE at a particular location is defined as the elevation of surface water resulting from a flood event that has a one percent chance of equaling or exceeding that level in any given year (commonly referred to as the 100-year BFE). The BFEs for the Mississippi River at the island are both depicted on the FIRM floodplain map and also are provided on flood profile exhibits within the city's FEMA Flood Insurance Study (FIS) report. Reviewing these data sources, we see that the 100-year event BFE at the island is 611.0 (North American Vertical

Datum of 1988). Figure 3 depicts the estimated depths of flooding for a 100-year flood event (BFE = 611.0). Note that the basis of the ground surface topographic data is available high-resolution light detection and ranging (Lidar) that was obtained and published by the United States Geological Survey (USGS) in 2019.

Figure 3 indicates that the easterly area of the island that is mapped floodway generally has 100-year flood depths that are greater than ten feet. Several areas of the island that are not in the mapped floodway also have flood depths greater than ten feet, including the majority of Miller

Riverview Park, the Dubuque Water Sports Club (including Heron Pond) and the eight-acre pond located immediately north of the Mystique Community Ice Center site. Areas on the island that have shallower flood depths (i.e. between zero and four feet) include westerly portions of the casino parking lot, easterly portions of east casino parking lot, an area near the southeast corner of the kennel buildings, portions of Admiral Sheehy Drive located immediately north of the ice center and portions of the south marina area including surrounding parking lots and driveways.

FIGURE 3



Floodplain

Topographic Survey Collection

In order to validate the accuracy and reliability of the USGS 2019 Lidar topographic data, we conducted field topographic surveys at several key locations at the island as follows:

- Northeast area designated as regulatory floodway in the location of the proposed observation tower.
- East parking lot designated as a SFHA floodplain in the vicinity of the “Backwater Stage” area.
- West parking lot and entrance drive area designated as a SFHA floodplain.
- South marina area designated as a SFHA floodplain.

Figure 4 depicts USGS 2019 Lidar ground surface topographic mapping in a color relief format. Figure 5

includes this same Lidar topographic data overlayed with the individual field surface topographic survey data points from the various areas of the island listed above. Within Appendix A, there is a tabular summary of the 379 field survey points that provides a comparison of the surveyed elevation versus the estimated Lidar elevation at the same location. Note that Lidar data is based on a grid size of one square meter.

Comparison of the survey data versus the Lidar data indicates that the elevation differential between the field surveyed shots and the Lidar data falls mainly between plus or minus 0.25 feet (refer to the histogram that is included as an inset exhibit on Figure 5). 92 percent of the field survey shots fall between plus or minus 0.25 feet of the Lidar elevation.

Review of the data indicates that the elevation differential does not

appear to be skewed either up or down, which seems to indicate that there is not a transformational vertical datum issue. Note that the only area where there appears to be elevation differentials that are more significant (i.e. greater than 1.5 feet) are shots that were taken along the northeast shoreline of the island near the proposed observation tower. There appears to be a logical explanation for this, given that when the Lidar data was collected, it is likely that the Mississippi River levels may have been elevated and the true ground surface elevation was therefore, not represented accurately. Based on the results of the comparison of the field surveyed surface topographic data and the USGS 2019 Lidar topographic data, the Lidar topography appears to be reasonably accurate and is suitable for use for planning level engineering analyses, including the floodplain development assessment described later.



Floodplain

Floodplain and Floodway Regulation Review

The City of Dubuque floodplain management regulations are stated within Title 16 Unified Development Code, Chapter 6 Overlay Districts, Section 16-6-4: Flood Hazard Overlay District. The provisions outlined in Section 16-6-4 apply to all lands within the jurisdiction of the City of Dubuque shown on the Official Floodplain Zoning Map as being within the boundaries of the Floodway, Floodway Fringe (Flood Fringe), and General Floodplain (Overlay) Districts. Each of these floodplain districts is described in further detail below. Floodway (Overlay) District (FW). Those areas identified as floodway on the Official Floodplain Zoning Map. These areas are depicted as Zone AE floodplain with diagonal hatched areas on Figure 1 and light blue shaded areas on Figure 2.

If development plans include placement of any structures or fill within these areas, engineering analyses will need to be conducted to reflect the effects of this development on Mississippi River flood levels and to show that no increase in 100-year base flood elevation will result. The following section shares potential development scenarios that could occur within regulatory floodway at the island and the resultant impacts to Mississippi River 100-year base flood elevations. Floodway Fringe (Overlay) District (FF). Those areas identified as Zone AE on the Official Floodplain Zoning Map and exclude those areas identified as floodway. These areas are depicted as Zone AE floodplain with no diagonal hatched area on Figure 1 and as

indigo shaded blue areas on Figure General Floodplain Overlay District (FP). Those areas shown within the approximate 100-year flood boundary or Zone A on the official floodplain zoning map. Note that there are no General Floodplain Overlay Districts within the limits of Chaplain Schmitt Island. Regardless, any proposed buildings (residential or non-residential) within a SFHA (both floodway and flood fringe areas), must be elevated to be equal to or greater than the flood protection elevation. The flood protection elevation is defined as the regional 100-year storm base flood elevation plus one foot of freeboard. Therefore, the flood protection elevation at the island is equivalent to elevation 612.0.

FIGURE 5



Floodplain

Floodplain Development Assessment

FEMA Effective Hydraulic Model

In order to assess the various potential improvement projects at the island, planners requested and obtained the regulatory FEMA hydraulic floodplain model for the Mississippi River from the FEMA Engineering Library. This HEC-RAS hydraulic model simulates the flood water surface elevations of the Mississippi River during a 100-year return interval flood event. Review of this hydraulic model indicated that three Mississippi River stream cross sections pass through portions of the island. A comparison of topographic data from the hydraulic model cross sections indicates that, generally speaking, the ground surface data represented in the model was reasonably close to ground surface data obtained from the USGS 2019 Lidar data. However, for areas that appeared to show some discrepancies, the three river cross sections were adjusted to reflect the Lidar ground surface data on the island. After making these model cross section adjustments, additional intermediate river cross sections were created in the hydraulic model at an approximate interval of just under 200 feet. It is important to note that the Mississippi River hydraulic model only represents flood flows passing through the

regulatory floodway as being effective flood conveyance. Flows passing through areas of the island that are outside the floodway boundary (flood fringe areas) are not represented as effective flood conveyance. Graphic exhibits are included within Appendix B which depict the Mississippi River hydraulic model cross section locations. Subsequent graphic exhibits in Appendix B represent each of the three development scenarios discussed below.

Floodway Encroachment Analysis

The scenarios described below are presented for planning and concept purposes. Specific improvement recommendations will be reviewed during the preliminary and final design phases, along with consideration of permitting issues and relative value.

Scenario 1: Fill Entire Floodway Along the East Side of the Island
This scenario is a highly conservative “worst- case” scenario in which fill would theoretically be placed within all areas of the island that are mapped as regulatory floodway. The current projects being considered in the master plan (boardwalk trails and the observation tower near the north tip of the island) would certainly involve significantly less potential for obstruction of Mississippi River flood flows. However, the if the outcome of this worst-case scenario option indicates

no increases in 100-year Mississippi River base flood elevation, it is reasonable to assume that any development project that is contemplated within the mapped floodway on the island would be permissible from a floodway regulation compliance standpoint.

The results of Scenario 1 did indicate some minor base flood elevation increases (approximately 0.04 feet) throughout the stretch of the Mississippi River along the island and points immediately upstream. While these increases seem negligible, the federal, state and local floodway development rules clearly state that no increases in 100-year base flood elevation are to be allowed.

Scenario 2: Fill Entire Floodway Upstream of USH 61/151
This second floodplain development scenario includes theoretically placing fill within all areas of the island that are mapped as regulatory floodway, but only those locations on the island located north of the US 61/151 bridge. This scenario would essentially keep the regulatory floodway areas that are located to the south of the US 61/151 bridge undisturbed. The results of this hydraulic modeling evaluation indicate that the Mississippi River 100-year flood stage would only increase by approximately 0.005 feet. Given that conservative assumptions are still being made for placement of fill that would entirely occupy the floodway north of the US 61/151, it is reasonable

to assume that the projects currently being considered in this part of the island would have little to no impact on Mississippi River flood stage.

Scenario 3: Fill Entire Floodway Upstream of USH 61/151 and Perform Minor Regrading South of USH 61/151 to Offset Minor River Flood Elevation Increases
The third floodplain development scenario is generally identical to Scenario 2. However, in an effort to offset the minor Mississippi River flood stage increases resulting from Scenario 2, this model reflects some regrading of floodway areas on the island located south of the US 61/151 bridge. This potential regrading would seek to lower ground surface elevations in this area to near elevation 596. The Scenario 3 hydraulic modeling results indicate that no increases in Mississippi River flood stage would occur.

Other Floodplain Development Considerations

Given that construction within floodway zones is highly restrictive from a regulatory standpoint, it is important to determine what can and can’t feasibly be done in these areas. The results of the floodway encroachment analyses summarized in the previous section demonstrate that locating potential projects in the mapped floodway at the island

appears to be feasible. However, development projects on other portions of the island also need to be evaluated.

As stated in the regulatory review section, proposed buildings must be elevated to be equal to or greater than the flood protection elevation, which is equivalent to the regional 100-year base flood elevation plus one foot of freeboard (elevation 612.0). This is the minimum flood protection elevation standard that must be met. However, given that storm and flood events are growing in severity and frequency due to the effects of climate change and other threats, consideration should be given to a flood protection elevation standard that improves resilience of future buildings and projects on the island.

The Federal Flood Risk Management Standard establishes a flood standard that helps achieve increased resiliency of future projects against flooding. Currently, the Federal Flood Risk Management Standard applies only to federally funded actions involving new construction, substantial improvement or repairs to substantial flood damage. It also applies to hazard mitigation projects involving structure elevation, dry floodproofing and mitigation reconstruction. If federal funding is sought for future development and

improvement projects on the island, applying the Federal Flood Risk Management Standard should be considered. If the Freeboard Value Approach (FVA) is applied, it would involve adding two feet to the base flood elevation for non-critical actions and adding an additional three feet to base flood elevation for critical actions. An alternative is increasing the flood protection elevation to the 500-year base flood elevation, which in this case would be approximately 1.5 feet. Increasing the flood protection elevations for new buildings will result in greater cost to account for placement of additional fill to elevate structures beyond the minimum flood protection elevation standard. The increase in resiliency and mitigation of potential future flood risks will need to be balanced with the estimated increases in construction costs to comply with the more stringent flood protection standards.



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Infrastructure & Analysis

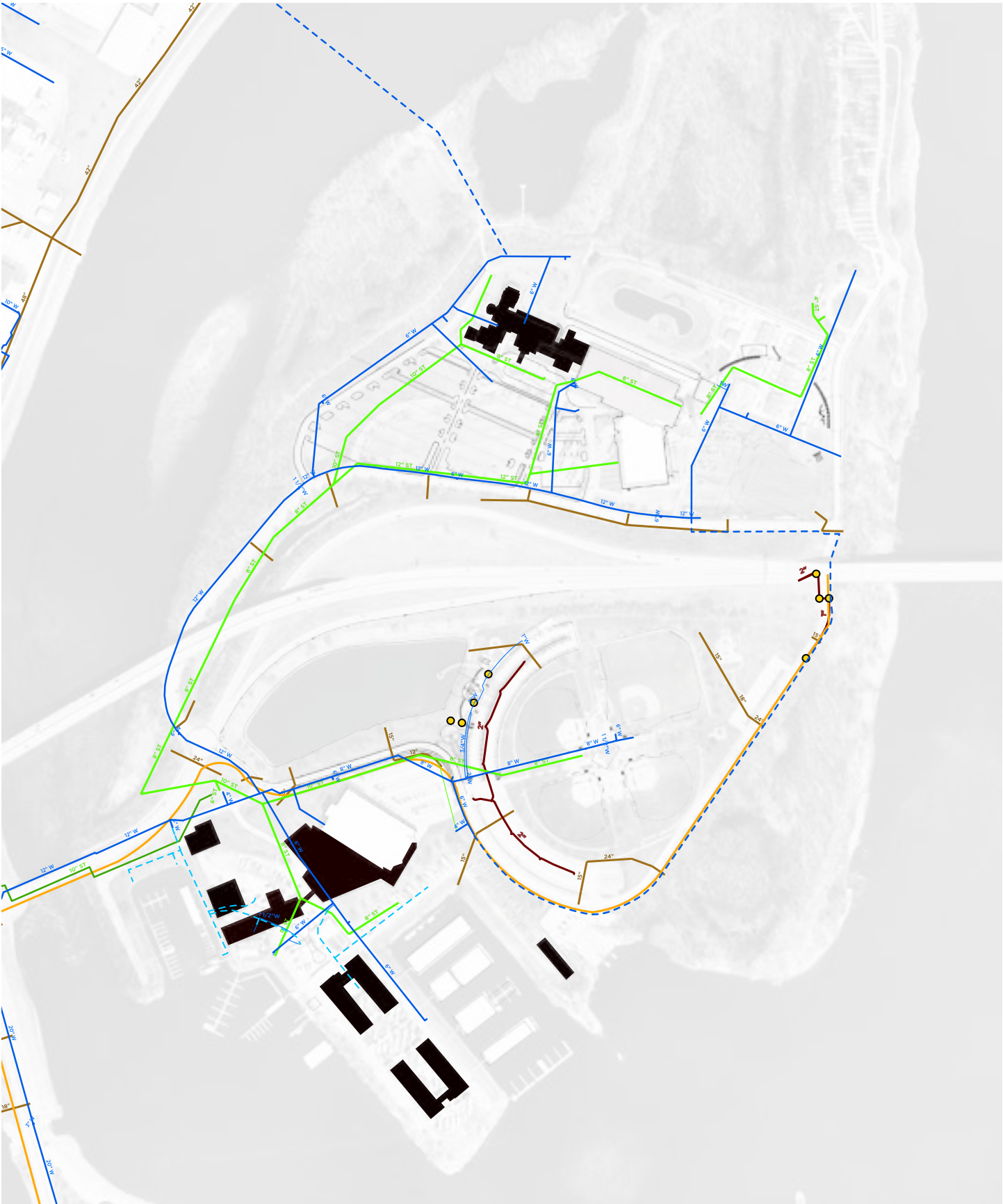
Infrastructure & Analysis

Utilities

The planning and design team interviewed city staff in the water department, sanitary waste division and civil engineering departments to understand potential issues or opportunities from a utility perspective. These conversations helped provide a high level overview of the key items that should be considered as development moves forward.

LEGEND

- Sanitary Line - Gravity Main
- Sanitary Line - Pressurized Main
- Inactive Sanitary Line
- Active Stormwater Line
- Active Water Line
- Proposed Water Line
- Water Destinations
- 18" W Water Line Diameter
- Fiber Conduit
- Electric Conduit
- 2" Electric Conduit Diameter
- Fiber Structure
- Electric Underground Structure



Infrastructure & Analysis

Sanitary Sewer Utilities

The sanitary sewer network on the island consists of a series of 6- to 10-inch sanitary sewer gravity mains. The collection system drains to a lift station located near E. 16th Street and Admiral Sheehy Drive. While the original planning assumption was that the system would need the capacity to serve high-density residential land use across the entire island, that assumption is no longer in place. Still, any sewer improvements on the island should be based on the highest and best potential land uses, to ensure new system improvements have proper capacity. While there are

no immediate issues to be addressed and no glaring shortfalls, the following actions are still recommended:

- Verify capacity of the lift station to serve land uses required by future development.
- Use flow meters to check the potential risk of flood waters being pushed into the sanitary sewer system via the bolted-down manhole located under the drainage pond that receives geothermal water discharges.

LEGEND

- Sanitary Line - Gravity Main
- Sanitary Line - Pressurized Main
- Inactive Sanitary Line

KEY NOTES

- Sanitary manhole in pond needs further analysis.



Infrastructure & Analysis

Storm Sewer Utilities

The storm sewer network on the island drains to the river at various locations. Some of the site drains to a long, narrow pond southeast of Greyhound Park Road under the Wisconsin Bridge. The discharge from the casino and hotel geothermal system also drains to this pond. The pond has no direct surface outlet. City of Dubuque stormwater management regulations require that the peak flow rate leaving new construction and redevelopment sites not exceed the existing peak flow rate expected to be generated by the 2-, 10- and 100-year storm events.

While there are no immediate pressing stormwater system needs in terms of the regulatory environment, the development plan for Chaplain Schmitt Island includes a strong natural resources component and would do well to include good management and stewardship of water resources. To that end, these projects are recommended:

- Design pipe outfalls that will prevent erosion near the outlet and along downstream channels resulting from new construction and/or redevelopment.
- Aesthetic and water quality improvements to the pond southeast of Greyhound Park Road under the Wisconsin Bridge.
- Add practices that improve the quality of stormwater runoff, using the Iowa Stormwater Management Manual to select, size and design such practices.

LEGEND

Active Stormwater Line

KEY NOTES

1. Q Casino Geothermal Wells
2. Q Casino Resort Geothermal Discharge
3. Future development associated with the roundabout should consider improving design to eliminate sedimentation issues.



Infrastructure & Analysis

Water Utilities

Currently, water does not circumnavigate the entire island. The island's water supply comes through a 12" water main connection along the E. 16th Street bridge. To ensure a sound, fully functioning system, a backup/redundant supply of water that does circumnavigate the island is needed, allowing repairs anywhere on the island to have access to water.

Improvements to the water supply and distribution system on the island would reduce the potential for service disruptions to individual facilities and to the island as a whole. Recommended projects include the following:

- A second connection point to the city water system, potentially by connecting to a future pedestrian bridge that would span across the Peosta channel of the Mississippi River. The connection could be made near the intersection of Hamilton and Kilgore Streets on the opposite side of the river.

- Potential improvements to provide adequately sized water mains along Hamilton Street to connect to the 24" water main along Kerper Boulevard.
- Additional water valves and new water mains along Greyhound Park Road to provide redundant service connections to the hotel and casino site.
- A looped water main connection along Chaplain Schmitt Drive.

All new water main installations on the island will need water main materials with nitrile gaskets due to past landfill use at this site, consistent with Iowa Department of Natural Resources (IDNR) requirements.

LEGEND

- Active Water Line
- Proposed Water Line
- Water Destinations
- 18" W Water Line Diameter

KEY NOTES

1. Install a secondary water main loop when the Peosta Channel Bridge is created.
2. Future water main valve to be installed in this location, as Capital Improvement Funds allow.
3. Install hydrants as part of 16th Street Improvements.
4. Develop a redundant water main loop along Chaplain Schmitt Drive.



Infrastructure & Analysis

Electrical and Fiber

LEGEND

- Fiber Conduit
- Electric Conduit
- 2" Electric Conduit Diameter
- Fiber Structure
- Electric Underground Structure





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Priorities, Costs & Recommendations

9

Priorities, Costs & Recommendations

As part of the overall development plan's findings – along with the economic analysis, key projects have been identified to help fulfill the plan's mission and vision. These projects – and their associated costs – have been prioritized through an analysis of the following considerations.

Prioritization Factors

1. **Plan Objectives.** Does the project help achieve the Development Objectives and the City of Dubuque's Council Priorities?
2. **Highest and Best Use.** Are the projects financially feasible? Will the project help move the needle and improve the island's appeal for private sector investments? Will the citizens of Dubuque benefit from increased tax or lease revenue?
3. **Readiness.** Is the project "shovel ready" or can it get there quickly? What steps have taken place to advance the project's standing?
4. **Construction Cost.** if the magnitude of the project requires capital that is not readily available, alternative funding streams (e.g. grants, sponsorship) may be a factor in the project's short term feasibility.
5. **Sequence.** Is the project – or is a higher priority project - contingent on infrastructure investments

that must occur first to enhance the island's appeal for further development? Does the project "complete" a multi phased project?

6. **Ecological, Beautification.** Does the project help advance the island's appeal from a habitat or beatification standpoint?
7. **Quality of life, Destination Appeal.** Will the project appeal to Dubuque citizens, their families and professionals? Will people travel to spend the day on the island, if the project is constructed?

Regulation & Policy Considerations

In addition to the prioritization considerations, several city policies impacting the island's appeal for development have been uncovered. A brief explanation has been included below.

In 2017, residential development was eliminated as an allowable use within the Planned Unit Development Ordinance that governs the island. After an evaluation of the current market conditions in 2024, there is an opportunity for waterfront living on the island. Considerations were also given to large scale destination retail (e.g. bass pro shops), office (in the short term, office demand is very limited) and industrial (deemed an inappropriate use, given the island's vision and land uses) within the

island's development framework, but were ruled out as viable alternatives. Given this, a recommendation of this plan is to update the PUD to include multifamily residential.

Secondly, given the construction complexities of building on the island, along with market conditions related to residential development, an analysis of a fee simple vs. land lease scenario was evaluated (see sections 3 &4). Given the island's waterfront location, the city has had a longstanding position of being only buyers of riverfront land (as opposed to sellers).

While some developers may philosophically not want to lease lands for multifamily residential development, there are some developers who see leasing as a benefit to their business model as it moves the cost to the operational side of the balance sheet.

The challenge with land lease in large part then comes down to time. Given the island's physical characteristics and development history, capital costs are anticipated to be slightly higher than a traditional redevelopment situation in downtown Dubuque, for example. This creates a need to re-evaluate the lease terms. This plan's recommendation is for the City to reconsider land leases that have historically been on a 25 year basis to a 75 year basis, but only for high quality development that meets the

intent of the Island's design guidelines, while simultaneously protecting the investments of those who have developed or will develop in the future.

Lastly, In the 1980's, the City received funds for the acquisition and construction of Gerald "Red" McAleece Park through the federal government's Land and Water Conservation Program. With these funds, a land use restriction was enacted by the Department of Interior and provided by the City, limiting use to "outdoor recreation." Removing this restriction is possible and is based on replacing the outdoor recreation uses elsewhere in the city at the present day appraised value. It does not require a sport for sport replacement.

Considering this, as investments are made in Schmitt Island, it is reasonable to assume that the site's value – and appraised value – will go up. Given this, this plan recommends that the city collaborate with the Federal Government to remove the restriction on Gerald "Red" McAleece Park.

Action Plan

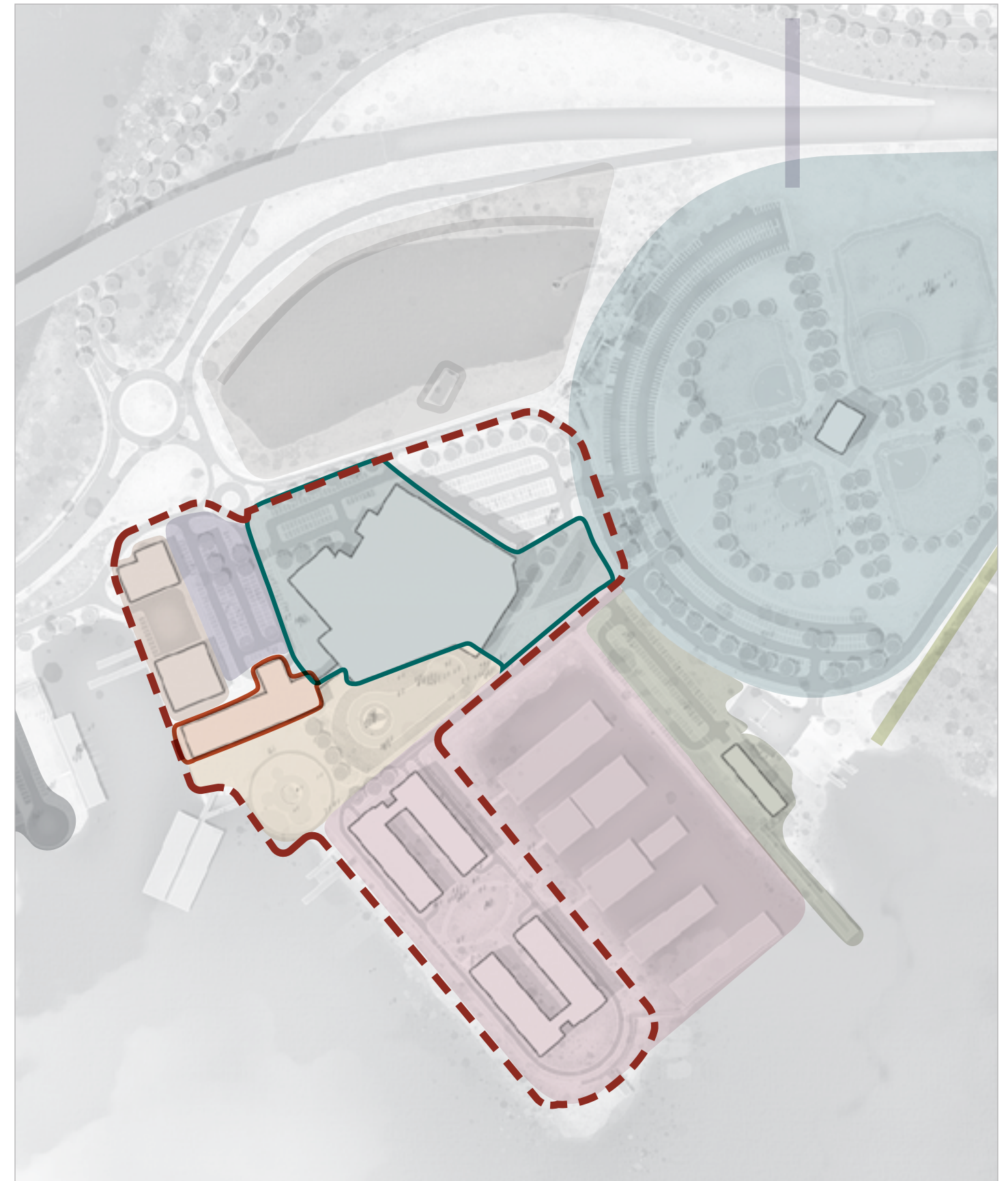
Considering the factors above, the following items have been identified as the highest priority actions:

1. Update the PUD Ordinance to allow multifamily residential.
2. Proceed with developing a value matrix for determining when a seventy-five-year vs. a twenty five year land lease is warranted.
3. Proceed with the initial steps of seeking an appraisal for the ballfield site and removing the restriction over Gerald "Red" McAleece Park.
4. Work with the City of Dubuque to issue an RFI to prospective developers to gauge their interest in redeveloping the island south of Highway 151.
5. Begin the initial geotechnical and environmental investigation within the existing marina and RV Park on the south side of the island.
6. Conduct a feasibility study to determine the appropriate sports program for the Gerald "Red" McAleece Park and Ice Center.

Priorities, Costs & Recommendations

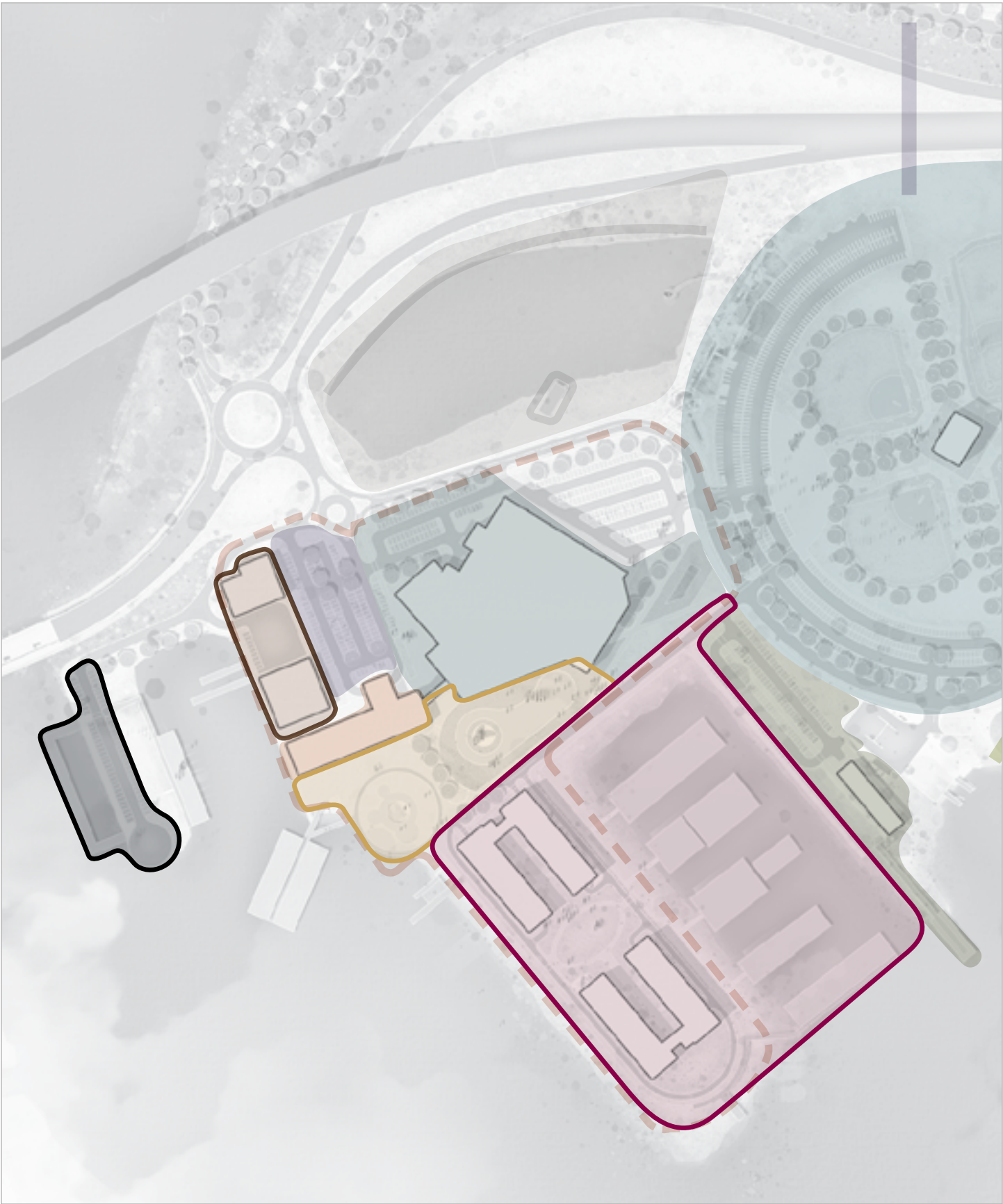
LEGEND:
Public = Federal, State, City
Philanthropic = fundraising, donor-advised
Private = developer, private company
Non-Profit - i.e. DRA, SID, etc.

	Prioritization (in Years) *				*Base year is fiscal year 2026, fiscal year 2031 is 6th year of 0-6 column.		
Project Description	0-6	6-10	10-15	15-20	Funding Partners	TOTAL PROJECT COST	Remarks
INFRASTRUCTURE							
RAISE Grant Design and Implementation		X			Public	\$43,000,000	Currently funded
Dubuque Pack Site Development		X			Private	\$TBD	Property owner coordinated development efforts with Chaplain Schmitt Island
Prepare Site for Redevelopment - Marina, Ice							
Floodplain Improvements	X				Public	\$ 1,509,600	Suitable fill, site preparation to elevate out of floodplain
Utility Improvements	X				Public	\$180,000	Storm, sanitary, water, electric
Water Utilities - City of Dubuque	X				Public		Create redundancy in system
Redundancy Within Water System	X				Public	\$TBD	
Sanitary Utilities - City of Dubuque	X				Public	\$TBD	
Stormwater Utilities - City of Dubuque	X				Public	\$TBD	
Admiral Sheehey - Trails, Streetscaping & Lighting	X				Public	\$TBD	
Site & Floodplain Preparation - Peninsula							
Floodplain Improvements	X				Public	\$510,000	Net Fill
Utility Improvements	X				Public	\$ 180,000	Storm, sanitary, water, electric
ICE CENTER EXPANSION							
Second Sheet of Ice	X				Pub, Phil, Priv, NP	\$20,054,520	Decision will need to be made about city sources of funds, including possibility of a referendum requiring a funding source.
Exercise Facility Enhancements	X				Pub, Phil, Priv, NP	\$ 4,800,000	
Eaterytainment Zone	X				Pub, Phil, Priv, NP	\$3,780,000	Confirm scope is not included in Ice Center expansion
Entertainment Zone - Exterior	X				Pub, Phil, Priv, NP	\$1,080,000	
Site Improvements	X				Public	\$3,600,000	
MARINA HOTEL							
Inn & Suites		X			Private For Profit	\$22,570,812	Private development
Bistro		X			Private For Profit	\$1,350,000	



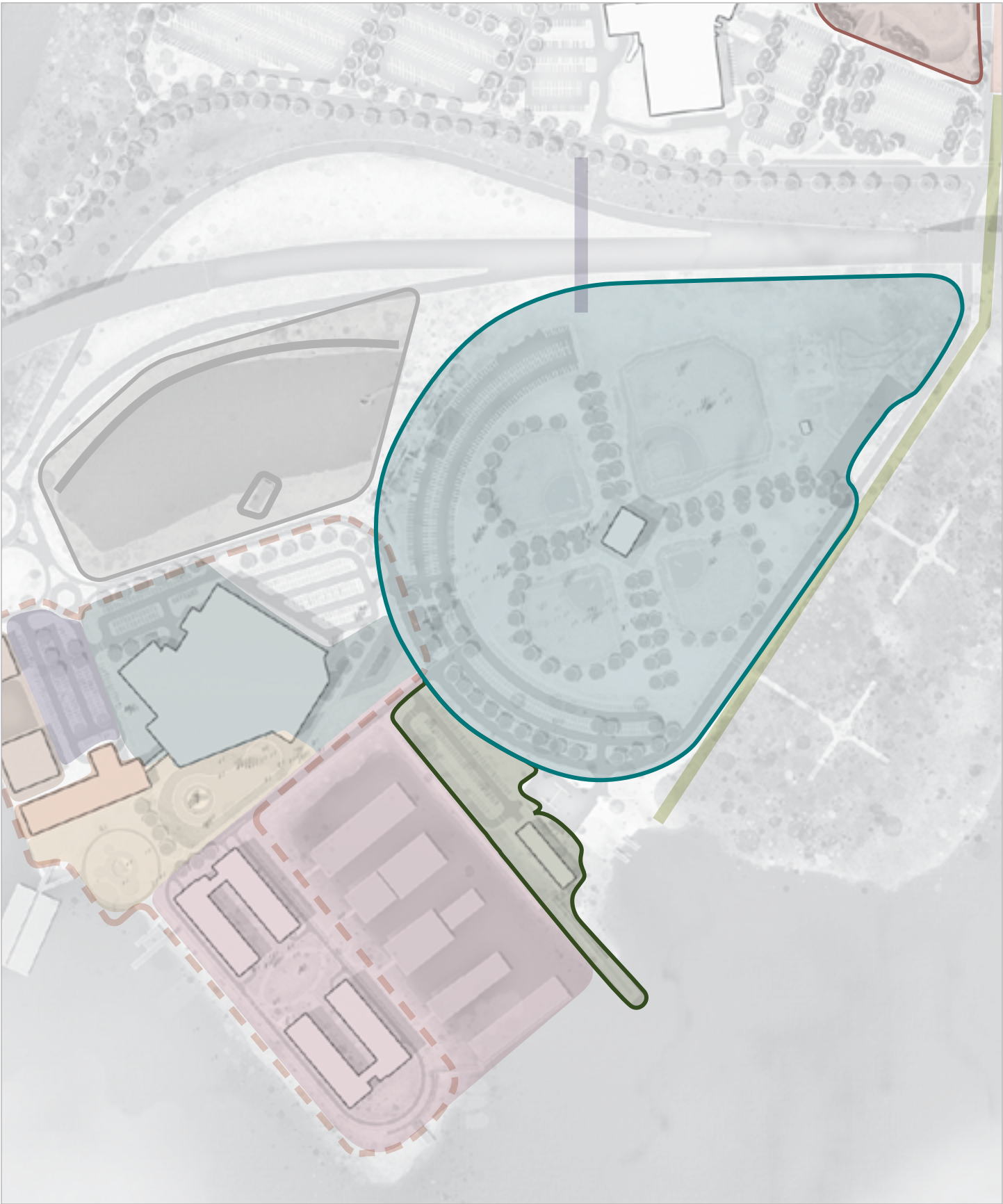
Priorities, Costs & Recommendations

	Prioritization (in Years)						
Project Description	0-6	6-10	10-15	15-20	Funding Partners	TOTAL PROJECT COST	Remarks
MARINA PARK							
Destination Play	X				Pub, Phil, Priv, NP	\$10,800,000	River centric
Skating Rink - Outdoor		X			Pub, Phil, Priv, NP	\$3,600,000	All season
MARINA VILLAGE							
Residential Apartments	X				Private	\$29,745,540	Includes garden level parking
Building Site Improvements	X				Private	\$3,600,000	
Dock Facilities	X				Private	\$3,600,000	
Marina Drive	X				Private	\$1,716,000	Curb, street, 31' B - B, 7" thick pavement, 6" base course (no utilities)
Marina Drive Walk	X				Private	\$327,600	
Marina Drive Lighting	X				Private	\$312,000	
Island Promenade	X				Pub, Phil, Priv, NP	\$7,142,400	Pavement, lights, landscape, furnishings - no fill
FISHING BARGE							
Floating Barge		X			Pub, Phil, Priv, NP	\$1,200,000	
Parking/Trail Head		X			Pub, Phil, Priv, NP	\$1,200,000	
BOAT SALES, STORAGE, AND SERVICE (RETAIL)							
Retail Showroom	X				Private	\$3,456,000	
Boat Storage & Service	X				Private	\$4,320,000	
Site Work	X				Private	\$1,080,000	
Promenade	X				Public	\$3,072,000	
Hoist	X				Private	\$600,000	
Renegotiate Lease	X				Public	-	



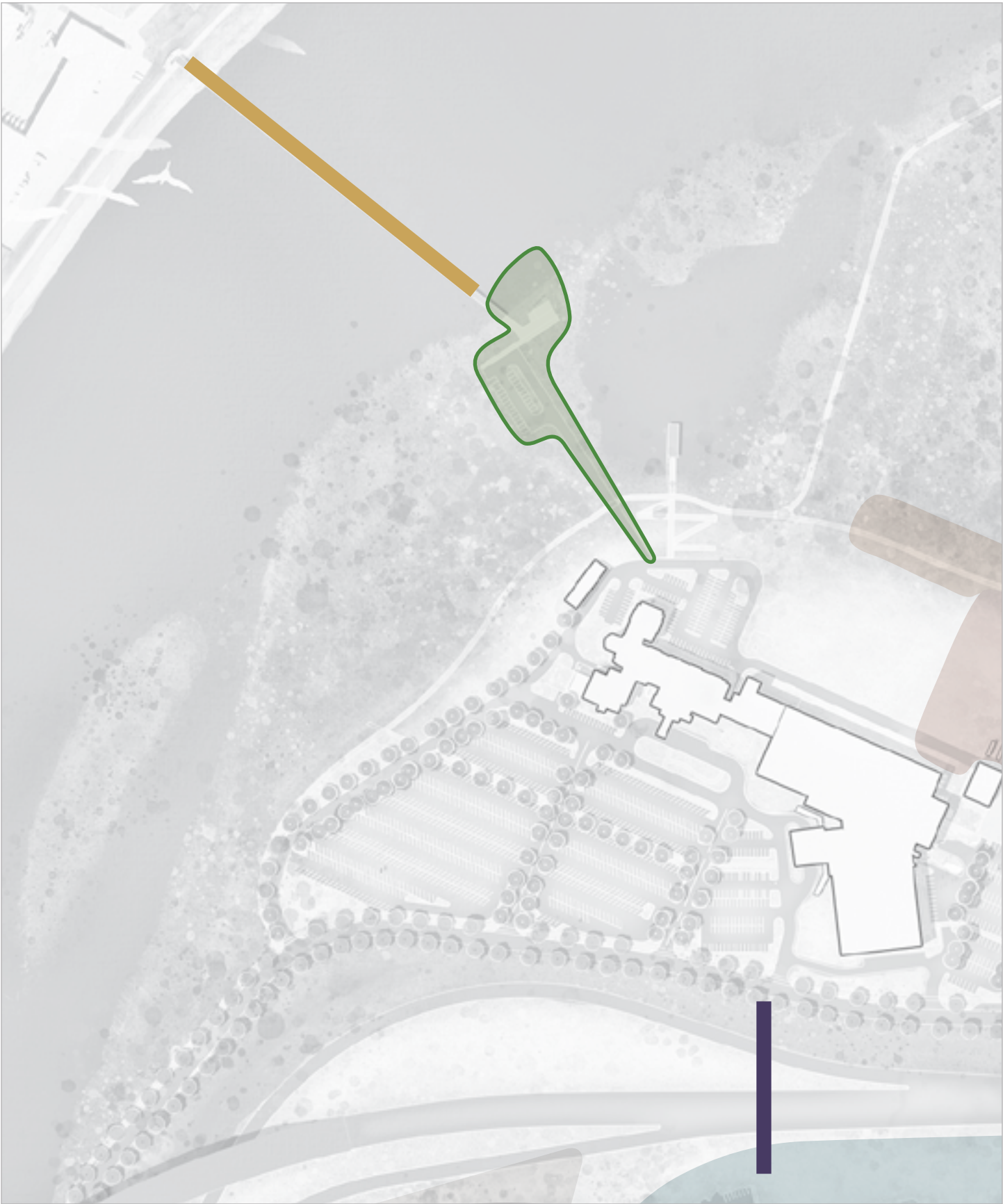
Priorities, Costs & Recommendations

	Prioritization (in Years)						
Project Description	0-6	6-10	10-15	15-20	Funding Partners	TOTAL PROJECT COST	Remarks
VETERANS MEMORIAL PARK							
Overlook /Trail	X				Pub, Phil, Priv, NP	\$1,200,000	Currently funded
THE LANDING							
Concession, Learning Lab, Restoration HQ	X				Private, Phil, NP	\$3,240,000	Museum Outpost with integrated rental, concession, restrooms
Site Work	X				Pub, Phil, Priv, NP	\$1,200,000	
Parking	X				Public	\$768,000	
Pier	X				Pub, Phil, Priv, NP	\$912,000	
Watersports Rental	X				Private, Phil, NP		
BALLFIELD RENOVATION - INDOOR /OUTDOOR REC CENTER							
Competition Baseball	X				Priv, Pub, NP, Phil	\$3,480,000	Synthetic turf, netting, competition lighting, new fencing, dugouts, batter's eye, scoreboard
Competition Softball	X				Priv, Pub, NP, Phil	\$3,480,000	Synthetic turf, netting, competition lighting, new fencing, dugouts, scoreboard
Recreation Center	X				Private, NP, Phil	\$TBD	Indoor sport courts, turf, pre-engineered metal building
Landscape Enhancements	X				Priv, Pub, NP, Phil	\$3,000,000	Pavements, pedestrian lighting, trash cans, seating, furnishings, etc.
TRAILS							
Single Track	X				Public, Nonprofit	\$1,140,480	7 miles of destination trail, location TBD
Paved Trails	X				Public, Nonprofit	\$937,800	Connect Veterans Memorial to boardwalk
ISLAND ENHANCEMENTS							
Signage	X				Public, NP, Phil	\$600,000	
Lighting	X				Public, NP, Phil	\$600,000	
Street Beautification	X				Public, NP, Phil	\$600,000	
Bike Rentals	X				Public, NP, Phil	\$300,000	



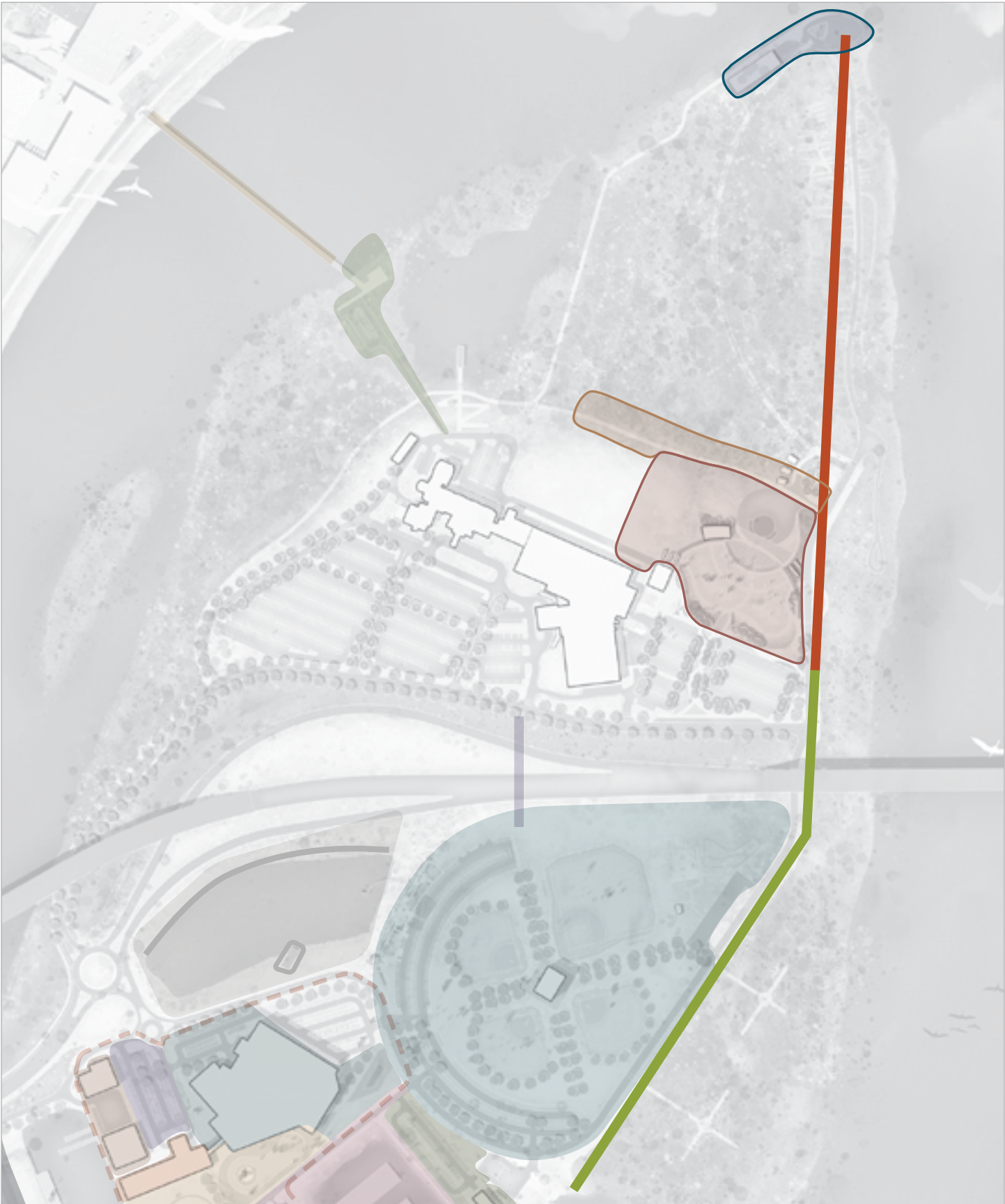
Priorities, Costs & Recommendations

	Prioritization (in Years)						
Project Description	0-6	6-10	10-15	15-20	Funding Partners	TOTAL PROJECT COST	Remarks
PEOSTA CHANNEL BRIDGE							
Peosta Channel Bridge				X	Pub, Phil, Priv, NP	\$24,000,000	
BEACH							
Shelters		X			Public, Phil, NP	\$1,800,000	
Parking		X			Public	\$480,000	
HIGHWAY 151 BRIDGE LIGHTING							
Reach & Graze Lighting		X			Public Nonprofit	\$6,000,000	
MARINA DREDGING							
Area 1	X				Public	\$2,357,838	
Area 2	X				Public	\$1,707,321	
ECOLOGICAL RESTORATION							
Woodland Edge	X				Public	\$763,200	
Heron Pond	X				Public	\$183,600	
King Rail Woods	X				Public	\$228,960	
Naturalized Lowlands	X				Public	\$288,960	
Hip Camp	X				Public	\$127,200	
Open Lowland	X				Public	\$30,000	
Open Upland	X				Public	\$43,200	
PEDESTRIAN TUNNEL							
Pedestrian Tunnel				X	Public	\$24,000,000	



Priorities, Costs & Recommendations

Project Description	Prioritization (in Years)				Funding Partners	TOTAL PROJECT COST	Remarks
	0-6	6-10	10-15	15-20			
RV PARK							
Location TBD		X			Public Private	TBD	
CAMPING							
Tree House Platforms	X				Private, NP, Phil	\$1,440,000	20 x 20 Elevated Platform, Timber Construction
Tree House Cabins	X				Private, NP	\$5,760,000	
AMPHITHEATER							
Amphitheater	X				Public Nonprofit	\$15,600,000	
OBSERVATION TOWER							
Tower with Elevator				X	Public, NP, Phil	\$9,600,000	75' tall. Elevator.
Site Improvements				X	Public Nonprofit	\$1,200,000	
ISLAND PROMENADE							
South of 151			X		Pub, Priv, NP, Phil	\$9,000,000	Pavement, lights, landscape, furnishings, including fill
ISLAND BOARDWALK							
North of 151 - elevated				X	Pub, Priv, NP, Phil	\$34,944,000	Veterans Memorial Boardwalk precedent/price to match Peosta Channel bridge timing goals





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Appendix





SCHMITT
ISLAND

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PLANNING • DESIGN

DEVELOPMENT PLAN

SEPTEMBER
2024



Chaplain Schmitt Island Master Plan

Dubuque, Iowa

Adopted by Dubuque City Council on July 21, 2014

Amended by Dubuque City Council on May 1, 2017



Prepared for:
The City of Dubuque

Prepared by:
Cunningham Group Architecture, Inc.

Acknowledgements

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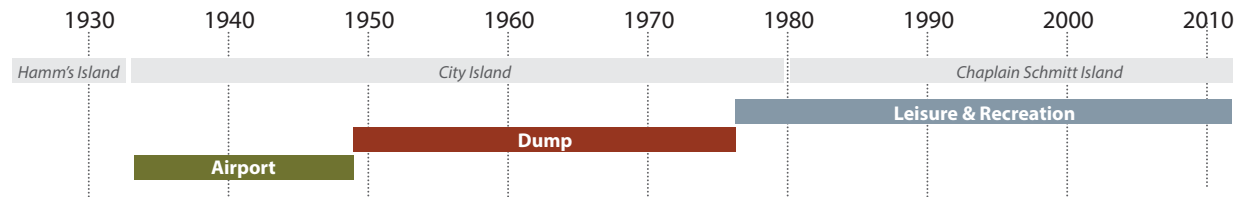
1. Executive Summary
2. Site Analysis
3. Project Goals & Frameworks
4. Master Plan



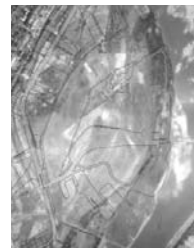
1. Executive Summary

Site History & Analysis

History



Chaplain Schmitt Island, located on the Mississippi River in the City of Dubuque, Iowa, was carved from a channel backwater in the 1930s to allow river access for an industrial district. The island began life as an airport during WWII and was then used as a dump through the 1970s. Beginning in the 1980s, it became the city's catch-all for a great variety of uses and activities, including recreation, gaming, and remembrance.



1930s

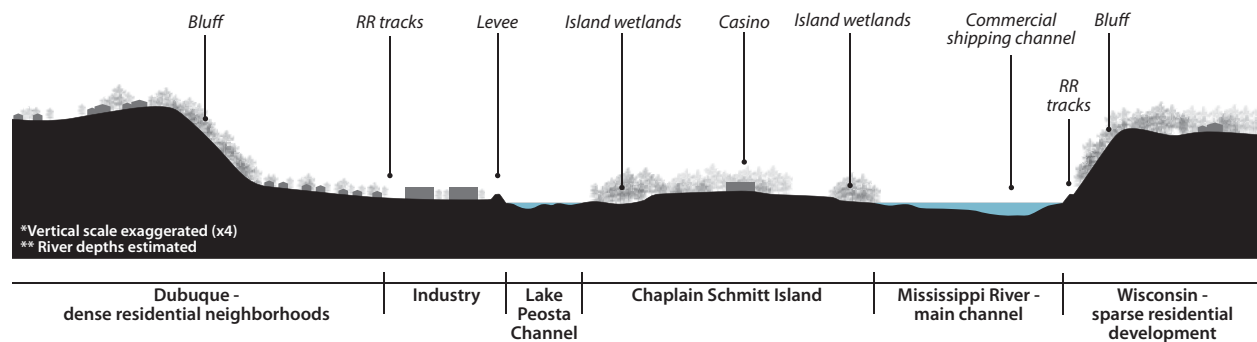


1950s



1990s

Location/Site Analysis



Chaplain Schmitt Island's location on the Mississippi River is responsible for both the site's amenities (views, recreation, wildlife) as well as its challenges for development (flooding, regulations). While much of Dubuque is protected from the river's fluctuating water levels by a levee system, portions of the island are frequently inundated. Two different channels lend different characteristics and opportunities to the two sides of the island.



High Water Levels

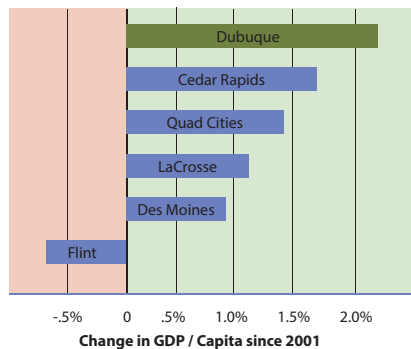


Two River Channels

Economic Base

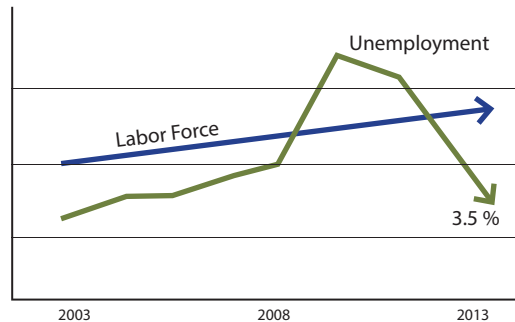
Dubuque's Workforce is strong, productive, competitive, and growing. The City is attracting people from other areas to shop and eat. Despite these positive indicators, the housing production remains comparatively low.

Workforce Productivity



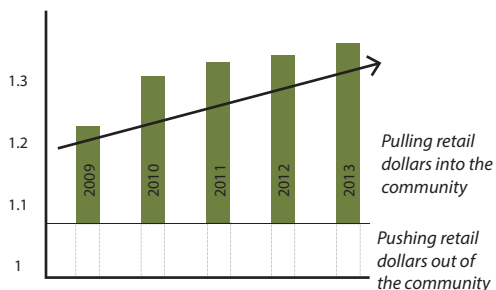
Dubuque plays above its weight. Compared to peer cities, Dubuque's workforce has been increasingly more productive than its neighbors.

Labor Force and Unemployment



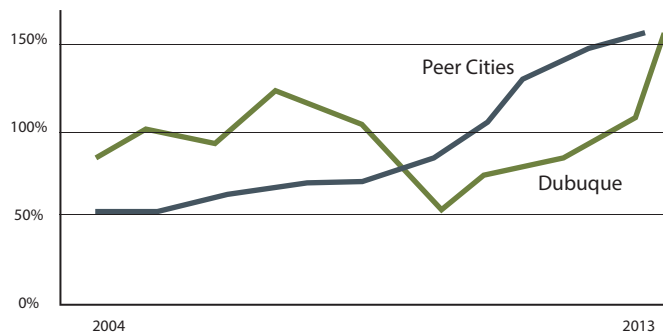
Dubuque's labor force is strong and growing. Compared to peer cities, Dubuque's workforce has been steadily growing, even throughout the recession.

Retail Market Performance



People are coming to Dubuque to shop and eat. The retail sector has become increasingly strong over the past several years.

Housing Permits as a Percentage of 10 yr Avg

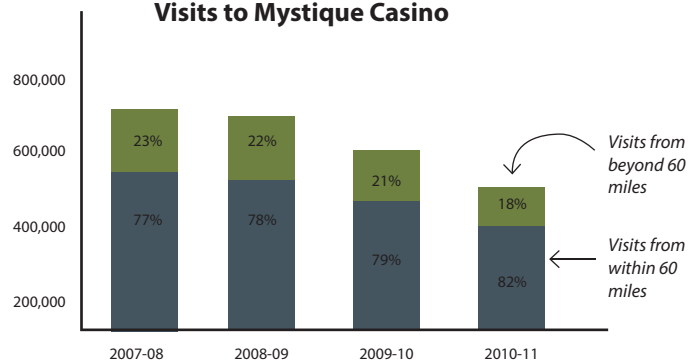


The rates of housing production remain below average despite the strong employment and retail sectors.

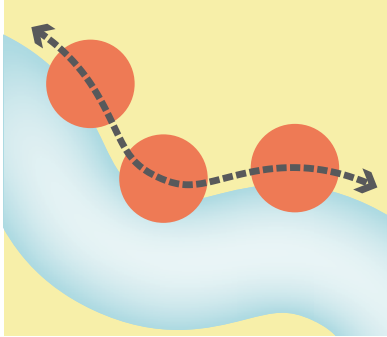
Casino Implications

Despite Diamond Jo Casino's expansion in 2009 from 17,000 to 27,000 sq. ft., Mystique Casino has maintained a competitive position. The greater threat is the growth of video gaming in Illinois and other gaming opportunities from beyond 60 miles. As a result, in the future, Mystique is likely to rely on a more local audience.

Visits to Mystique Casino



Goals



Connect the riverfront.

- Make the island part of the larger regional walking and biking trail system.
- Make the island part of the larger river trail.
- Connect walkable areas along riverfront, with special focus on new investment areas.



Celebrate the island's "islandness".

- Highlight special island characteristics that will make it a unique place to visit and stay.
- Accept frequent flooding - plan for and with it.
- Clean up the river for plants and animals.



Put your feet in.

- Improve accessibility to the river's edge.
- Expand opportunities to get out on the river.
- Allow access to special river habitats for education.



Spend the day - and night! Visit in any season.

- Bring new visitors to the island with new, complimentary development.
- Interconnect existing and future uses so that visitors can spend more time on the island.
- Consider activities and events for all seasons, so visitors can use the island all year-round.

Master Plan: Three Areas



This Plan recommends three different areas on Chaplain Schmitt Island, each with its own characteristics and uses.

Within the Lake Peosta Recreational Channel, the wooded, natural feel of the inner channel and Miller Riverview Park will be maintained and enhanced. Opportunities to explore the woods and the water are expanded with hiking paths, habitat islands, a new boathouse and fishing piers.

The Casino will be expanded with meeting and ball rooms, hotel, restaurants, and spa, creating a destination resort and event center. The building and landscape will reach out toward and embrace the river and the adjacent wetlands, integrating itself with the island environment.

Along the southern tip of the island, retail, housing, and recreation are mixed together to create a walkable, vibrant Island Destination. The open river views along the river walk create a friendly space where people will meet, eat, and play.



Lake Peosta Recreational Channel



Island Resort



Island Destination

Master Plan



Public Beach



Casino Bungalows



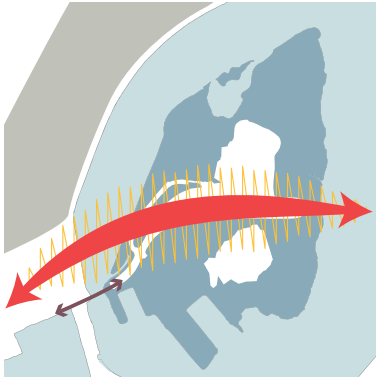
Marina Inn



Option 1: Retail / Commercial Mix



Option 2: Minor League Baseball Stadium

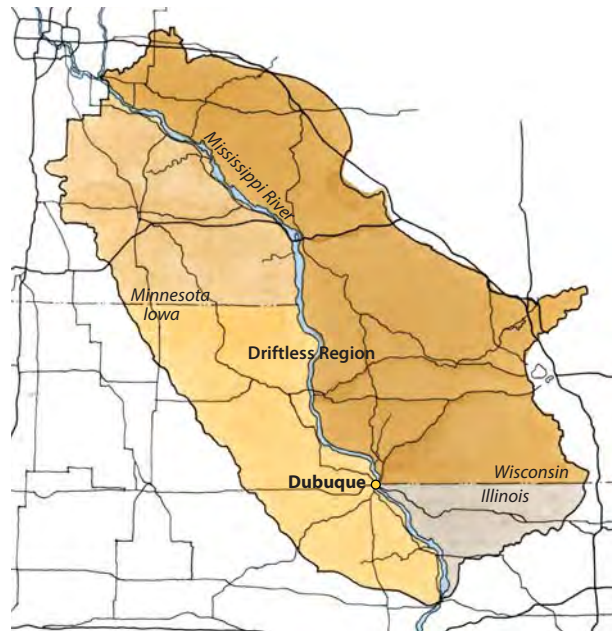


1. Site Context & Analysis

Site Context

Regional Context

Dubuque is located on the Iowa side of the Mississippi River, across from the Illinois and Wisconsin border and almost halfway between Cedar Rapids, Iowa, and Madison, Wisconsin. The U.S. Highway system links Dubuque to these regional destinations. Dubuque's



Regional Setting: Dubuque is located approximately halfway between Madison, Wisconsin, and Cedar Rapids, Iowa (left, top). Dubuque is located on the Mississippi River within the Driftless Region (left, bottom). Schmitt Island is Dubuque's only island in the Mississippi River (right, bottom)

downtown accommodates four U.S. highways, including one that passes through and bisects Schmitt Island.

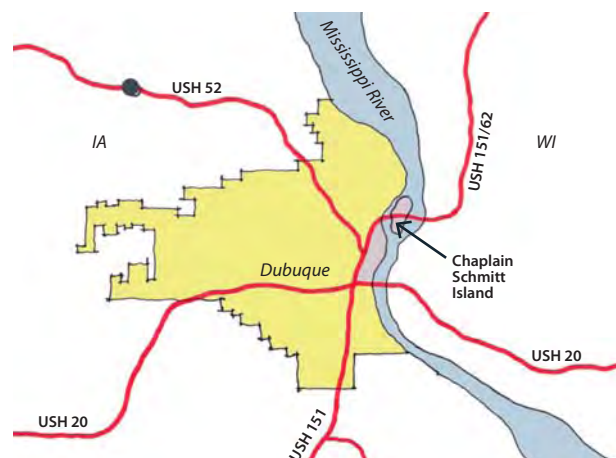
Dubuque is found within the Driftless Region, a 16,000 square mile area untouched by glaciers in the last glacial period. This scenic landscape is characterized by steep river bluffs and deep valleys, attracting regional tourists interested in hiking, biking, fishing, and other recreational activities.

Mississippi River

The Mississippi River and the bluffs are Dubuque's most prominent natural features. Each reinforces the sense of place that distinguishes Dubuque and each has contributed to the area's visual, recreational, commercial, and community appeal throughout the years. Dubuque's bluffs give added topographical definition and identity to the city. They rise 300 feet in less than a mile, with some reaching 900 feet above sea level.

The Mississippi River is valued not only for its scenic beauty, richness of habitat, and recreational opportunities, but also for its role in the region's commercial and industrial success. The riverfront is home to both cultural and industrial activity, and serves as part of a major migratory flyway.

Schmitt Island is Dubuque's only island in the Mississippi River; therefore, what happens in the District should highlight this unique attribute.



Site Context (continued)

City Investment

After the record high unemployment rate of the early 1980s, the City of Dubuque worked to diversify their economy and came back in 2005 to be named one of the fastest-growing cities in the Midwest. In the last few years, the City has been building upon this success by investing in award-winning development and revitalization projects along the riverfront.

Projects such as the Bee Branch Creek Restoration and the Washington Neighborhood Green Alley program has put Dubuque on the map as a model city for sustainability. New development projects such as the

Historic Millwork District and the Port of Dubuque show a strong dedication to reinvesting in under-performing sites and bringing increased population and revenue to the city. These and other upcoming projects point toward continued progress and provide an exciting context for the future of Chaplain Schmitt Island. Not only do these investments build upon each other and share momentum, they can also be physically connected with public infrastructure, ultimately creating a walkable riverfront environment worthy of the “Masterpiece on the Mississippi”.



The Port of Dubuque



Bee Branch Creek Restoration



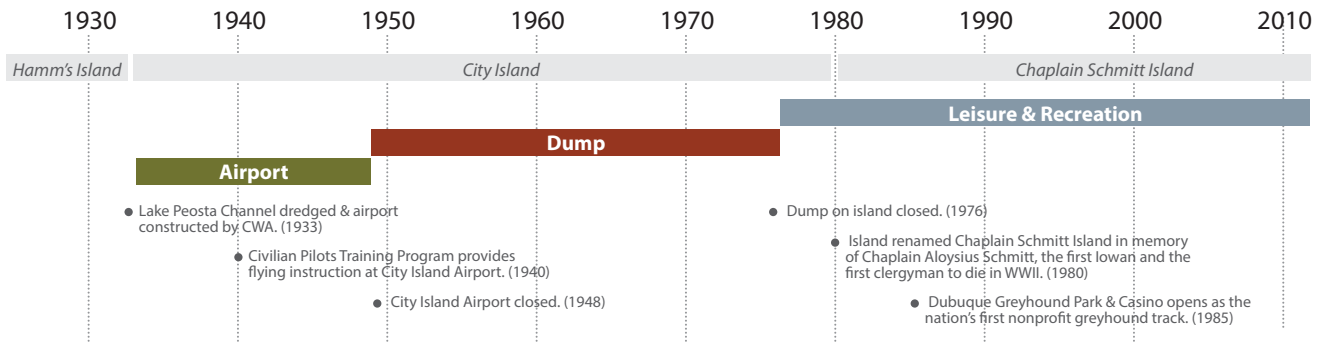
Millwork District



City Developments: New development and revitalization projects along the Dubuque riverfront provide a vibrant and progressive context for Schmitt Island

Site Context (continued)

Site History



1930s: Island prior to the dredging of the channel. Airport built in 1933.



1950s: Channel dredged for industry along the river. Airport closed in 1948.



1960s: Dumping of garbage and dredge material in island wetlands until 1976.



1981: Construction of highways and bridges connect Dubuque to the world.



1996: Recreational and leisure facilities and memorials built on the island.



2007: Recreational & leisure uses dominate island use.

Site Analysis



Buildings & Land Use The land and buildings on Chaplain Schmitt Island are currently used for entertainment, recreation, leisure, and remembrance.

Site Analysis (continued)

Leases

Chaplain Schmitt Island is owned by the City of Dubuque, who then leases out portions of the island to various entities. The length of the leases vary, allowing the city to work with the leasees in implementing future development, or allow leases to expire, which would open up the island to the market for the first time.



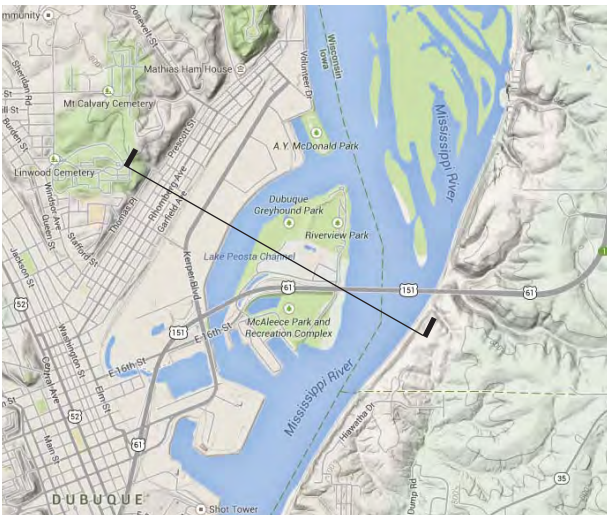
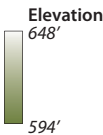
Lease Area Boundaries

Site Analysis (continued)

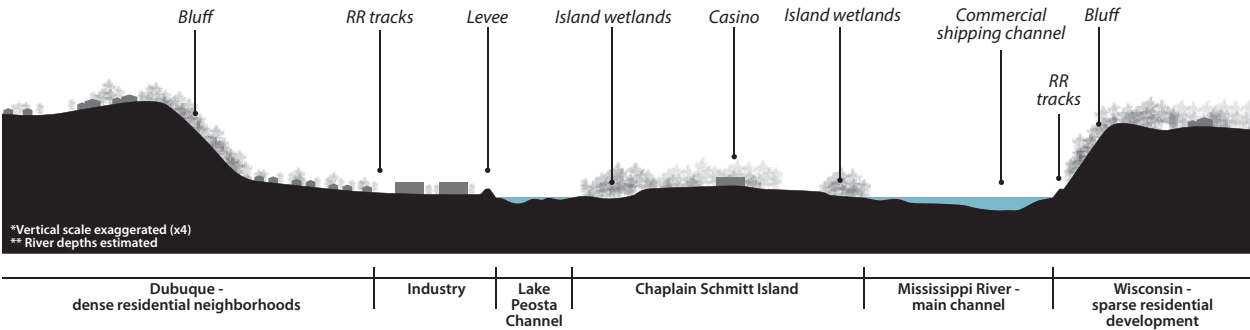
Topography



Island Topography The island is relatively flat, except where the land has been built up for highway bridges and ramps. Low-lying land around the perimeter are frequently flooded wetlands.



Regional Topography The island lies in the center of the Mississippi River floodplain. Dramatic bluffs flank either side.



Section Through Island

Site Analysis (continued)

River Channels & Siltation

Chaplain Schmitt Island is flanked by two interconnected but characteristically and behaviorly different channels of the Mississippi River. The channel to its east is the river's main path and is maintained by the US Army Corps of Engineers as a commercial shipping corridor. Wide and fast-flowing, it is flanked by a high bluff. Lake Peosta Channel to the west, by contrast, is a former backwater that was widened to allow river access to adjacent industrial land. The water here is relatively narrow and calm.

The waters of the Mississippi River carry a great deal of sand and silt, which can collect over time. The Army Corps dredges (removes) this material in the shipping channel, but along the edges of both channels, especially in Lake Peosta Channel, islands and sandbars are forming. This siltation can have both positive and negative impacts on ecological habitat and recreational access.



Island forming off Chaplain Schmitt Island



Two Mississippi River Channels



Lake Peosta Channel Calm, manmade backwater.



Main Channel Large shipping channel.

Site Analysis (continued)

Flooding

Much of Dubuque is protected from river flooding by levees but Chaplain Schmitt Island is outside of the leveed area, meaning that it is subject to the river's "bounce", or the up and down movement of water levels throughout the year. Historically the island has flooded only in spring, but more frequent (2-3 times/year) and longer flood events are being reported for the area.

Federally-backed flood insurance is made available by FEMA in communities that agree to regulate development in their 100-year floodplain. According to these regulations, new buildings must have finished floor elevations a minimum of one foot above the 100-year flood level, though communities may want to consider building higher than this, given the changing nature of the Mississippi River. The eastern edge of the island is located within the regulated floodway. Development here must be regulated to ensure that there are no increases in upstream flood elevations.



Flood Event 2011 aerial photograph of a flood event on island.



Levees & Leveed Areas Much of Dubuque is protected from river flooding by levees, while Chaplain Schmitt Island is not.



Flood Levels Shown here is the record high water level on the island (set in 1965 & 2001) and the 100-year flood level, which both happen to be around the same elevation (612 mean sea level).

Site Analysis (continued)

Protected Natural Resources

Chaplain Schmitt Island is part of the much larger natural system of the Upper Mississippi River Valley, portions of which are reserved and managed by the US Fish & Wildlife Service as refuge areas for birds, fish, plants, and other wildlife. While the island itself is not protected as part of this refuge system, certain areas or habitats may be protected. For example, the lower portion of Lake Peosta Channel is home to a large mussel bed that includes an endangered species called Higgins' Eye mussels.

Similarly some of the wetlands that line much of the island edges may be protected as well. For example, much of the north end of island is a wetland that was mitigated, meaning that it is protected and likely cannot be modified. Before moving forward with any projects that may impact possible protected habitats on Chaplain Schmitt Island, the City of Dubuque will have to work closely with regulating agencies.



Upper Mississippi River National Wildlife & Fish Refuge



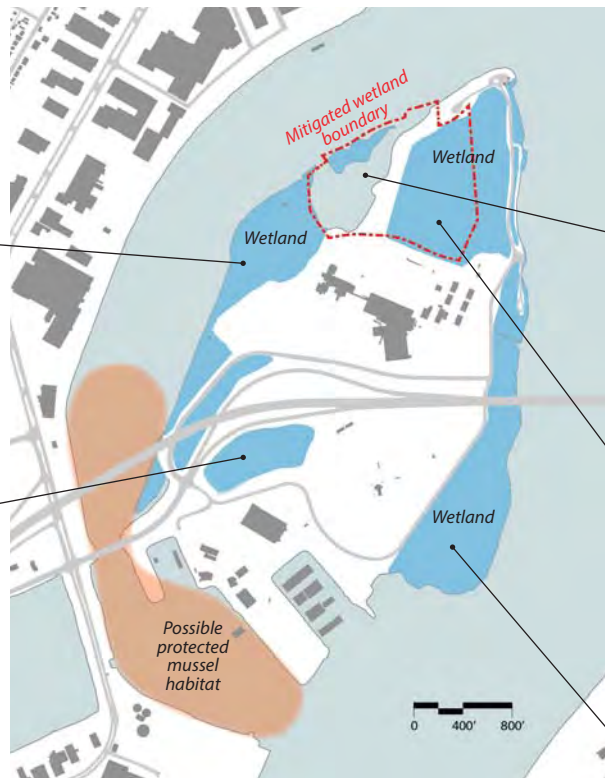
Wooded wetland



Pond wetland



Higgins' Eye mussel
(endangered)



Island Habitats



Mitigated wetland (pond)



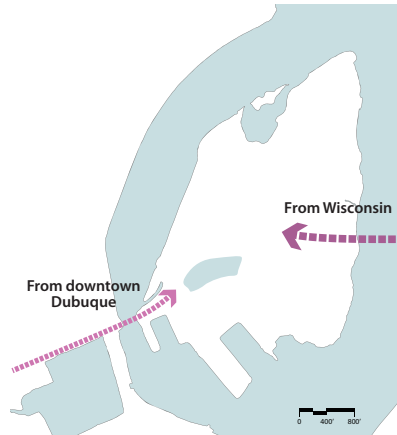
Mitigated wetland (forest)



Wooded wetland

Site Analysis (continued)

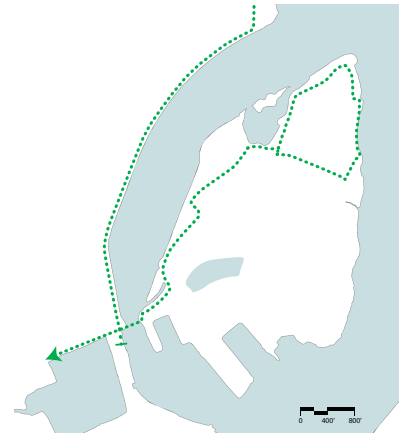
Access & Use



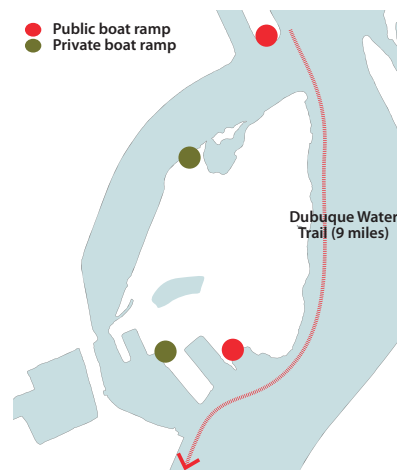
Vehicular Access There are currently two access points to the island, one from the west and one from the east.



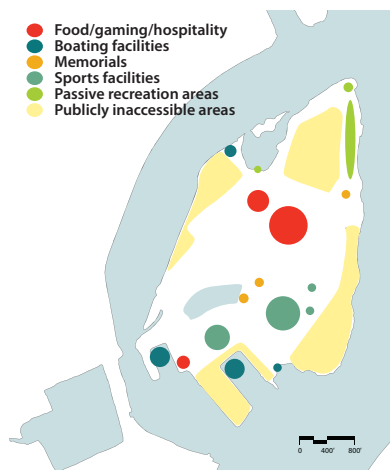
Circulation The island is served by one circulation road from which driveways lead to various buildings and activity areas.



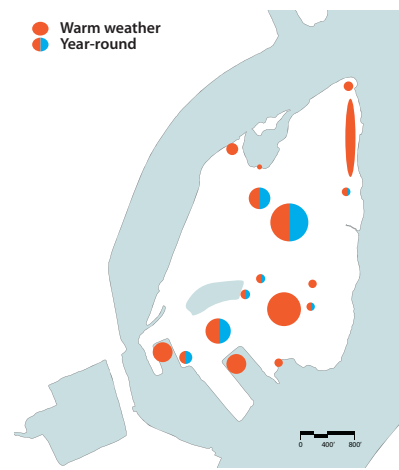
Bike/Pedestrian Trails A walking and biking trail, connected to the mainland trails via the E. 16th St. bridge, loops around the north half of island.



Public Boat Access There are two private boat access points on the island and one public boat ramp. The Dubuque Water Trail begins just upstream of the island and continues south.



Activity Areas by Use The edges of the island that are publicly accessible are used for boating and passive recreation. The interior of the island is used for sports, gaming, and memorials.



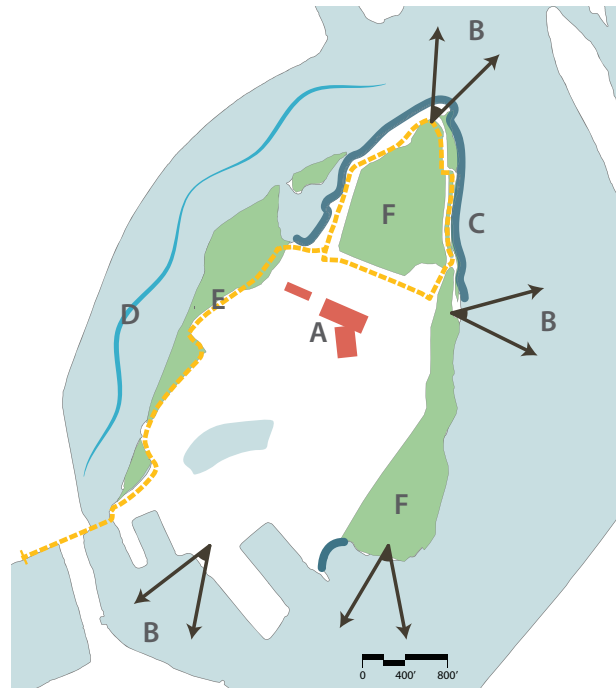
Activity Areas by Seasonal Use Most activities on the island require warm weather but some areas are used year-round.



Site Analysis (continued)

Strengths

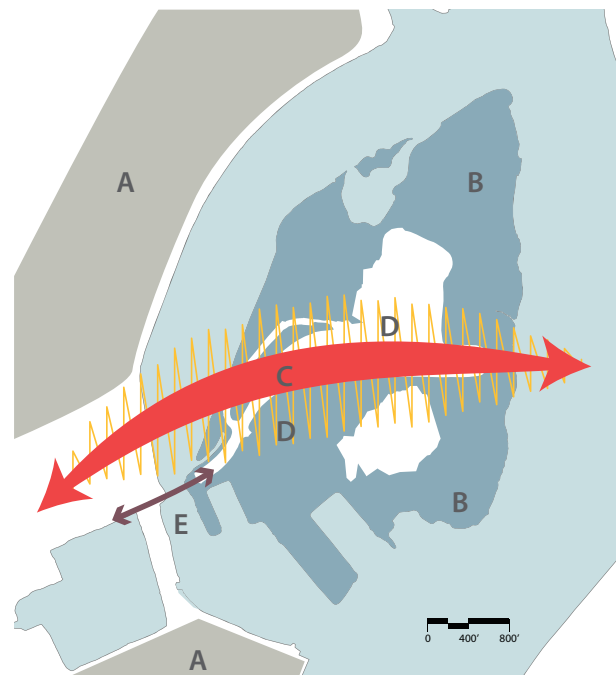
- A** The casino (and adjoining hotel) are successful and, as a non-profit, contribute monetarily to the City. They are located on prime real estate.
- B** Views from the island - up and down the river, across to the bluffs in WI, and to downtown. Dubuque - are unparalleled.
- C** Direct access to the river's edge - very few in Dubuque.
- D** Lake Peosta Channel is calmer and quieter than the main river channel.
- E** Good quality bike/walk pathway on north point.
- F** Natural areas along river edges - few others accessible in Dubuque.



Strengths Chaplain Schmitt Island's strengths mostly exist along the edges of the island. These areas should be highlighted and enhanced.

Weaknesses

- A** Industrial land surrounding island may limit accessibility.
- B** Much of island lies in the floodplain, an area which has flooded in the past and in which new buildings must comply to FEMA regulations.
- C** Highway bisects island, limiting connections between north and south sections.
- D** Highway noise can be heard throughout the island.
- E** Only one access point to/from Dubuque.



Weaknesses The Island's weaknesses stem from the highway bisecting the island and its location on a river, which means frequent flooding and limited accessibility.

Site Analysis (continued)

Opportunities

- A** Extend riverside trail system and connect to island.
- B** Better connect island to the city.
- C** Modify channel for increased recreation and/or habitat.
- D** Enhance/expand boating opportunities.
- E** Expand/rethink casino facilities and better connect it to the river.
- F** Create a gateway to the city.
- G** Improve traffic patterns.
- H** Better connect uses on both ends of the island.
- I** Potential for new or enhanced development/uses.
- J** Introduce educational programming and/or habitat enhancement.
- K** Enhance camping opportunities.
- L** Take advantage of views to downtown and along river.



Opportunities New land use, accessibility, and programming opportunities exist throughout the island.

Existing Site Character



Marina storage



Casino & hotel parking



Campground



Marina



Veterans Memorial



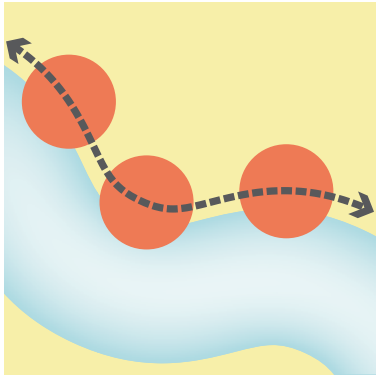
Trail & hotel



Water Sports Club



Catfish Charlie's

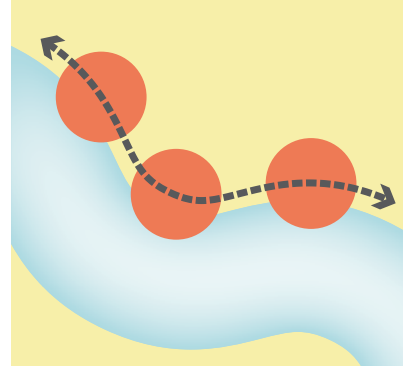


2. Project Goals & Frameworks

Project Goals

Connect the riverfront.

- Make the island part of the larger regional walking and biking trail system.
- Make the island part of the larger river trail.
- Connect walkable areas along riverfront, with special focus on new investment areas.



Celebrate the island's "islandness".

- Highlight special island characteristics that will make it a unique place to visit and stay.
- Accept frequent flooding - plan for and with it.
- Clean up the river for plants and animals.



Put your feet in.

- Improve accessibility to the river's edge.
- Expand opportunities to get out on the river.
- Allow access to special river habitats for education.



Spend the day - and night! Visit in any season.

- Bring new visitors to the island with new, complimentary development.
- Interconnect existing and future uses so that visitors can spend more time on the island.
- Consider activities and events for all seasons, so visitors can use the island all year-round.



Frameworks

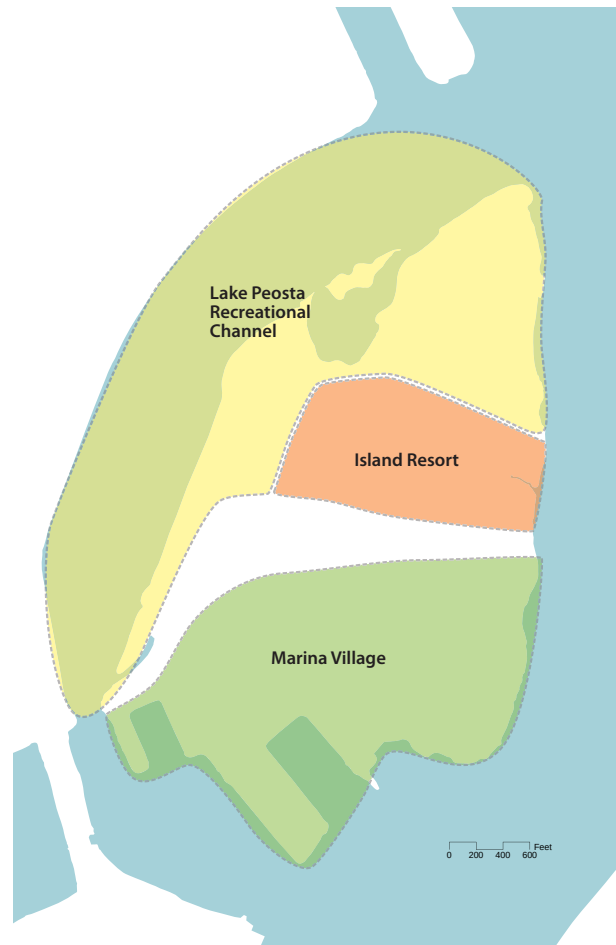
1. Character Areas

The wide variety of land uses and landscape types on Chaplain Schmitt Island lends different characteristics to various parts of the island. This Plan builds off these existing characteristics to define three different Character Areas, each of which has its own land use pattern, relationship with the river, range of building types, circulation needs, and open space. Each Character Area will evolve differently over time and at different rates. Defining the Character Areas helps promote orderly and predictable development.



Lake Peosta Recreational Channel

The wooded, natural feel of the inner channel and Miller Riverview Park will be maintained and enhanced. Opportunities to explore the woods and the water are expanded with hiking paths, habitat islands, a new boathouse and fishing piers.



Island Resort

The Casino will be expanded with meeting and ball rooms, hotel, restaurants, and spa, creating a destination resort and event center. The building and landscape will reach out toward and embrace the river and the adjacent wetlands, integrating itself with the island environment.



Island Destination

Along the southern tip of the island, retail, housing, and recreation are mixed together to create the walkable, vibrant destination. The open river views along the promenade create a friendly space where people will meet, eat, live and play.

Frameworks (continued)

2. Open/Public Space



Go-to

A “go-to” space is a place you can point to on a map or tell someone to meet you. It is a defined space to stop, gather, or enjoy a view. It could take the form of a building or designed outdoor space, such as a plaza or an amphitheater.



Go-through

“Go-through” spaces are places you walk along or move through. It likely takes the form of walkway or paved trail (solid lines) or boardwalk (dashed lines). It is a place to run, walk, or bike.



Natural areas

Natural areas are park-like spaces or habitat areas. On Chaplain Schmitt Island, they are likely wooded. Here one can bird-watch, learn about plants and animals, or watch the river through the trees.



Frameworks (continued)

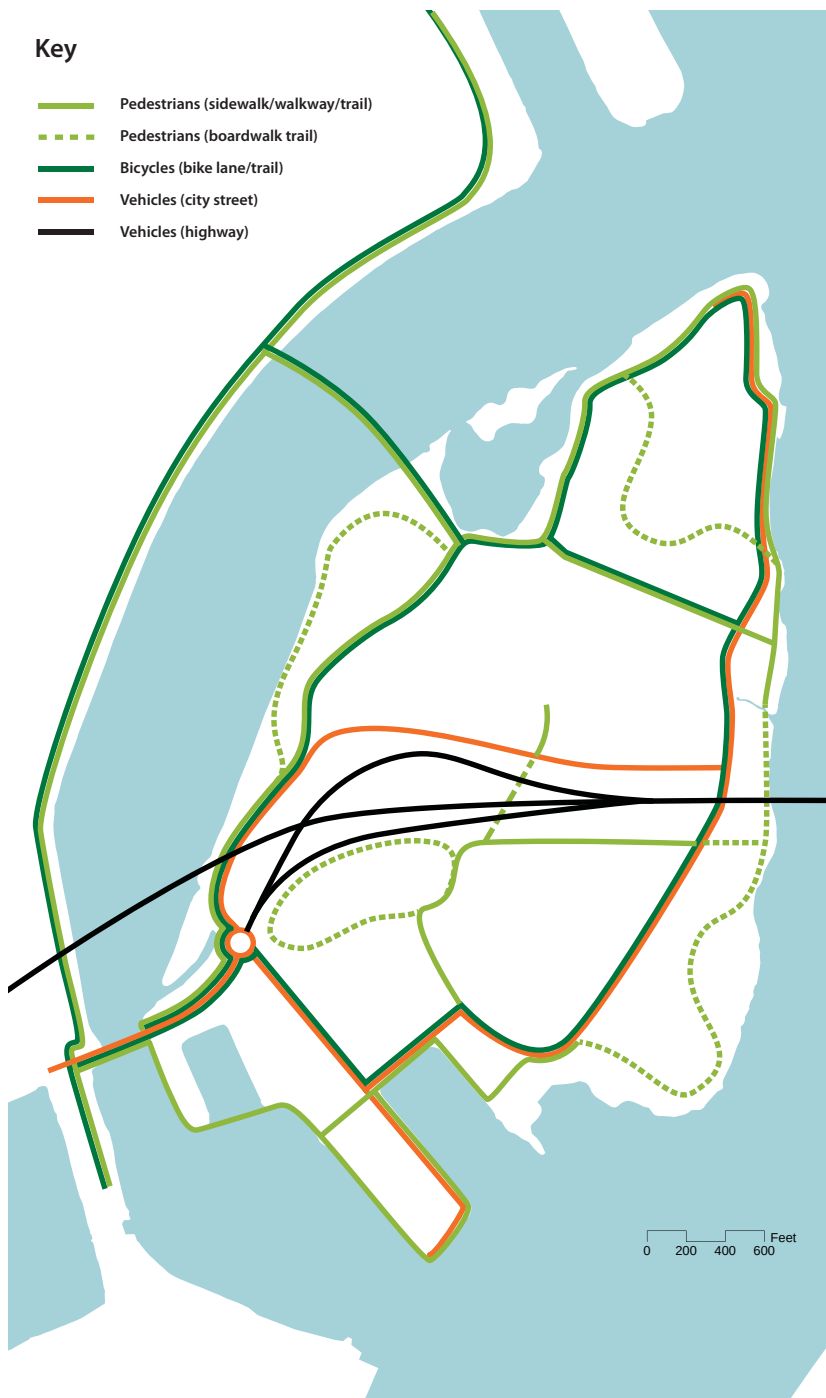
3. Circulation

Overall this Plan simplifies circulation for vehicles and increases access for pedestrians and bicycles. A new traffic circle (roundabout) clears congestion during events on the island and slows traffic exiting off highway ramps. A new road alignment along the marina gives public access to the riverfront and increases visibility for existing and future businesses. Bike lanes on streets increases safety and allows more access and options for bikers.

A public riverwalk gives complete pedestrian access along the riverfront in the marina area. Boardwalk paths in the wetlands allow pedestrians to experience the natural beauty of wooded wetlands - even when island is flooded - but limits potential negative impacts on wildlife. A pedestrian/bike bridge across the Peosta Channel creates a looped trail that connects to the existing trail on the mainland.



Existing Circulation



Frameworks (continued)

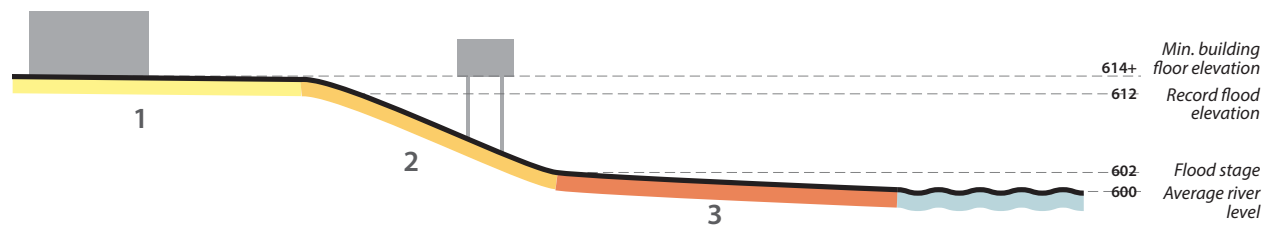
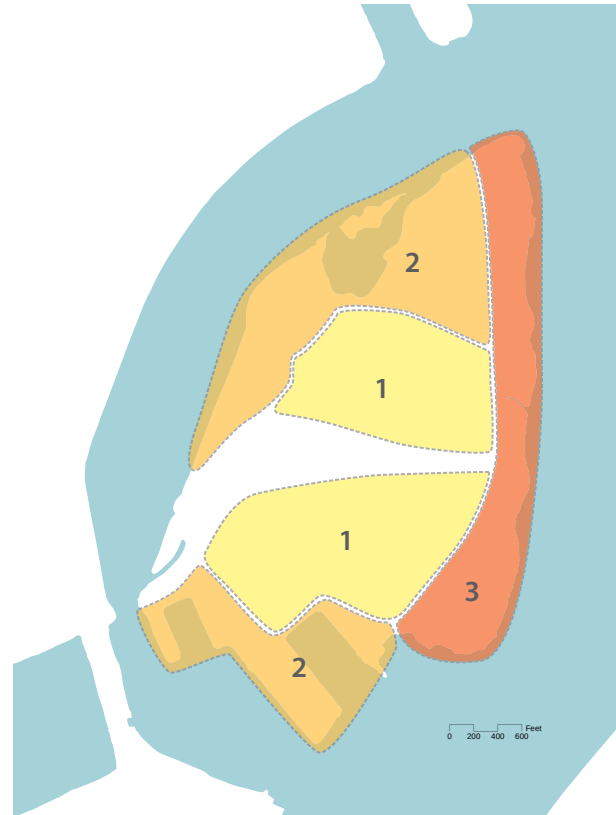
4. Development Types

Development types on Chaplain Schmitt Island will respond to the frequent flooding levels. The center portion of the island (1) is above the record flood elevation. Buildings situated in this area can be basic slab on grade because they are not as likely to experience flooding. The western edge of the island (2) experiences frequent flooding but is not in the floodway. Buildings here can be raised up on stilts or by grade, allowing the buildings to still be used in times of flooding. The eastern edge (3) is wholly within the floodway, greatly limiting what can be constructed or modified.

1. Out of Flood Plain - Slab on grade

2. Raised Above Flood - Building floor level brought up above the record flood elevation, either by raising the grade or raising the building on stilts.

3. In Flood Plain - Anything constructed must be able to weather flood waters. Most likely no permanent buildings.



Three Development Types in Section



1. Out of Flood Plain



2. Raised Above Flood Plain



3. In Flood Plain



3. Master Plan

Chaplain Schmitt Island Master Plan



Three Areas of the Chaplain Schmitt Island Master Plan

Three Areas

The Plan recommends developing the Island into three distinct but related Character Areas. The purpose of defining these Character Areas is to guide changes and investments on the island as they come forth over the upcoming decades. With channel improvements and increased access to the waterfront, the western edge of the Island will become a water-based recreational area. Casino expansion and improved campgrounds and trails through the wetlands will allow the northern portion of the Island to become a unique island resort. The southern half of the island will develop as an Island Destination with new retail, restaurants, entertainment, and recreational amenities.



Lake Peosta Recreational Channel



Island Resort



Island Destination

Chaplain Schmitt Island Master Plan



Chaplain Schmitt Island Illustrative Master Plan



Option 1: Retail / Commercial Mix



Option 3: Minor League Baseball Stadium



3a. Island Resort

Island Resort

Existing Conditions

Mystique Casino

The health and success of Mystique Casino is important to the City of Dubuque. The Casino supports dozens of organizations in Dubuque and contributes significantly to the City's tax base. The economic landscape for Mystique Casino is changing:

- With new gaming options in Illinois and Wisconsin, Mystique is losing customers that travel from beyond 60 miles of Dubuque. They are opting for closer options in Madison or video gaming in Illinois.
- Diamond Jo Casino opened at the Port of Dubuque in 2008. While Mystique has remained competitive, Diamond Jo is newer and has different entertainment options that draw a younger crowd.
- The operations of Greyhound Racing at Mystique will be transferred to the Iowa Greyhound Association via a five year lease at 1\$/yr. with an option to extend the lease at a prevailing market lease.

As with all casinos and entertainment establishments, the Casino property must continue to evolve and reinvent itself to remain competitive. In the future, revenue growth will rely less on gaming than it will on entertainment, lodging, special events, retail, and restaurants.

Miller Riverview Park

Miller Riverview Park is a beloved park consisting of a campground, mitigated wetlands, and the Tri State Vietnam Memorial. Much of the eastern edge of the park is in the floodway and floodplain. As a result access to the campground is restricted when the river levels are high in the spring and early summer.

The wetlands in Miller Riverview Park are mitigated wetlands, created in 1987 as a part of a project at Kerper Blvd and 19th Street. They consist of a variety of different habitats, wetlands, and open water. Per the



Miller Riverview Park



Mystique Casino



Dog Racing Track



Vietnam Veterans Memorial

Island Resort (continued)

City's agreement with the Iowa Department of Natural Resources and the Army Corps, adjustments to these wetlands would require extensive coordination and likely additional mitigation.

The east edge of the Park is regulated as part of the Mississippi River Floodway. Generally, disturbances and development in the floodway is prohibited if it has any impact on upstream flood elevations. In addition, any structure that would impede the flow of river debris is prohibited.

Veterans Memorial

The Vietnam Veterans Memorial was established to honor Veterans of the Vietnam War from Iowa, Wisconsin, and Illinois. The memorial is above flood levels, but it is located behind the gates to Miller Riverview Park, which is occasionally closed.



Existing Conditions

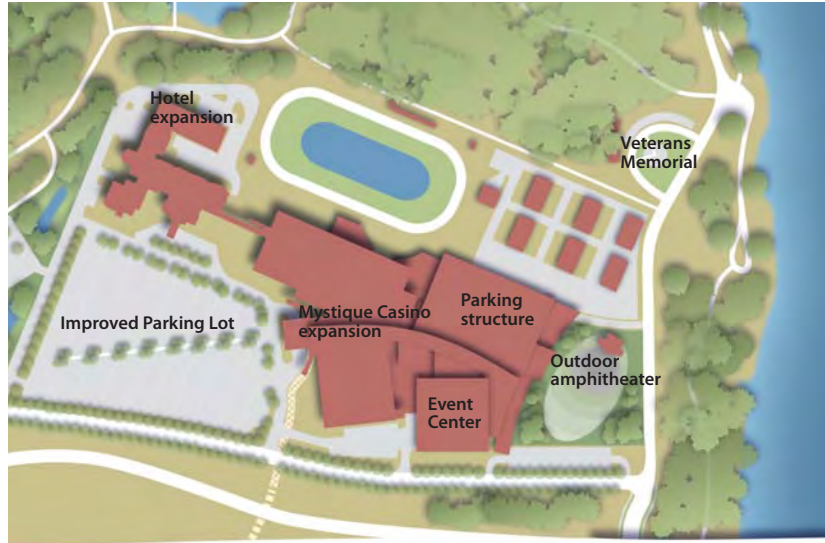
Island Resort (continued)

First Phase

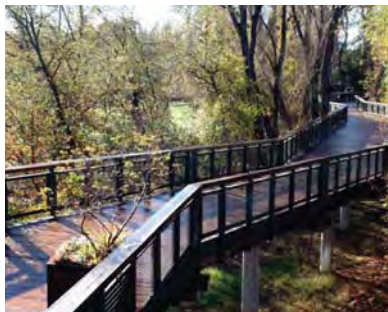
Initial investments on the Casino Property assumes no change to the Greyhound Racing operations for at least five years. The Plan recommends initial expansion to occur on the eastern portion of the property, replacing the secondary parking lot with an event center (35,000 sf), parking structure (400 cars), and amphitheater (seating for 2,000). In addition, early investments can include improvements to the parking lot to include tree trenches, which filter and store stormwater underground.

Access to the park and its wetlands should be improved in the First Phase. Low impact paths and trails through the wetlands can provide access to natural areas and improved connectivity throughout the entire island. Improving access to the wetlands will provide an opportunity for visitors to the Casino to experience the environment of the Island.

Consideration should be given to diversifying the camping options at Miller Riverview Park to include larger campers.



First Phase Expansion: Initial Casino property improvements can include an amphitheater, parking structure, Event Center, and an improved parking lot.



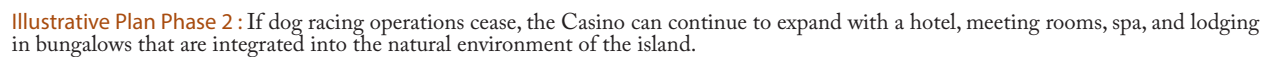
Low Impact Paths and Boardwalks



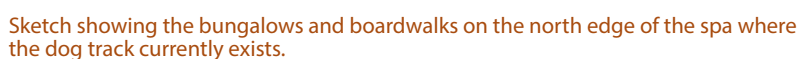
Amphitheater



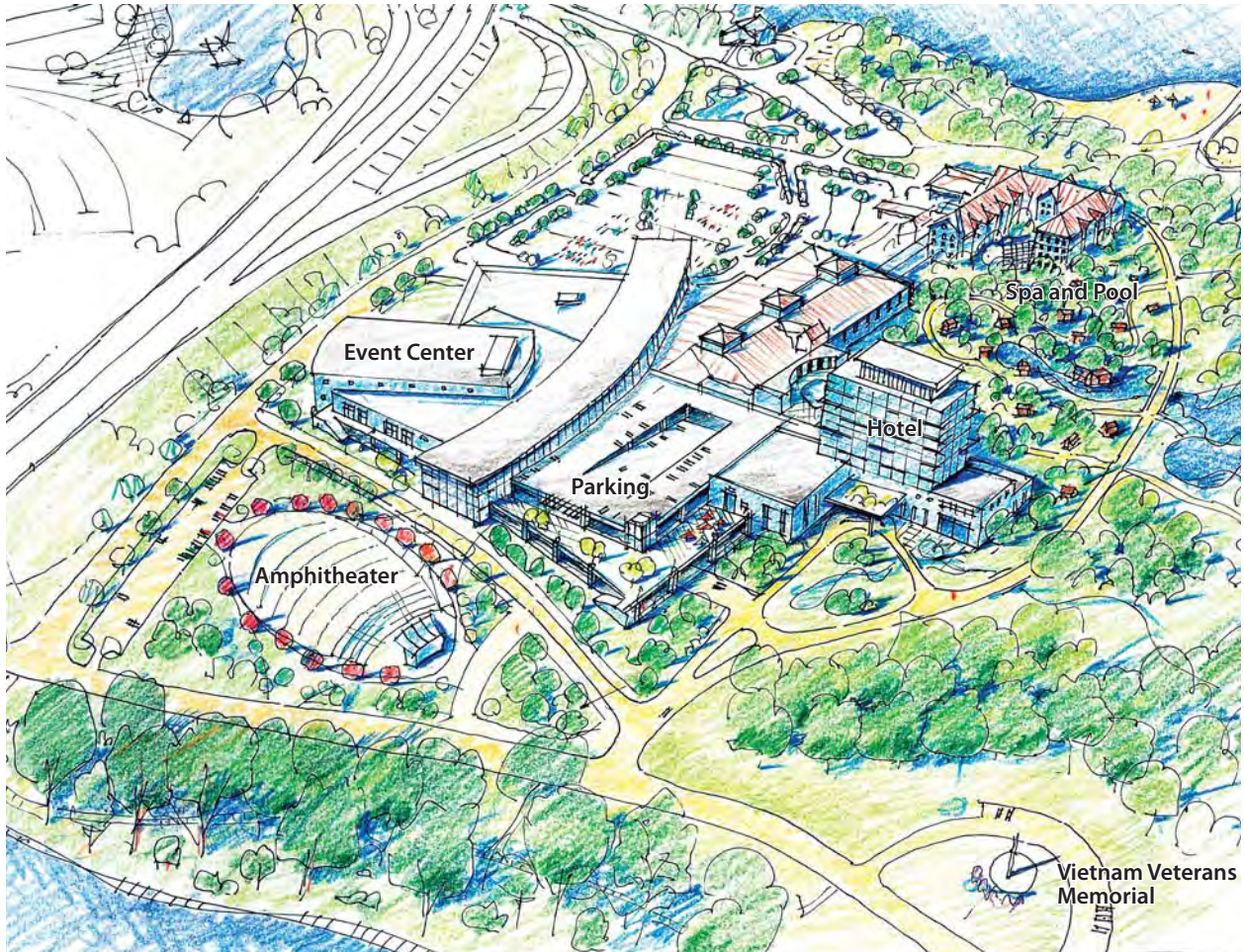
Casino Expansion with a River Orientation



In five years, the Iowa Greyhound Association will have the option to renew their lease at prevailing market rates. If they opt to not renew, Mystique Casino can expand onto the track and kennel property. This Plan recommends expansion onto the northern part of the property with a mid-rise hotel, meeting rooms, and restaurants, as well as a retreat center with rental bungalows and a spa on the area currently occupied by the track.



Island Resort (continued)



Bird's Eye of Island Resort area The Casino and the Miller Riverview wetlands can become integrated to create an Island Resort destination.

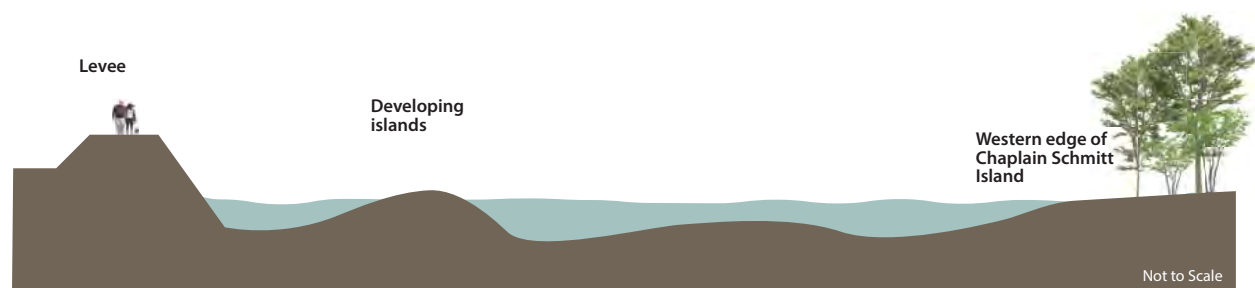


3b. Lake Peosta Recreational Channel

Lake Peosta Recreational Channel

Existing Conditions

The Peosta Channel is a man-made channel, created in 1930s when the area was dredged to create industrial land adjacent to Kerper Boulevard. The Peosta Channel is considered a back channel and not needed for river navigation and therefore it is not maintained and dredged by the Army Corps. Since it is relatively calm and safe water, the channel is used by boaters and anglers. The Dubuque Water Sports Club has a lease for a portion of the rivers edge (on the Island) that they use for launching, staging and events watching. The Water Sports Club represent a range of boaters and water enthusiasts, including dragon boaters, water skiers, rowers, kayakers, and canoeists. The low bridge on the south end of the channel restricts large boats from using the channel.



Peosta Channel

Lake Peosta Recreational Channel

The eastern edge of the channel is lined with wetlands; the west edge of the channel is lined with a levee. A trail runs along the top of the levee; however there is no access to the water from the levee.

In recent years, the channel has been silting up, creating sandbars and islands that have further restricted larger boats from using the channel.

Higgins Eye Mussels, an endangered species, are likely located at the southern edge of the channel. There is a known mussel bed in the main channel across from the island. Their habitat requires relatively deep water with moderate currents. Adjustments to the channel must protect their habitat.

Recommendations

The Plan recommends the western edge of the Island and the Peosta Channel become a water-based recreation area. In order to accomplish this, investments have to be made to create a stable and calm water environment for boating and swimming. The Plan recommends dredging the channel to an appropriate depth and using the dredge materials to create stable islands on the northern portion of the channel. Islands will help balance the hydrology of the channel ensuring that Mussel habitat is protected while at the same time providing stable and relatively calm (but not still) water in the channel for recreational use.



Dock on Peosta Channel



Water Sports Club Lease area



Trail



Peosta Channel

Lake Peosta Recreational Channel

New islands located on the north side of the channel will create a calm boating environment for paddlers and other small boats. The new islands can be engineered for stability thereby reducing the need to dredge in the future.

The south side of the channel can be maintained as open water, suitable for water skiing, rowing, and paddling races and other recreational uses.

A new boat house can be located along the shoreline of the open water, more easily visible from the highway bridge. This location will allow the building to be set above the flood plain and will utilize existing parking that is currently underutilized. The Boathouse can be used to stage events, store boats, and provide amenities to the general public such as boat rentals.

A public trail, fishing pier, and beach should be located along the western edge of the island to create multiple access points to the water and viewing areas.

A new pedestrian bridge, located between the open water and the new islands, will increase access to all parts of the islands from the mainland. The bridge would connect into the local and regional bike trails, allowing pedestrians and bicyclists a safe and convenient way to access the Island.



Ped/bike bridge



Boathouse



Riverside walk



Kayaking around islands



Beach



Parking lot green infrastructure

Lake Peosta Recreational Channel (continued)



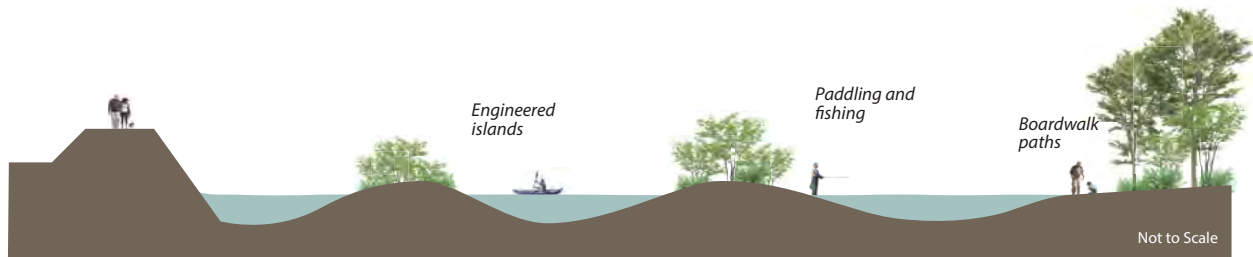
Illustrative Plan of Peosta Recreational Channel

Lake Peosta Recreational Channel (continued)

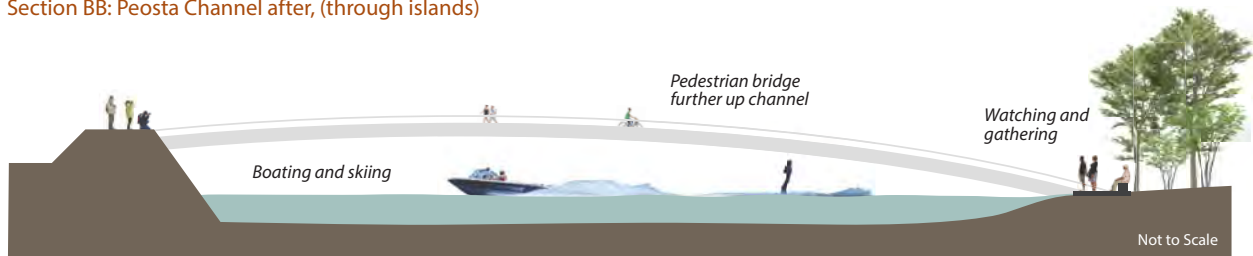
Channel Modifications



Section: Peosta Channel Today



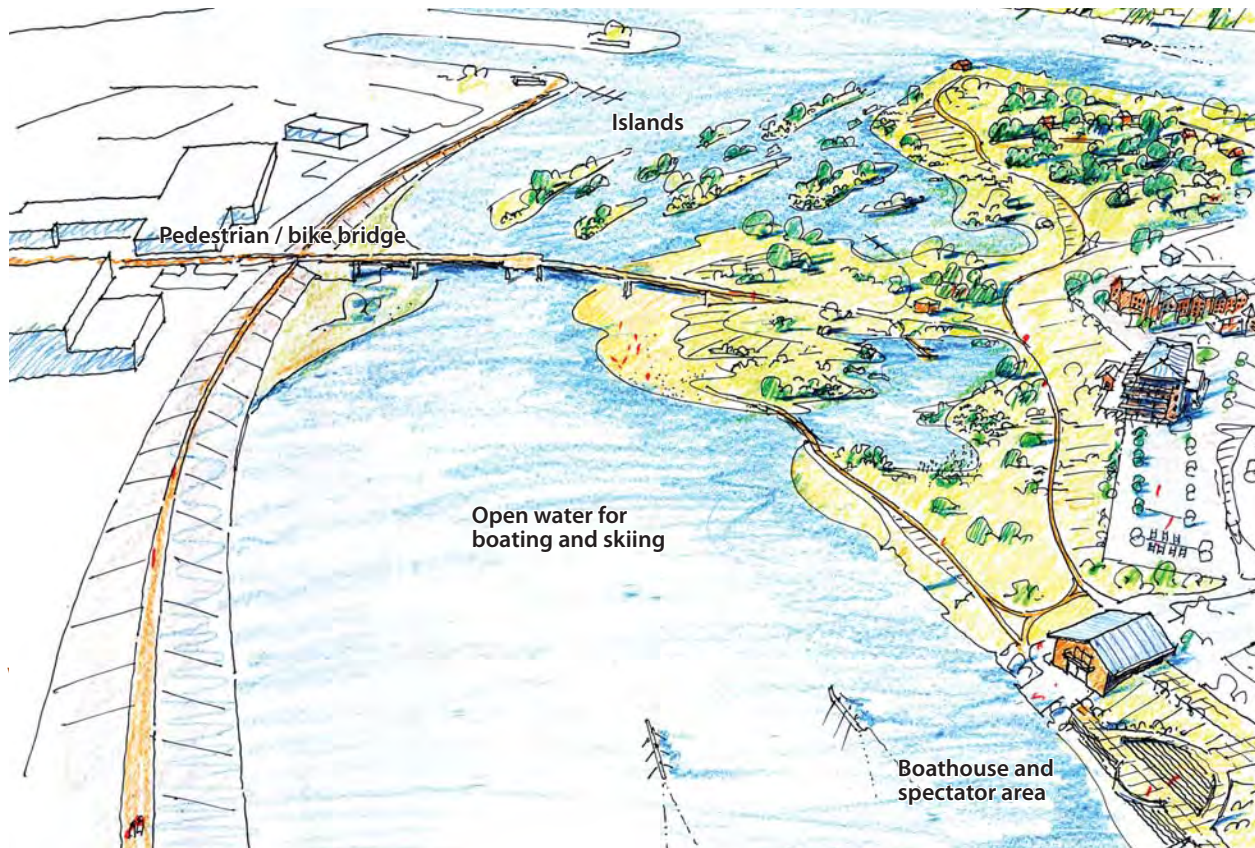
Section BB: Peosta Channel after, (through islands)



Section AA: Peosta Channel after, (through calm lake-like area)



Lake Peosta Recreational Channel (continued)



Bird's Eye View of the Improved Peosta Channel The Peosta Channel can become an outdoor recreation area for boaters, swimmers and anglers.



Sketch showing the new beach on the west bank of the Island connected to the mainland via a new pedestrian/bicycle bridge



3c. Island Destination

Island Destination

Existing Conditions

The southern side of Chaplain Schmitt Island currently contains a series of uses with minimal relationship to each other.

American Marine leases the two harbors (Bissell and Schmitt) and adjacent properties. In addition to boat sales and servicing, their property is used for camping, storage, and Catfish Charlie's restaurant. Their lease ends in 2031.

The McAleece Park and Recreation Complex consists of three softball fields, one regulation baseball field, concession stands, playground equipment, picnic tables, a skate park, and BMX biking. The complex was built in 2005 with (Section 6f) Land and Water Conservation Funds.

The Mystique Community Ice Center was built in 2010. It is owned by the City of Dubuque and managed by the Dubuque Community Ice and Recreation Center (DICE). The Ice Center is home to the Dubuque Fighting Saints. The Ice Center was built with the capacity to expand to a second ice sheet, but there are no plans to do so.

Veterans Memorial Plaza is located north of the Ice Center and adjacent to a wetland pond. The Veterans Memorial Plaza was built in 2009 and contains two memorials (Chaplain Schmitt Memorial and the Veterans Memorial) as well as a displayed Vietnam Era Cobra helicopter.

Access to the Island is located on the southern side of the island. The bridge to the main land becomes the highway ramp at an uncontrolled intersection. The intersection poses problems because high speed traffic makes it dangerous to cross in the north-south direction. In addition, left turns from the northern and southern legs of the intersection are permitted but not encouraged.



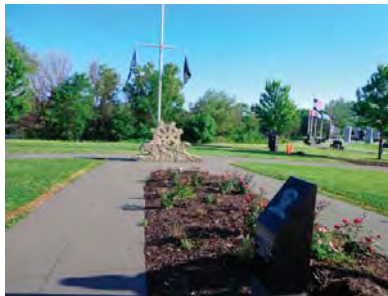
Mystique Community Ice Center



Catfish Charlie's at American Marine



Veterans Memorial



Chaplain Schmitt Memorial



Boat Launch

Island Destination (continued)



McAleece Park and Recreation Complex



Catfish Charlie's



Veterans Memorials



Mystique Ice Center



Schmitt Harbor



Existing Conditions

Island Destination (continued)

Recommended Infrastructure Improvements

The Plan recommends the City work closely with the Iowa Department of Transportation (IA DOT) to enhance and rebuild the Island's main intersection to improve access to the Island's main loop road.

A roundabout or a traffic signal are two options that would slow the east-west traffic thereby allowing improved access to the Island's loop road.

The elevation of this intersection and the legs leading up to it should be raised to 612' - in keeping with

the rest of the loop road around the Island. Raising the loop road to 612' would ensure emergency access to the Island in high water events.

The southern leg of the roundabout (or signal) will be new road located between the Mystique Community Ice Center and American Marine Yacht lease area. This road would connect to Schmitt Harbor, thereby providing additional and improved access and visibility to Catfish Charlie's and the southern most tip of the Island, the Harbor, and the front of the Ice Center.

This new road should be built at elevation 612' thereby acting as a levee for the Ice Center and the Memorial Plaza.



Plan Showing the Initial Infrastructure Investments

Island Destination (continued)

Veterans Memorial Plaza

The Plan recommends enhancing the Veterans Memorial Plaza by improving the edge of the pond with a pathway, shelters, seating, and plaza expansion space for additional memorials and veterans tributes. An improved and expanded Memorial Plaza will facilitate formal and informal gatherings, ceremonies, and contemplation. The Plaza should become part of the overall public space system on the island.

Boat Ramp and Schmitt Harbor Park

The public boat ramp south of the softball fields are popular and well-used. The Plan recommends keeping the launch in place and enhancing the area to its immediate west as a Schmitt Harbor Park for use by the general public. This park could have a small performance space, boardwalk, and space of unstructured passive uses. The park can also serve as a trail head location for walkers and bikers to access the wetlands on the eastern edge of the Island.



Schmitt Harbor Park: The eastern edge of the Schmitt Harbor can become a public park, designed for festivals, gathering, boat watching, and fishing.



Illustrative Plan: Improving and connecting Veterans Memorial Plaza and Schmitt Harbor Park will set the structure for future investments on the Island.

Island Destination (continued)

Marine Development

The Plan recommends transitioning land uses on the American Marine leased land into uses that support a vision of a Island Destination. Currently the uses are water-related but dominated by storage and maintenance uses.

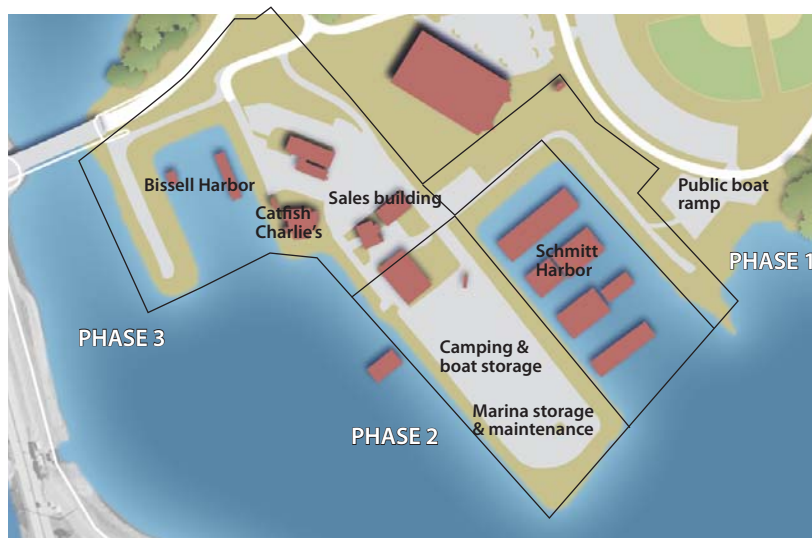
The Plan encourages the leaseholder and the City to work together to create the center of an Island Destination on the peninsula and surrounding Schmitt Harbor. An Island Destination should include restaurants and retail

on the peninsula with an active marina and public access around the harbor. The western side of the peninsula can also be used for larger excursion boats that may currently use the Port of Dubuque. In recent years the Port of Dubuque has experienced conflicts with boats due to the increasing demand to stop in Dubuque.

Redevelopment on the peninsula would be organized along a single loop road that provides access to 3-5 story buildings facing Schmitt Harbor. The entire perimeter of the harbor and peninsula should be a public walkway, with occasional gathering spaces located at critical

places - the end of the peninsula, street extensions, and the head of Schmitt Harbor.

The American Marine property could redevelop over a series of phases. Initial efforts should be directed towards improving public access to the water on the north edges of Schmitt Harbor, a virtually unused portion of the site. Any storage in this location can be consolidated elsewhere on the property without impacting the current operation of American Marine. In doing so this would



American Marine Lease Area: The transition to a Marina Village can be incremental, allowing the current operations to consolidate.



Maintenance and Service at American Marine



Camping and Dry Land Boat Storage



Schmitt Harbor

Island Destination (continued)

allow the land to be used for public access to the harbor and the creation of Schmitt Harbor Park.

Medium-term efforts (5-10 years) should be directed towards consolidating as many current uses as possible to Bissell Harbor, thereby freeing up the peninsula on Schmitt Harbor for retail and marina-related development.

The last (beyond 10 years) portion of the American Marina site to be developed should be the northwestern portion surrounding Bissell Harbor.



Precedent Images Describing the Type and Scale of Development of the Island Destination

Island Destination (continued)

Mystique Community Ice Center

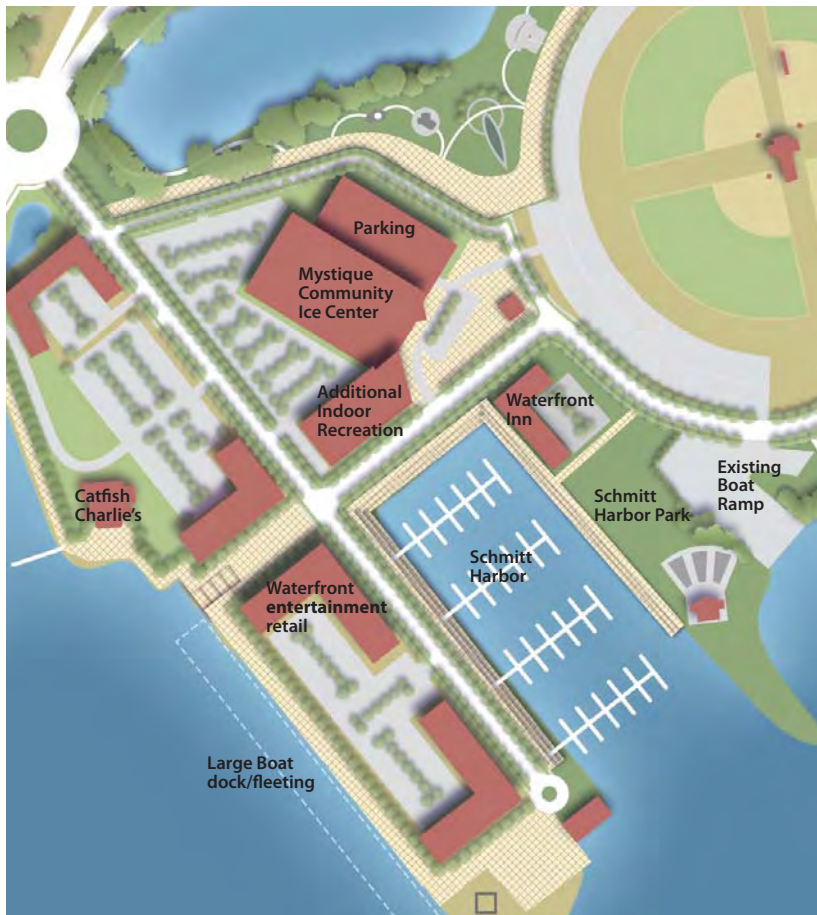
The Mystique Community Ice Center is operated by the Dubuque Community Ice and Recreation Center. The Plan recommends expanding the Ice Center to include additional recreational uses such as indoor soccer or climbing wall. The expansion should be attached to the existing building and should support the waterfront orientation of the existing building. The space in front of the Ice Center can be developed as a public plaza, gathering place, and circulation area for the Center.

The Plan also recommends eventually locating a public/shared parking ramp adjacent to the Ice Center, on its northern side. This ramp would be needed to support additional recreational uses on site as well as events in the Ice Center.

Currently events at the Ice Center create a parking demand that exceed what the site itself can supply. With 3,000 seats, the Dubuque Fighting Saints need parking for approximately 1200 cars. There are approximately 125 spaces on site. This amount is sufficient for general

recreational use and needs to be maintained into the future. During games, fans park at the softball field complex (548 spaces), on the grass adjacent to the Ice Center (100-200 spaces), by the skate park, and at the Casino.

It is important to support events at the Ice Center with adequate parking, access, and egress. As the Island redevelops, efforts should be made to ensure replacement parking is well-located, shared with other uses, and attractive.



Marina Village



The Mystique Ice Center should extend its mission as a community recreation facility by expanding to additional year-round uses. Shown is an trampoline park, an example of indoor recreation that can take place in the Ice Center's addition.

Island Destination (continued)

The Plan recommends a new public parking structure (400 spaces) be located on the eastern side of the existing Ice Center. A structure in this location can replace a portion of the parking currently located on the softball field. It can be attached directly to the Ice Center and support both the Ice Center future development onsite and adjacent.

The Plan suggests two possible additional locations for ramps to support the Ice Center and development on the Island. One is proposed to be located on the American Marine leased property. This ramp can intercept traffic before it enters the roundabout and would be adjacent to Catfish Charlie's and other new development on Bissell Harbor.

If an additional ramp is needed, it should be located coincident with redevelopment of the McAleece Park and Recreation Complex.

McAleece Park and Recreation Complex

The four ballfields were built in the early 1990s through the Land and Water Conservation funds. They are located on the largest and driest land on the Island. If the ballfields are redeveloped, funds (approximately \$110,000) would have to be repaid to the Federal government. In addition, parks built with Section 6(f) funds can only be converted with approval of the Secretary of the Interior. In addition to repaying the grant,, *"the Secretary shall approve such conversion only if he finds it to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreational properties of at least equal fair market value and of reasonably equivalent usefulness and location."*

Whereas this Plan poses options for redevelopment of the softball fields, it is with the understanding and assumption that new ballfields would have to be built elsewhere in the city before eliminating those on the Island.

This Plan offers two potential futures for redevelopment of the 21-acre McAleece Park and



Illustrative Plan of Island Destination

Island Destination (continued)

Recreation Complex:

- Retail / Commercial Mix
- Minor league ballpark

Retail Option

The first option for redevelopment emphasizes destination retail on the majority of the site. The 21-acre site can accommodate a regional shopping development of 175,000 to 200,000 sf. in addition to 1-2 blocks of entertainment / commercial uses.

A retail project on the McAleece Recreation Complex site should be integrated into the rest of the Island's improvements. As with the other two options, the block structure from the Marina Village should extend into the site and the Veterans Memorial Plaza should extend into the front walkway to the retail project.

Retail on the site would likely benefit Mystique Casino significantly. As a regional draw, a retail project would pull potential customers to the Island from well outside Dubuque. A visit to a destination retail project could be integrated into a day at the Marina, Casino, or beach.

Minor League Ballpark Option

A second option for redevelopment of the site is to use it for a Minor League Ballpark. Dubuque has considered supporting a team, if a team was interested in moving to Dubuque. Dubuque has studied a site

in the Port of Dubuque in-depth. Whereas there has been some development on the Port of Dubuque, the proposed ballpark site is still available.

A ballpark would fit well on the McAleece Recreation Complex site and it would offer a unique environment for watching and attending a game. Visitors would enjoy views of the river and bluffs and could enjoy a day on the Island visiting any of the other destinations this Plan is recommending.

A ballpark on the Island would require significant parking investment. The proposed parking ramp at the Mystique Ice Center could be used for the ballpark, but approximately 1600 additional spaces would likely have to be built to support a 6000 seat ballpark. This would likely require two and maybe three additional ramps on the Island.

Island Destination (continued)



Minor League Ballpark Redevelopment Option



Retail / Commercial Mix Option

Island Destination (continued)



Bird's Eye View of the Island Destination Schmitt Harbor is transformed into an active marina community with public access to the water, entertainment, and retail. The Mystique Ice Center re-ori-ents to the river and expands to offer additional recreational options.



Sketch showing the view across Schmitt Harbor, from the porch of the Inn.

Technical Memorandum for RDG Planning & Design, Inc.

Chaplin Schmitt Island Floodplain Study



Mark K. Shubak
12.18.2023
Expires: 12/31/2024

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APPENDIX A–TABULAR COMPARISON OF LIDAR AND FIELD SURVEYED TOPOGRAPHY
APPENDIX B–GRAPHIC EXHIBITS OF FLOODPLAIN DEVELOPMENT ASSESSMENTS

INTRODUCTION

Recent elevated Mississippi River levels in spring 2023 have highlighted the fact that portions of Chaplin Schmitt Island are prone to periodic and prolonged flooding. For this reason, as development planning efforts continue to advance at the island, it will be important to evaluate and understand the impact potential Mississippi River flood risks will have on the feasibility of various improvement projects being considered. This includes confirming compliance with applicable federal, state, and local floodplain and floodway regulations that will govern whether potential improvements at the island are feasible from a regulatory, engineering, and cost perspective.

EXISTING FLOODPLAIN MAPPING REVIEW

Figures 1 and 2 depict the regulatory Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) for Chaplin Schmitt Island (map number 19061C0244F, August 19, 2013). FEMA produces FIRMs that show areas that are at risk to flooding, also known as floodplains or Special Flood Hazard Areas (SFHA). Figure 1 and 2 show flood zones, floodplain boundaries, floodways, and base flood elevations of the Mississippi River.

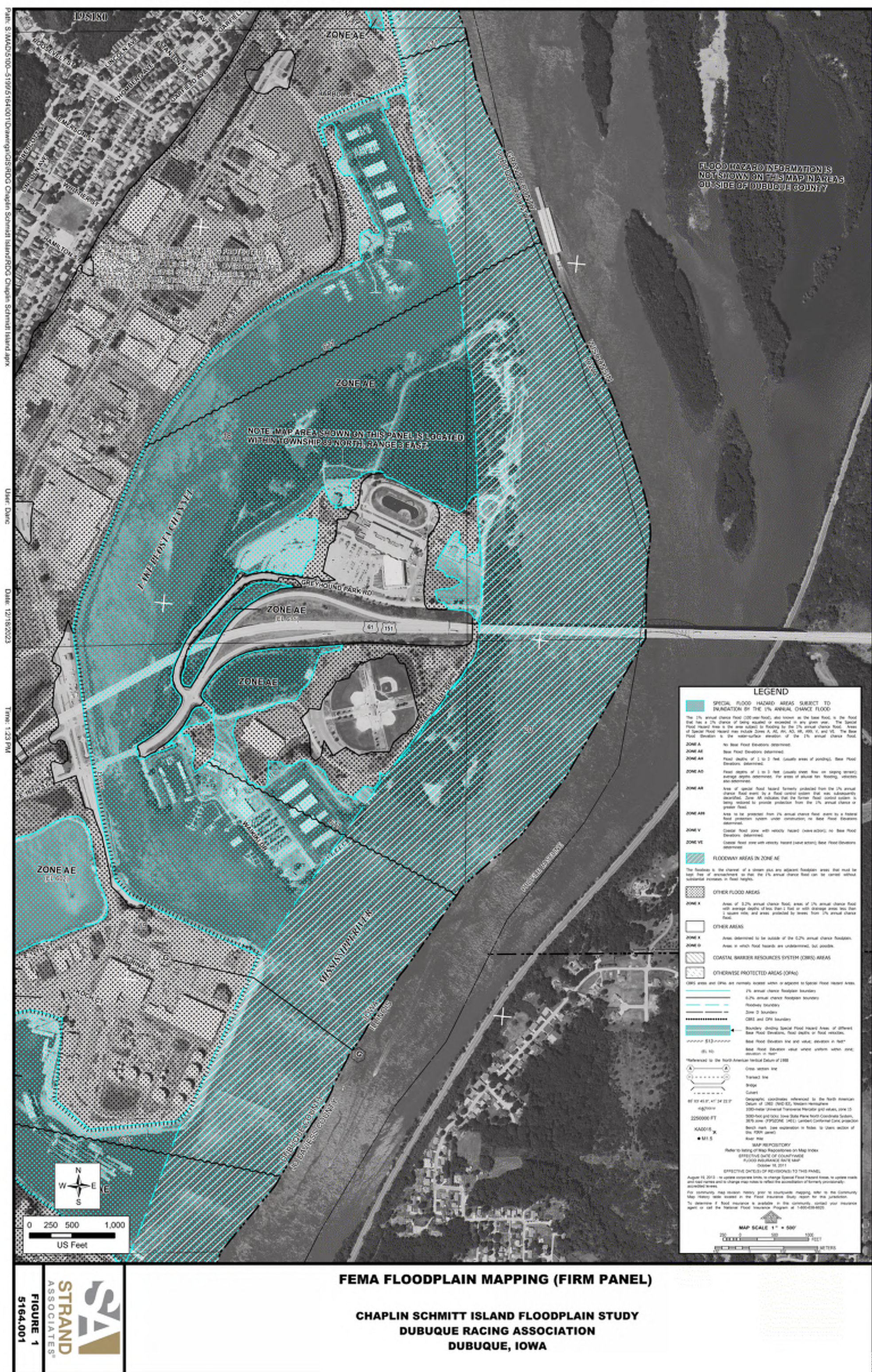
Communities use the maps to set minimum building and land development requirements for projects in flood prone areas. Given that potential future development improvement projects at the island will need to comply with local, state, and federal floodplain management regulations, it is important to gain an understanding of the various flood zones that are present at the island.

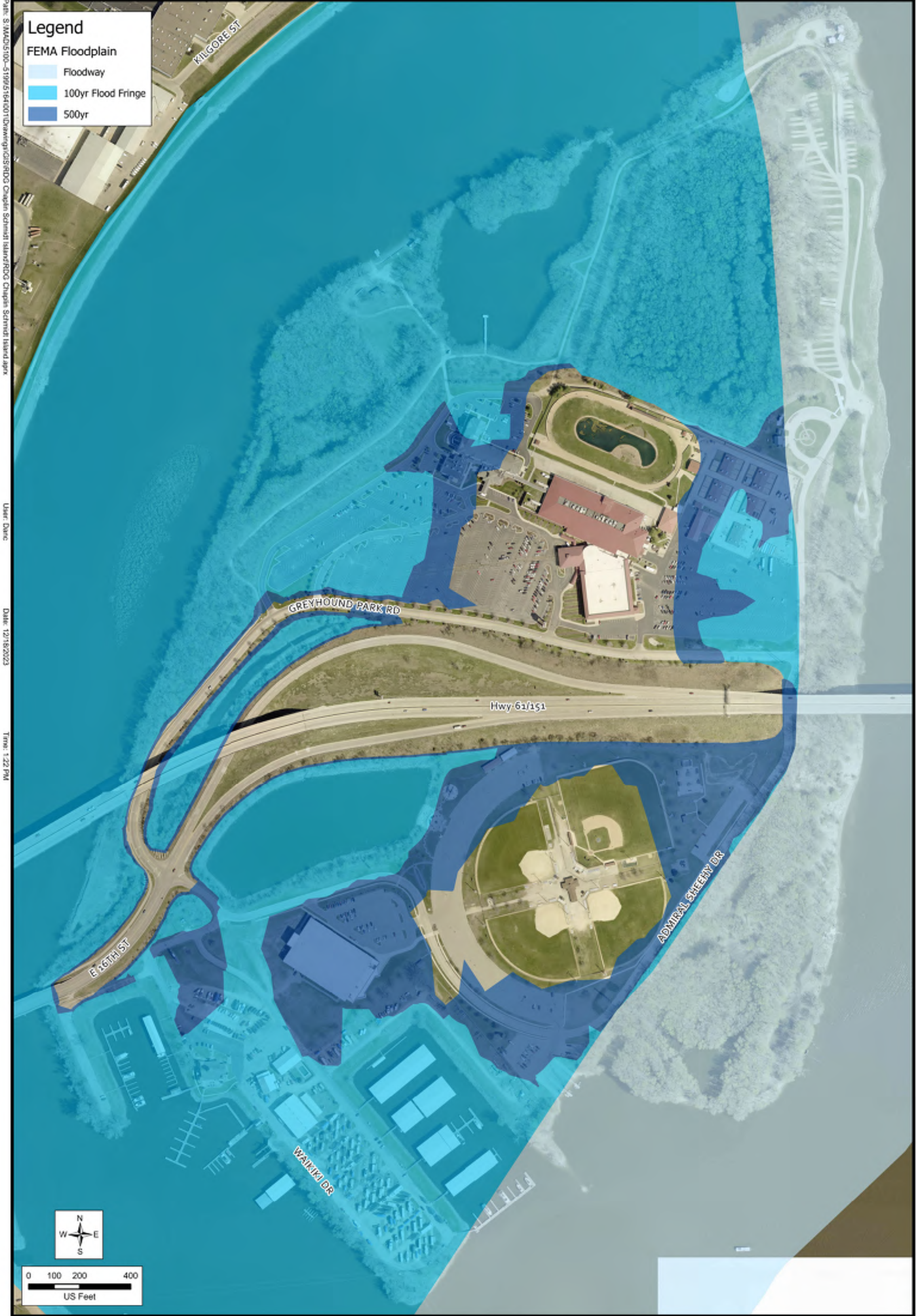
A. SFHA

SFHAs are defined as areas that are subject to inundation by the 1 percent annual chance flood or 100-year flood event. Review of the floodplain mapping at the island indicates presence of SFHAs that covers much of Miller Riverview Park, including the Vietnam Memorial, Riverview Park Drive, the campground, and the playground and picnic area at the northern tip of the island. SFHAs also cover northwestern portions of the island including the Dubuque Water Sports Club and Heron Pond. SFHAs also are shown to cover the western portion of the west parking lot of the casino and covers the eastern portion of the east parking lot of the casino. None of the existing casino buildings are currently located within a mapped SFHA. However, SFHAs do appear to encroach onto some of the existing kennel structures and the northwest wing of the Hilton Garden Inn building. Also covering the majority of the Hilton Garden Inn building and all of the existing kennel buildings is 0.2 percent or 500-year floodplain. On the south one-half of the island, mapped SFHAs cover much of the existing marina, including Catfish Charlie's restaurant, the marine maintenance building, the marina parking lots, the campground, and most of Marina Drive. The existing Mystique Community Ice Center, while not located within a SFHA, is mapped within the 0.2 percent or 500-year floodplain.

B. Floodway

The floodway is defined as the channel of a waterway plus any adjacent floodplain areas that must be kept free of encroachment so that the 1 percent annual chance flood (100-year flood event) can be carried without substantial increases in flood heights. Figure 1, which is the FEMA regulatory map panel, shows the Mississippi River floodway with a diagonal cross hatching pattern. Figure 2 similarly shows the





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FEMA FLOODPLAIN MAPPING

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FIGURE 2

5164.001

Mississippi River floodway with a light blue color shading. Both maps indicate that the floodway occupies portions of the easterly edge of the island. The floodway on the east end of the island varies in width from approximately 470 feet at the north end of the island, approximately 250 feet at the United States Highway (USH) 61/151 bridge, and up to 700 feet wide near the south end of the island.

C. Base Flood Elevations (BFEs) and Flood Depths

The BFE at a particular location is defined as the elevation of surface water resulting from a flood event that has a 1 percent chance of equaling or exceeding that level in any given year (commonly referred to as the 100-year BFE). The BFEs for the Mississippi River at the island are both depicted on the FIRM floodplain map and also are provided on flood profile exhibits within the City of Dubuque's (City's) FEMA Flood Insurance Study (FIS) report. Review of these data sources indicates that the 100-year event BFE at the island is 611.0 (North American Vertical Datum of 1988). Figure 3 depicts the estimated depths of flooding for a 100-year flood event (BFE=611.0). Note that the basis of the ground surface topographic data is available high-resolution light detection and ranging (Lidar) that was obtained and published by the United States Geological Survey (USGS) in 2019.

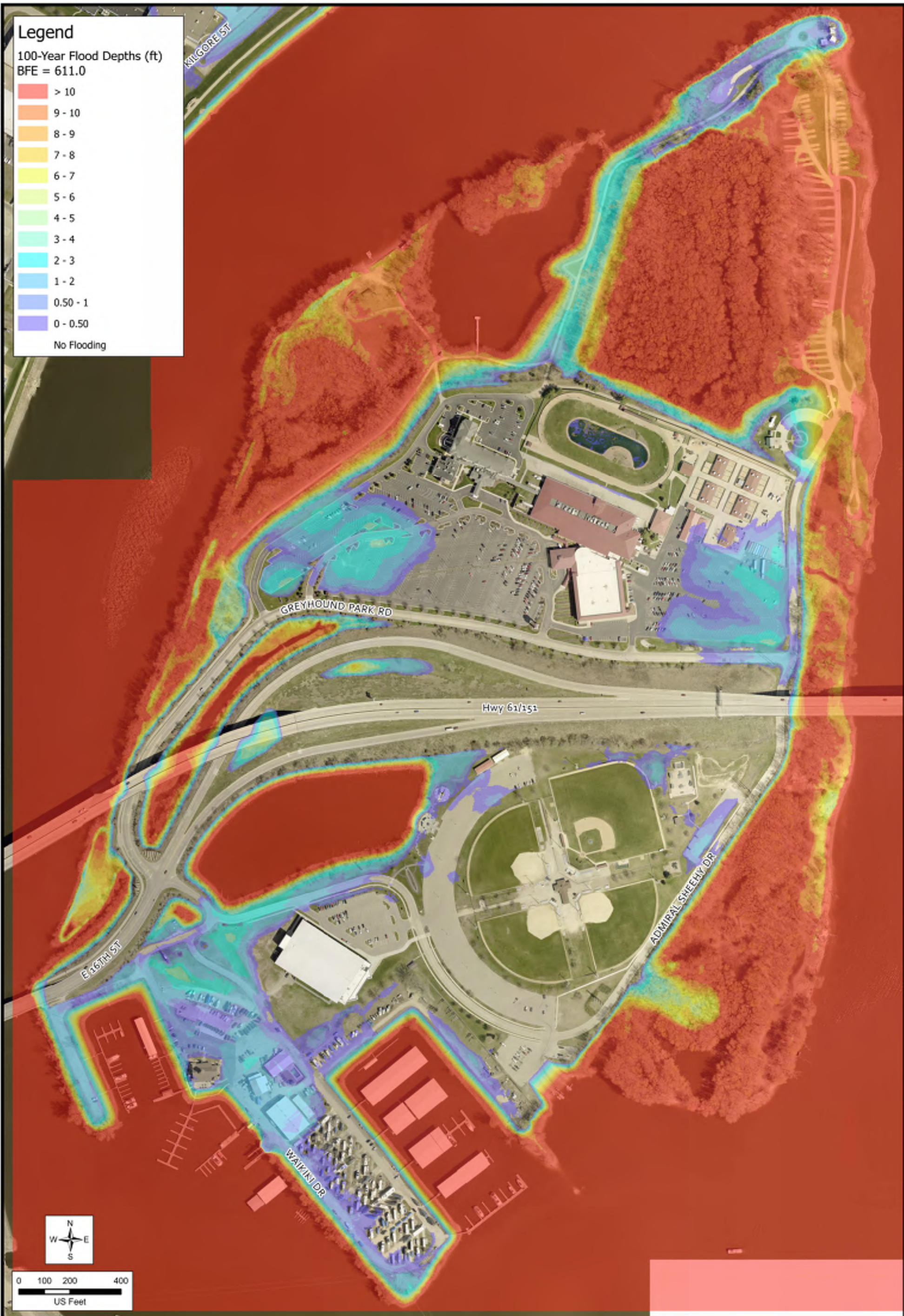
Review of Figure 3 indicates that the easterly area of the island that is mapped floodway generally has 100-year flood depths that are greater than 10 feet. Areas of the island that are not in mapped floodway that also have flood depths greater than 10 feet include the majority of Miller Riverview Park, the Dubuque Water Sports Club (including Heron Pond), and the 8-acre pond located immediately north of the Mystique Community Ice Center site. Areas on the island that have shallower flood depths (i.e. between 0 and 4 feet) include westerly portions of the casino parking lot, easterly portions of the east casino parking lot, an area near the southeast corner of the kennel buildings, portions of Admiral Sheehy Drive located immediately north of the ice center, and portions of the south marina area including surrounding parking lots and driveways.

TOPOGRAPHIC SURVEY DATA COLLECTION

In order to validate the accuracy and reliability of the USGS 2019 Lidar topographic data, we conducted field topographic surveys (379 field survey points) at several key locations at the island as follows:

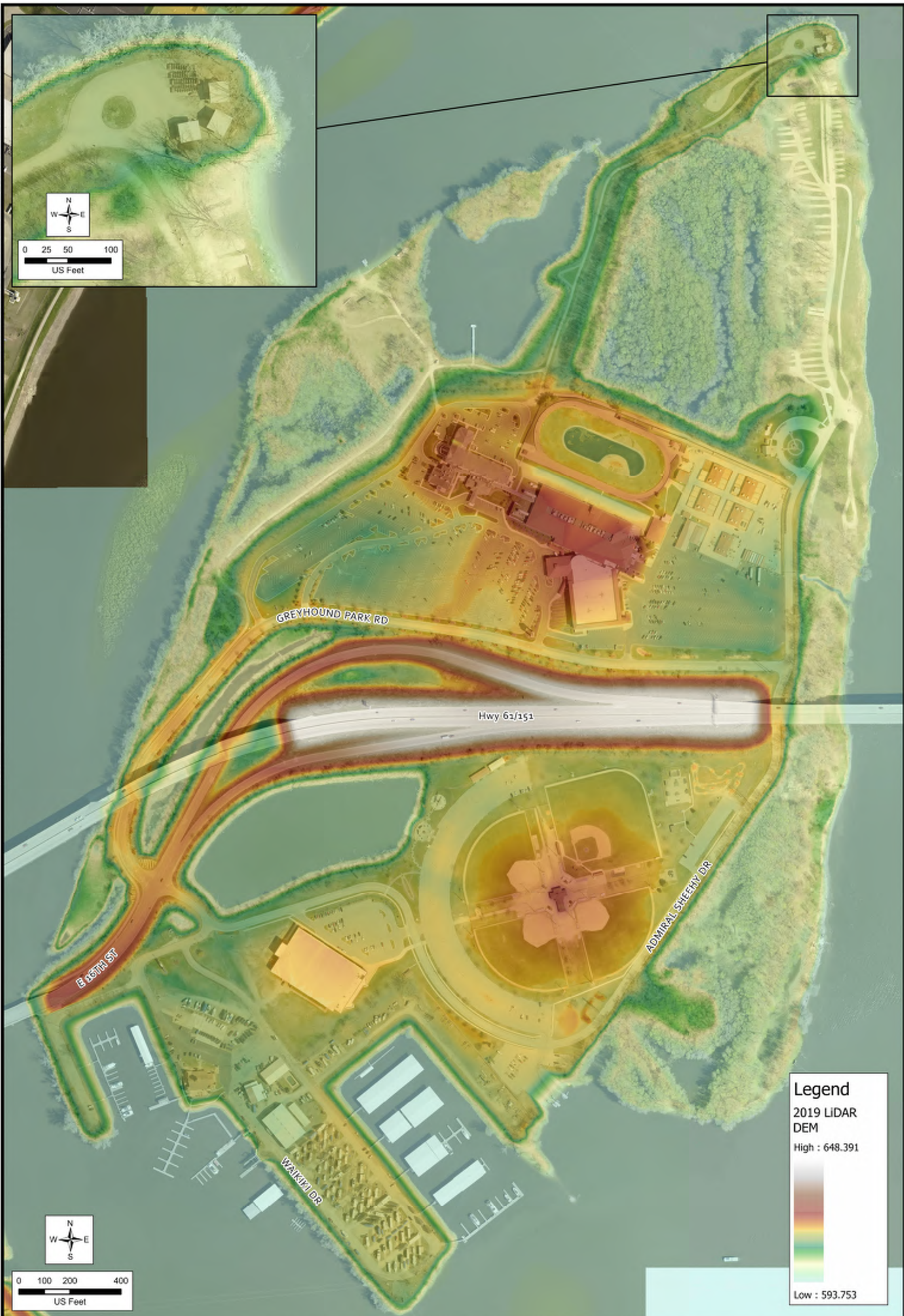
- Northeast area designated as regulatory floodway in the location of the proposed observation tower.
- East parking lot designated as a SFHA floodplain in the vicinity of the Backwater Stage area.
- West parking lot and entrance drive area designated as a SFHA floodplain.
- South marina area designated as a SFHA floodplain.

Figure 4 depicts USGS 2019 Lidar ground surface topographic mapping in a color relief format. Figure 5 includes this same Lidar topographic data overlayed with the individual field surface topographic survey data points from the various areas of the island listed above. Within Appendix A, there is a tabular summary of the 379 field survey points that provides a comparison of the surveyed elevation versus the estimated Lidar elevation at the same location. Note that Lidar data is based on a grid size of 1 square meter.



100-YEAR EVENT FLOODING DEPTH

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LIDAR TOPOGRAPHIC DATA VERSUS FIELD SURVEYED TOPOGRAPHIC DATA

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Comparison of the survey data versus the Lidar data indicates that the elevation differential between the field surveyed shots and the Lidar data falls mainly between plus or minus 0.25 feet (refer to the histogram that is included as an inset exhibit on Figure 5). 92 percent of the field survey shots fall between approximately 0.25 feet of the Lidar elevation.

Review of the data indicates that the elevation differential does not appear to be skewed either up or down, which seems to indicate that there is not a transformational vertical datum issue. Note that the only area where there appears to be elevation differentials that are more significant (greater than 1.5 feet) are shots that were taken along the northeast shoreline of the island near the proposed observation tower. There appears to be a logical explanation for this, given that when the Lidar data was collected, it is likely that the Mississippi River levels may have been elevated and therefore, the true ground surface elevation was not represented accurately. Based on the results of the comparison of the field surveyed surface topographic data and the USGS 2019 Lidar topographic data, the Lidar topography appears to be reasonably accurate and is suitable for use for planning level engineering analyses, including the floodplain development assessment described later in this technical memorandum.

FLOODPLAIN AND FLOODWAY REGULATION REVIEW

The City floodplain management regulations are stated within Title 16 Unified Development Code, Chapter 6 Overlay Districts, Section 16-6-4: Flood Hazard Overlay District. The provisions outlined in Section 16-6-4 applies to all lands within the jurisdiction of the City shown on the Official Floodplain Zoning Map as being within the boundaries of the Floodway (FW), Floodway Fringe (Flood Fringe) (FF), and General Floodplain (Overlay) (FP) Districts. Each of these floodplain districts is described in further detail below:

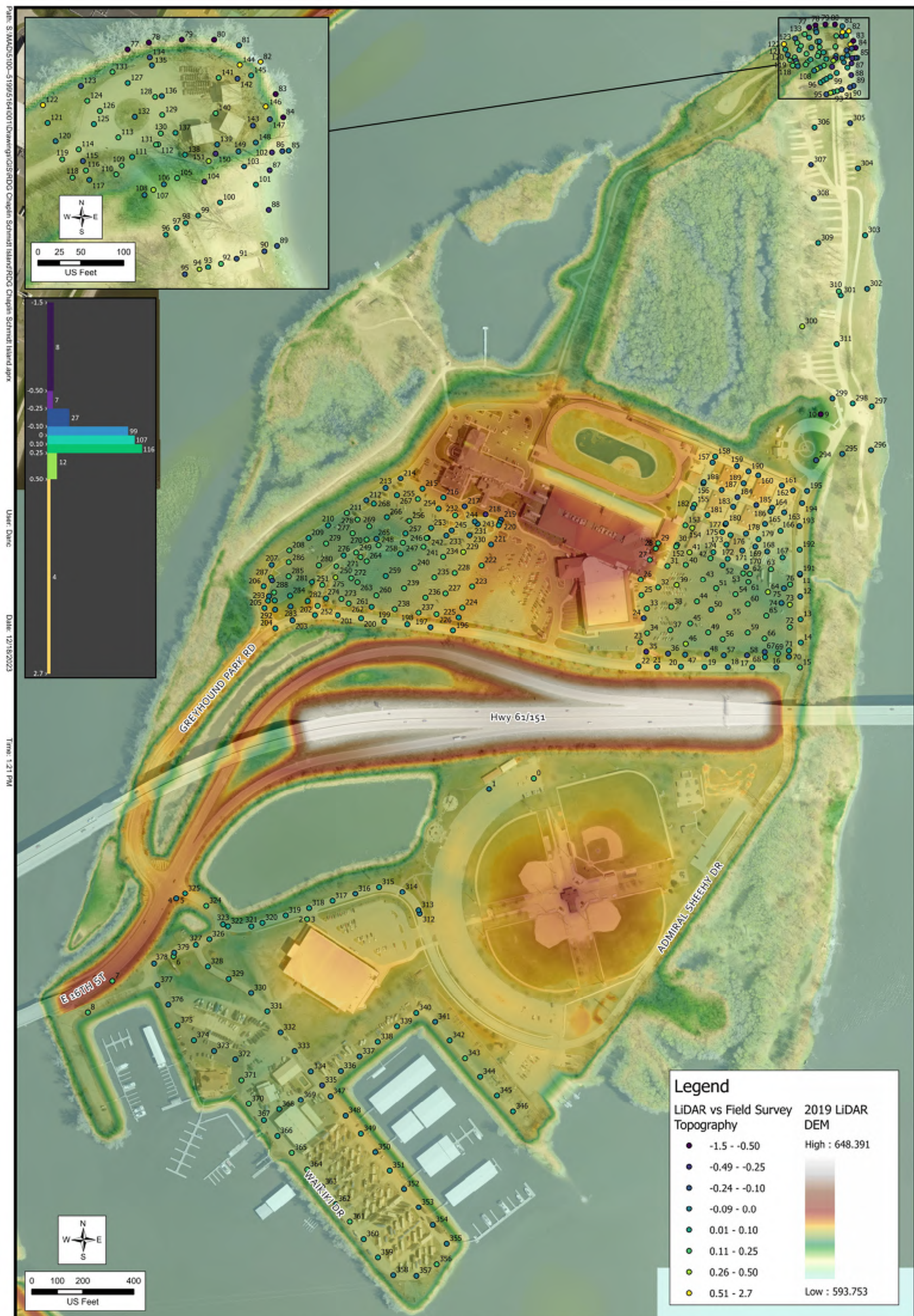
A. FW

Those areas identified as floodway on the Official Floodplain Zoning Map. These areas are depicted as Zone AE floodplain with diagonal hatched areas on Figure 1 and light blue shaded areas on Figure 2.

If placement of any structures or fill within these areas is considered, engineering analyses will need to be conducted to reflect the effects of this development on Mississippi River flood levels and show that no increase in 100-year base flood elevation results. The following section provides the results of potential development scenarios that could occur within regulatory floodway at the island and the resultant impacts to Mississippi River 100-year base flood elevations.

B. FF

Those areas identified as Zone AE on the Official Floodplain Zoning Map but excluding those areas identified as floodway. These areas are depicted as Zone AE floodplain with no diagonal hatched area on Figure 1 and as indigo shaded blue areas on Figure 2.



LIDAR TOPOGRAPHIC DATA VERSUS FIELD SURVEYED TOPOGRAPHIC DATA

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FIGURE 5
5164.001

C. FP

Those areas shown as being within the approximate 100-year flood boundary or Zone A on the official floodplain zoning map. Note that there are no General Floodplain Overlay Districts within the limits of Chaplin Schmitt Island.

Regardless, any proposed buildings (residential or non-residential) within a SFHA (both floodway and flood fringe areas), must be elevated to be equal to or greater than the flood protection elevation. The flood protection elevation is defined as the regional 100-year storm base flood elevation plus 1 foot of freeboard. Therefore, the flood protection elevation at the island is equivalent to elevation 612.0.

FLOODPLAIN DEVELOPMENT ASSESSMENT**A. FEMA Effective Hydraulic Model**

In order to perform the floodplain development assessments for various potential improvement projects at the island, Strand Associates, Inc.[®] (Strand) requested and obtained the regulatory FEMA hydraulic floodplain model for the Mississippi River from the FEMA Engineering Library. This HEC-RAS hydraulic model simulates the flood water surface elevations of the Mississippi River during a 100-year return interval flood event. Review of this hydraulic model indicated that three Mississippi River stream cross sections pass through portions of the island. A comparison of the topographic data from the hydraulic model cross sections indicated that generally speaking, the ground surface data represented in the model was reasonably close to ground surface data obtained from the USGS 2019 Lidar data. However, given there are areas where there appeared to be some discrepancies, the three river cross sections were adjusted to reflect the Lidar ground surface data on the island. Following making these model cross section adjustments, additional intermediate river cross sections were created in the hydraulic model at an approximate interval just under 200 feet. It is important to note that the Mississippi River hydraulic model only represents flood flows passing through the regulatory floodway as being effective flood conveyance. Flows passing through areas of the island that are outside the floodway boundary (flood fringe areas) are not represented as effective flood conveyance. Graphic exhibits are included within Appendix B which depict the Mississippi River hydraulic model cross section locations. Subsequent graphic exhibits in Appendix B are also provided which represent each of the development scenarios (Scenarios 1 through 3) that are discussed in the following.

B. Floodway Encroachment Analysis

Given that Strand is currently at a concept level planning stage, the goal of this initial floodway encroachment analysis is to determine what level and extent of development within the regulatory floodway is feasible. The scenarios that have been evaluated should not be considered actual development proposals, but rather a process of establishing what can and cannot be done in the floodway from a development and regulatory approval perspective.

1. Scenario 1–Fill Entire Floodway Along the East Side of the Island

It should be understood that this potential development scenario is a highly conservative “worst-case scenario” where fill would theoretically be placed within all areas of the island that are

mapped as regulatory floodway. Note that the current projects being considered in the master plan (boardwalk trails and the observation tower near the north tip of the island) would certainly involve significantly less potential for obstruction of Mississippi River flood flows. However, if the outcome of this worst-case scenario indicates no increases in 100-year Mississippi River base flood elevation, it is reasonable to assume that any development project that is contemplated within the mapped floodway on the island would be permissible from a floodway regulation compliance standpoint.

The results of the Scenario 1 development scenario did indicate some minor base flood elevation increases (approximately 0.04 feet) throughout the stretch of the Mississippi River along the island and points immediately upstream. While these increases seem negligible, the federal, state and local floodway development rules clearly state that no increases in 100-year base flood elevation are to be allowed.

2. Scenario 2—Fill Entire Floodway Upstream of USH 61/151

A second floodplain development scenario that was evaluated with the Mississippi River floodplain hydraulic model included theoretically placing fill within all areas of the island that are mapped as regulatory floodway, but only those locations on the island located north of the USH 61/151 bridge. This scenario would essentially keep the regulatory floodway areas that are located to the south of the US 61/151 bridge undisturbed. The results of this hydraulic modeling evaluation indicated that increases in Mississippi River 100-year flood stage would only increase by approximately 0.005 feet. Given that conservative assumptions are still being made for placement of fill that would entirely occupy the floodway north of the US 61/151, it is reasonable to assume that the projects currently being considered in this part of the island would have little to no impact on Mississippi River flood stage.

3. Scenario 3—Fill Entire Floodway Upstream of USH 61/151 and Perform Minor Regrading South of USH 61/151 to Offset Minor River Flood Elevation Increases

The third floodplain development scenario that was evaluated is identical to Scenario 2. However, in an effort to offset the minor Mississippi River flood stage increases that resulted from Scenario 2, some regrading of floodway areas on the island located south of the US 61/151 bridge are reflected in the hydraulic model. This potential regrading seeks to lower ground surface elevations in this area to near elevation 596. The Scenario 3 hydraulic modeling results indicate that no increases in Mississippi River flood stage would occur.

C. Other Floodplain Development Considerations

The previous section focuses primarily on development scenarios involving potential improvement projects within mapped regulatory floodway areas on the island. Given that construction within floodway zones is highly restrictive from a regulatory standpoint, it is an important step to determine what can and cannot feasibly be done in these areas. The results of the floodway encroachment analyses summarized in the previous section demonstrate that locating potential projects in the mapped floodway at the island appears to be feasible. However, development projects on other portions of the island also needs to be evaluated.

As stated in the regulatory review section on Page 3, proposed buildings must be elevated to be equal to or greater than the flood protection elevation, which is equivalent to the regional 100-year base flood elevation plus 1 foot of freeboard (elevation 612.0). This is the minimum flood protection elevation standard that must be met. However, given that storm and flood events are growing in severity and frequency due to the effects of climate change and other threats, following a flood protection elevation standard that improves resilience of future buildings and projects on the island should be considered.

The Federal Flood Risk Management Standard establishes a flood standard that helps achieve the goal of increasing the resiliency of future projects against flooding. Currently, the Federal Flood Risk Management Standard applies only to federally funded actions involving new construction, substantial improvement or repairs to substantial flood damage. It also applies to hazard mitigation projects involving structure elevation, dry floodproofing, and mitigation reconstruction. If federal funding is sought for future development and improvement projects on the island, applying the Federal Flood Risk Management Standard should be considered. If the Freeboard Value Approach (FVA) is applied, it would involve adding 2 feet to the base flood elevation for non-critical actions and adding an additional 3 feet to base flood elevation for critical actions. An alternative to the FVA is increasing the flood protection elevation to the 500-year base flood elevation, which in this case would increase the flood protection elevation by approximately 1.5 feet.

Increasing the flood protection elevations for new buildings will result in greater cost to account for placement of additional fill to elevate structures beyond the minimum flood protection elevation standard. The increase in resiliency and mitigation of potential future flood risks will need to be balanced with the estimated increases in construction costs to comply with the more stringent flood protection standards.

APPENDIX A
TABULAR COMPARISON OF LIDAR AND FIELD SURVEYED TOPOGRAPHY

Comparison of Field Survey Topographic Data and Lidar Topographic Data Chaplin Schmitt Island Floodplain Study					
Survey Point ID	Y	X	Surveyed Elevation (FT - NAVD 88)	LiDAR Elevation (FT - NAVD 88)	Elevation Difference (FT)
0	3663733.326	5690773.44	612.77	612.60	0.17
1	3663691.423	5690597.741	610.55	610.58	-0.02
2	3663179.242	5689881.324	611.38	611.16	0.21
3	3663179.136	5689881.352	611.34	611.17	0.16
4	3663260.599	5689367.679	615.87	615.99	-0.13
5	3663260.613	5689367.706	615.92	615.99	-0.07
6	3663034.053	5689356.865	610.82	610.70	0.11
7	3662937.16	5689116.791	620.62	620.39	0.23
8	3662812.443	5689020.737	611.05	610.89	0.16
9	3665163.346	5691900.98	605.54	606.65	-1.12
10	3665163.325	5691900.958	605.59	606.65	-1.06
11	3664533.531	5691819.827	610.24	610.24	0.00
12	3664446.311	5691820.781	610.99	611.01	-0.01
13	3664356.889	5691821.923	611.72	611.66	0.06
14	3664265.784	5691823.006	611.11	611.10	0.01
15	3664168.327	5691819.887	610.48	610.36	0.12
16	3664168.448	5691727.125	609.45	609.46	-0.01
17	3664169.172	5691632.732	610.25	610.24	0.01
18	3664169.836	5691537.159	610.51	610.54	-0.02
19	3664170.141	5691445.136	611.23	611.21	0.03
20	3664171.731	5691350.893	611.74	611.68	0.06
21	3664171.393	5691257.677	613.15	613.06	0.09
22	3664173.297	5691185.025	613.40	613.34	0.06
23	3664266.424	5691190.923	612.74	612.52	0.21
24	3664361.128	5691205.112	612.62	612.79	-0.17
25	3664452.118	5691195.677	613.54	613.29	0.25
26	3664514.055	5691192.733	614.85	614.66	0.19
27	3664591.175	5691228.909	618.96	618.79	0.17
28	3664635.833	5691252.167	618.04	617.87	0.17
29	3664656.673	5691261.49	615.48	615.29	0.19
30	3664650.31	5691335.998	612.20	612.16	0.05
31	3664567.204	5691298.056	612.83	612.71	0.12
32	3664481.951	5691261.551	612.92	612.77	0.15
33	3664399.113	5691217.505	612.55	612.39	0.16
34	3664302.781	5691218.174	612.05	611.90	0.14
35	3664229.987	5691214.868	612.81	613.08	-0.27
36	3664222.553	5691300.654	611.75	611.88	-0.13
37	3664314.559	5691309.283	611.10	610.87	0.22
38	3664406.168	5691312.895	611.73	611.53	0.21
39	3664491.578	5691334.505	611.89	611.59	0.29
40	3664572	5691369.87	611.49	611.26	0.22
41	3664620.715	5691384.832	611.53	611.18	0.35
42	3664597.528	5691469.05	610.11	609.93	0.19
43	3664513.585	5691439.079	610.47	610.24	0.23
44	3664426.782	5691413.996	611.09	610.93	0.17
45	3664340.854	5691387.192	610.42	610.18	0.24
46	3664260.855	5691369.895	609.93	609.54	0.39
47	3664218.485	5691367.522	611.32	611.36	-0.04
48	3664219.944	5691454.695	610.12	610.24	-0.11
49	3664305.557	5691460.24	610.25	610.14	0.11
50	3664395.066	5691471.528	611.25	611.17	0.08
51	3664478.914	5691491.023	610.10	609.96	0.13
52	3664570.416	5691516.478	609.79	609.71	0.07
53	3664538.94	5691597.088	609.24	609.06	0.18
54	3664455.28	5691567.076	610.09	609.93	0.16
55	3664365.203	5691544.205	611.07	610.91	0.16

Survey Point ID	Y	X	Surveyed Elevation (FT - NAVD 88)	LiDAR Elevation (FT - NAVD 88)	Elevation Difference (FT)
56	3664279.029	5691516.926	610.19	610.06	0.13
57	3664216.093	5691521.367	609.88	609.97	-0.09
58	3664215.926	5691612.332	609.64	609.76	-0.12
59	3664304.902	5691615.147	610.30	610.12	0.18
60	3664416.571	5691615.208	610.12	609.95	0.17
61	3664504.554	5691617.539	609.03	608.82	0.21
62	3664536.573	5691623.261	609.28	609.13	0.14
63	3664555.08	5691706.207	609.43	609.31	0.12
64	3664463.818	5691694.424	608.88	608.53	0.35
65	3664370.901	5691688.034	609.61	609.44	0.17
66	3664281.494	5691680.921	609.75	609.57	0.18
67	3664229.2	5691681.614	608.27	608.51	-0.24
68	3664209.031	5691682.879	609.96	609.92	0.04
69	3664222.935	5691733.415	607.69	607.53	0.17
70	3664210.173	5691776.338	610.78	610.85	-0.06
71	3664234.557	5691776.751	609.17	609.13	0.04
72	3664325.634	5691779.886	610.35	610.18	0.17
73	3664414.231	5691780.149	609.74	609.48	0.25
74	3664420.78	5691747.1	608.01	608.10	-0.09
75	3664478.193	5691756.946	608.09	608.14	-0.05
76	3664493.54	5691781.262	609.09	608.84	0.24
77	3666683.028	5691856.133	597.48	598.77	-1.29
78	3666691.056	5691880.934	598.03	598.71	-0.68
79	3666694.441	5691919.405	597.71	599.03	-1.32
80	3666694.332	5691957.265	597.52	598.11	-0.59
81	3666687.779	5691986.342	597.36	597.44	-0.08
82	3666668.413	5692011.434	597.21	594.49	2.73
83	3666630.465	5692029.095	597.32	598.33	-1.02
84	3666603.469	5692038.021	597.66	599.14	-1.48
85	3666564.634	5692044.365	597.53	597.57	-0.04
86	3666564.012	5692036.912	597.67	597.90	-0.23
87	3666541.263	5692022.074	597.27	597.62	-0.35
88	3666495	5692020.98	597.27	597.63	-0.36
89	3666453.088	5692030.722	597.40	597.62	-0.22
90	3666446.816	5692016.023	600.84	600.96	-0.12
91	3666438.151	5691983.451	601.28	601.38	-0.10
92	3666432.234	5691965.311	601.48	601.32	0.15
93	3666428.3	5691950.209	601.56	601.48	0.08
94	3666425.644	5691940.04	601.76	601.46	0.30
95	3666419.554	5691923.081	601.36	601.46	-0.10
96	3666466.162	5691900.817	601.98	601.88	0.10
97	3666474.244	5691913.439	601.94	601.89	0.05
98	3666480.012	5691923.957	601.78	601.75	0.03
99	3666488.486	5691938.582	602.05	601.95	0.09
100	3666503.673	5691964.153	601.22	601.20	0.02
101	3666524.499	5692006.023	599.87	599.77	0.10
102	3666562.569	5692024.828	598.96	599.36	-0.40
103	3666545.75	5691992.232	601.07	601.08	-0.01
104	3666527.853	5691945.826	602.51	602.96	-0.45
105	3666532.162	5691913.883	605.10	604.96	0.14
106	3666524.868	5691898.492	604.43	604.45	-0.03
107	3666518.407	5691886.269	605.01	604.69	0.31
108	3666512.462	5691875.922	605.19	605.19	-0.01
109	3666546.806	5691849.306	609.19	608.98	0.21
110	3666536.439	5691842.755	608.86	608.72	0.14
111	3666557.293	5691861.445	609.01	608.96	0.04
112	3666571.88	5691891.863	609.52	609.33	0.19
113	3666580.031	5691845.288	609.69	609.52	0.17

Survey Point ID	Y	X	Surveyed Elevation (FT - NAVD 88)	LiDAR Elevation (FT - NAVD 88)	Elevation Difference (FT)
114	3666566.073	5691798.953	610.13	609.97	0.15
115	3666552.508	5691803.955	609.95	610.12	-0.18
116	3666541.057	5691807.432	610.22	609.99	0.23
117	3666530.013	5691811.418	609.71	609.74	-0.03
118	3666532.644	5691791.634	610.32	610.22	0.10
119	3666554.495	5691779.783	610.34	610.24	0.11
120	3666575.689	5691771.946	609.28	609.34	-0.05
121	3666596.951	5691762.624	610.16	610.07	0.08
122	3666617.727	5691757.183	609.87	609.27	0.60
123	3666639.964	5691801.57	609.04	609.19	-0.15
124	3666622.635	5691809.02	609.97	609.86	0.11
125	3666595.612	5691816.74	610.00	609.90	0.09
126	3666610.883	5691823.649	609.97	609.86	0.10
127	3666643.485	5691856.316	609.88	609.80	0.08
128	3666627.263	5691888.285	610.25	610.08	0.17
129	3666606.339	5691896.588	610.17	610.04	0.13
130	3666584.663	5691894.816	609.90	609.77	0.13
131	3666571.607	5691889.202	609.44	609.33	0.11
132	3666604.142	5691864.515	609.91	610.00	-0.09
133	3666656.316	5691838.429	609.18	609.04	0.13
134	3666673.775	5691881.996	608.93	609.16	-0.23
135	3666664.076	5691884.508	609.75	609.77	-0.02
136	3666628.289	5691896.089	610.09	610.10	-0.01
137	3666585.311	5691912.035	609.83	609.73	0.10
138	3666559.826	5691923.177	608.71	608.64	0.07
139	3666571.755	5691960.754	610.26	610.28	-0.02
140	3666608.205	5691959.054	610.63	610.43	0.21
141	3666649.545	5691962.491	611.15	611.02	0.13
142	3666648.475	5691984.464	611.14	611.24	-0.10
143	3666593.772	5692002.645	610.81	610.97	-0.16
144	3666664.472	5691987.174	610.41	609.91	0.51
145	3666652.233	5692000.491	610.25	610.19	0.06
146	3666615.997	5692017.54	609.96	609.14	0.81
147	3666601.134	5692022.256	609.08	609.26	-0.18
148	3666574.075	5692005.917	609.60	609.62	-0.02
149	3666563.751	5691985.662	609.12	609.16	-0.04
150	3666561.092	5691958.952	609.01	609.36	-0.35
151	3666552.473	5691950.932	609.91	609.60	0.31
152	3664643.545	5691332.489	612.33	612.11	0.21
153	3664726.914	5691368.469	612.29	612.09	0.19
154	3664716.391	5691395.52	611.84	611.58	0.26
155	3664807.642	5691403.968	611.76	611.66	0.10
156	3664890.6	5691440.267	611.55	611.48	0.06
157	3664974.813	5691477.041	612.79	612.83	-0.04
158	3664997.789	5691487.471	613.14	613.13	0.01
159	3664960.367	5691572.677	613.37	613.44	-0.06
160	3664924.073	5691656.297	613.18	613.20	-0.02
161	3664882.47	5691748.82	612.96	613.00	-0.04
162	3664862.876	5691792.329	612.97	613.03	-0.06
163	3664777.311	5691758.066	611.59	611.62	-0.03
164	3664795.832	5691710.741	611.96	611.97	-0.01
165	3664732.153	5691682.834	611.10	611.15	-0.05
166	3664704.974	5691743.407	610.77	610.76	0.01
167	3664600.659	5691751.442	608.86	608.85	0.01
168	3664624.029	5691691.195	609.93	609.98	-0.05
169	3664643.345	5691644.573	610.14	610.19	-0.05
170	3664564.101	5691609.22	609.68	609.74	-0.07
171	3664627.697	5691593.728	611.02	611.09	-0.08

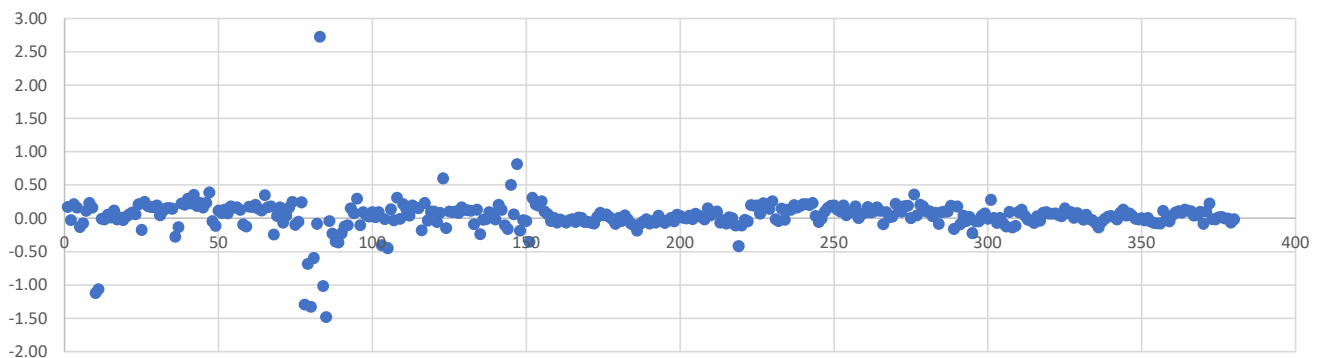
Survey Point ID	Y	X	Surveyed Elevation (FT - NAVD 88)	LiDAR Elevation (FT - NAVD 88)	Elevation Difference (FT)
172	3664595.613	5691536.586	610.53	610.50	0.02
173	3664651.719	5691531.407	610.86	610.78	0.08
174	3664621.308	5691480.107	611.13	611.08	0.05
175	3664700.268	5691514.688	612.32	612.26	0.06
176	3664688.527	5691547.175	611.19	611.16	0.02
177	3664730.457	5691527.051	612.66	612.67	-0.01
178	3664694.117	5691608.15	611.49	611.57	-0.08
179	3664672.35	5691657.291	610.45	610.44	0.01
180	3664733.938	5691529.241	612.61	612.65	-0.04
181	3664766.764	5691456.921	612.50	612.46	0.05
182	3664795.007	5691398.462	611.38	611.39	-0.01
183	3664799.504	5691558.091	611.94	612.01	-0.08
184	3664837.101	5691574.554	611.68	611.78	-0.10
185	3664806.114	5691648.58	612.72	612.90	-0.18
186	3664781.062	5691703.766	611.68	611.76	-0.08
187	3664865.428	5691512.961	613.07	613.12	-0.05
188	3664895.696	5691442.565	611.54	611.55	-0.01
189	3664891.402	5691598.892	612.35	612.43	-0.08
190	3664939.592	5691617.913	612.68	612.72	-0.04
191	3664537.28	5691820.099	610.15	610.21	-0.06
192	3664631.481	5691818.795	610.73	610.69	0.04
193	3664723.523	5691817.553	611.56	611.58	-0.02
194	3664813.559	5691828.458	611.66	611.73	-0.07
195	3664861.159	5691847.737	610.94	610.98	-0.03
196	3664313.457	5690455.952	614.23	614.22	0.01
197	3664325.664	5690367.747	613.46	613.50	-0.04
198	3664337.313	5690276.643	612.60	612.54	0.06
199	3664348.645	5690186.28	611.82	611.78	0.04
200	3664360.86	5690095.362	612.11	612.10	0.01
201	3664372.787	5690002.935	612.78	612.78	0.00
202	3664373.387	5689912.397	613.19	613.15	0.04
203	3664352.39	5689824.071	612.37	612.38	-0.01
204	3664321.886	5689756.932	613.96	613.89	0.07
205	3664400.938	5689714.385	613.20	613.16	0.04
206	3664486.36	5689710.868	612.26	612.24	0.02
207	3664571.774	5689742.509	611.42	611.44	-0.01
208	3664628.752	5689811.943	610.35	610.19	0.15
209	3664677.146	5689887.6	609.16	609.11	0.05
210	3664726.464	5689963.652	608.13	608.04	0.09
211	3664775.401	5690039.202	609.06	608.96	0.10
212	3664824.918	5690116.068	610.47	610.53	-0.06
213	3664873.491	5690191.415	611.64	611.67	-0.03
214	3664911.199	5690250.663	612.76	612.84	-0.08
215	3664870.211	5690336.201	614.48	614.46	0.02
216	3664835.935	5690418.716	615.53	615.52	0.00
217	3664800.926	5690501.749	614.51	614.61	-0.10
218	3664769.451	5690584.263	615.32	615.74	-0.42
219	3664748.807	5690645.089	615.72	615.83	-0.11
220	3664738.184	5690640.372	614.11	614.13	-0.02
221	3664651.889	5690605.724	614.94	614.99	-0.04
222	3664569.397	5690568.417	614.84	614.64	0.20
223	3664485.698	5690531.301	614.34	614.14	0.19
224	3664402.235	5690492.982	614.28	614.09	0.20
225	3664364.154	5690478.235	614.41	614.34	0.07
226	3664376.844	5690391.494	613.59	613.36	0.23
227	3664458.054	5690426.687	612.66	612.44	0.22
228	3664540.172	5690462.874	612.67	612.53	0.14
229	3664622.313	5690496.472	612.60	612.34	0.26

Survey Point ID	Y	X	Surveyed Elevation (FT - NAVD 88)	LiDAR Elevation (FT - NAVD 88)	Elevation Difference (FT)
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231	3664732.016	5690552.418	612.09	612.13	-0.04
232	3664766.034	5690464.623	613.91	613.76	0.15
233	3664686.568	5690429.924	611.68	611.70	-0.02
234	3664603.489	5690417.87	611.05	610.92	0.13
235	3664522.678	5690382.839	611.35	611.22	0.13
236	3664442.073	5690347.895	612.37	612.17	0.20
237	3664382.9	5690321.333	612.91	612.74	0.16
238	3664396.665	5690227.433	611.86	611.67	0.19
239	3664478.651	5690264.355	610.62	610.41	0.21
240	3664559.763	5690304.282	610.10	609.88	0.22
241	3664642.293	5690340.311	609.33	609.13	0.20
242	3664678.019	5690356.059	610.15	609.92	0.23
243	3664726.841	5690635.575	614.23	614.19	0.04
244	3664741.285	5690541.865	612.05	612.10	-0.05
245	3664706.754	5690450.99	612.42	612.42	0.00
246	3664677.231	5690352.642	609.94	609.84	0.10
247	3664658.501	5690259.637	608.86	608.71	0.16
248	3664648.965	5690163.662	608.54	608.35	0.19
249	3664619.812	5690075.894	609.16	608.97	0.19
250	3664566.369	5689996.751	609.81	609.67	0.14
251	3664491.663	5689941.144	610.78	610.67	0.11
252	3664409.335	5689922.697	613.20	613.01	0.19
253	3664716.396	5690369.921	611.23	611.18	0.05
254	3664791.952	5690400.205	613.68	613.59	0.09
255	3664829.589	5690318.248	612.71	612.59	0.11
256	3664744.084	5690285.092	610.84	610.65	0.18
257	3664694.764	5690269.779	609.29	609.29	0.00
258	3664614.902	5690249.507	608.09	608.03	0.06
259	3664528.255	5690192.129	608.98	608.90	0.09
260	3664450.258	5690155.204	609.96	609.79	0.17
261	3664405.405	5690136.222	611.92	611.83	0.09
262	3664419.004	5690046.708	611.68	611.57	0.11
263	3664503.208	5690080.908	608.70	608.54	0.17
264	3664586.213	5690117.063	608.84	608.72	0.11
265	3664673.292	5690155.465	607.73	607.81	-0.09
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267	3664844.603	5690236.07	612.13	612.11	0.02
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271	3664602.376	5690093.134	609.32	609.22	0.10
272	3664519.94	5690056.443	608.70	608.52	0.19
273	3664436.825	5690018.164	610.41	610.22	0.19
274	3664438.791	5689955.617	611.02	611.02	0.01
275	3664522.516	5689994.091	609.88	609.52	0.36
276	3664608.719	5690027.042	609.16	609.11	0.05
277	3664695.412	5690061.876	609.28	609.08	0.21
278	3664749.183	5690081.074	609.74	609.56	0.18
279	3664655.545	5689956.144	609.21	609.10	0.11
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285	3664526.998	5689809.054	609.50	609.40	0.10
286	3664582.552	5689809.299	610.96	610.85	0.10
287	3664521.567	5689739.486	612.16	611.97	0.19

Survey Point ID	Y	X	Surveyed Elevation (FT - NAVD 88)	LiDAR Elevation (FT - NAVD 88)	Elevation Difference (FT)
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293	3664429.493	5689727.809	613.16	613.13	0.02
294	3664983.44	5691883.329	605.25	605.47	-0.22
295	3665008.336	5691985.819	602.07	602.11	-0.04
296	3665022.946	5692098.665	599.90	599.94	-0.04
297	3665194.323	5692101.413	600.87	600.82	0.04
298	3665205.794	5692026.817	601.29	601.21	0.08
299	3665225.038	5691947.309	601.96	601.96	-0.01
300	3665508.256	5691828.941	599.60	599.32	0.28
301	3665629.348	5691980.102	599.09	599.08	0.01
302	3665654.681	5692083.27	600.16	600.23	-0.07
303	3665865.856	5692075.484	600.13	600.13	0.01
304	3666128.421	5692047.417	601.56	601.64	-0.08
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306	3666290.119	5691877.175	601.25	601.16	0.10
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313	3663214.209	5690320.936	611.96	611.99	-0.03
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321	3663151.368	5689662.616	608.39	608.32	0.07
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328	3662993.733	5689492.03	609.69	609.61	0.08
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330	3662890.407	5689662.021	609.66	609.67	-0.02
331	3662816.608	5689725.21	610.47	610.42	0.05
332	3662733.901	5689777.223	610.95	610.96	-0.01
333	3662660.829	5689832.721	610.20	610.23	-0.03
334	3662580.914	5689896.032	610.34	610.41	-0.07
335	3662526.842	5689940.404	610.81	610.94	-0.13
336	3662582.557	5690015.917	610.54	610.59	-0.05
337	3662639.961	5690089.156	610.57	610.57	0.00
338	3662697.226	5690160.677	610.83	610.80	0.03
339	3662757.736	5690236.519	611.70	611.66	0.04
340	3662810.314	5690311.809	612.03	612.01	0.02
341	3662775.454	5690386.152	611.06	611.07	-0.02
342	3662702.708	5690443.139	610.50	610.41	0.09
343	3662632.619	5690503.606	610.67	610.53	0.13
344	3662560.316	5690562.968	610.35	610.31	0.04
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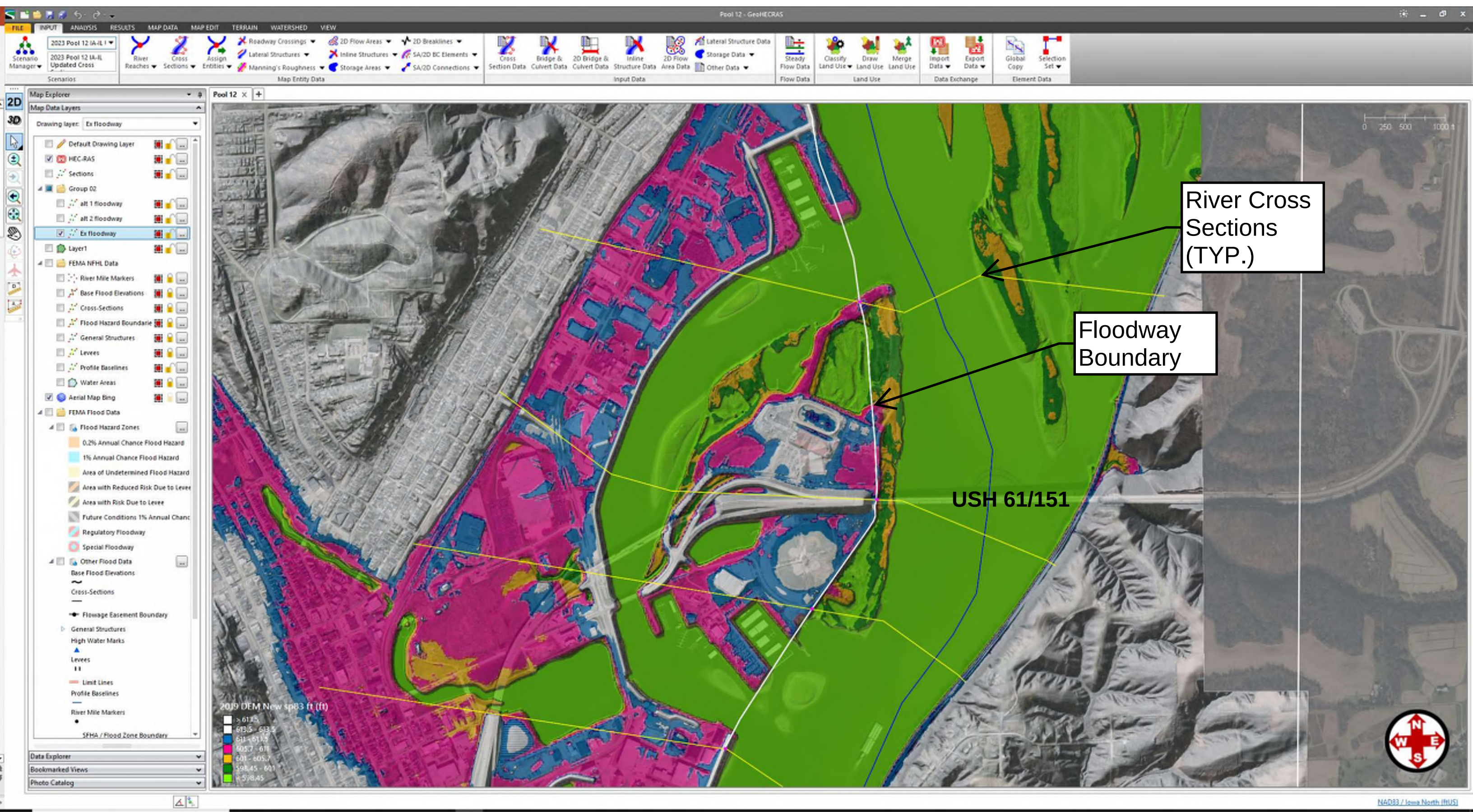
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347	3662483.118	5689973.655	611.71	611.72	-0.01
348	3662406.409	5690034.695	612.49	612.51	-0.02
349	3662336.262	5690094.477	612.79	612.79	0.00
350	3662264.369	5690151.14	612.69	612.71	-0.03
351	3662192.498	5690207.595	612.44	612.44	0.00
352	3662120.278	5690264.146	612.24	612.29	-0.05
353	3662048.381	5690321.435	611.58	611.65	-0.07
354	3661978.696	5690376.862	611.63	611.70	-0.07
355	3661904.844	5690431.299	611.24	611.31	-0.08
356	3661824.164	5690392.198	611.12	611.01	0.11
357	3661778.959	5690312.503	610.67	610.68	-0.01
358	3661781.817	5690221.928	610.32	610.36	-0.04
359	3661851.188	5690161.524	610.47	610.43	0.05
360	3661922.527	5690105.615	610.59	610.50	0.09
361	3661991.231	5690051.09	610.47	610.36	0.11
362	3662061.596	5689994.768	610.41	610.32	0.09
363	3662129.183	5689940.222	610.44	610.31	0.13
364	3662196.349	5689882.153	610.17	610.06	0.12
365	3662261.815	5689821.435	610.30	610.19	0.11
366	3662327.209	5689765.481	609.84	609.80	0.04
367	3662388.912	5689711.869	609.42	609.37	0.05
368	3662432.302	5689772.088	609.49	609.39	0.10
369	3662468.855	5689856.273	609.34	609.42	-0.08
370	3662453.829	5689652.527	609.48	609.37	0.11
371	3662546.544	5689623.525	609.67	609.45	0.22
372	3662628.595	5689599.612	609.60	609.61	-0.01
373	3662661.061	5689516.353	610.11	610.12	-0.01
374	3662702.889	5689437.1	610.06	610.04	0.02
375	3662761.707	5689373.269	610.19	610.17	0.02
376	3662842.653	5689336.59	609.86	609.86	0.00
377	3662921.458	5689294.362	609.55	609.55	0.00
378	3663005.693	5689280.729	610.95	611.01	-0.07
379	3663048.068	5689359.792	610.97	610.98	-0.01

Plot of Lidar and Survey Elevation Differences

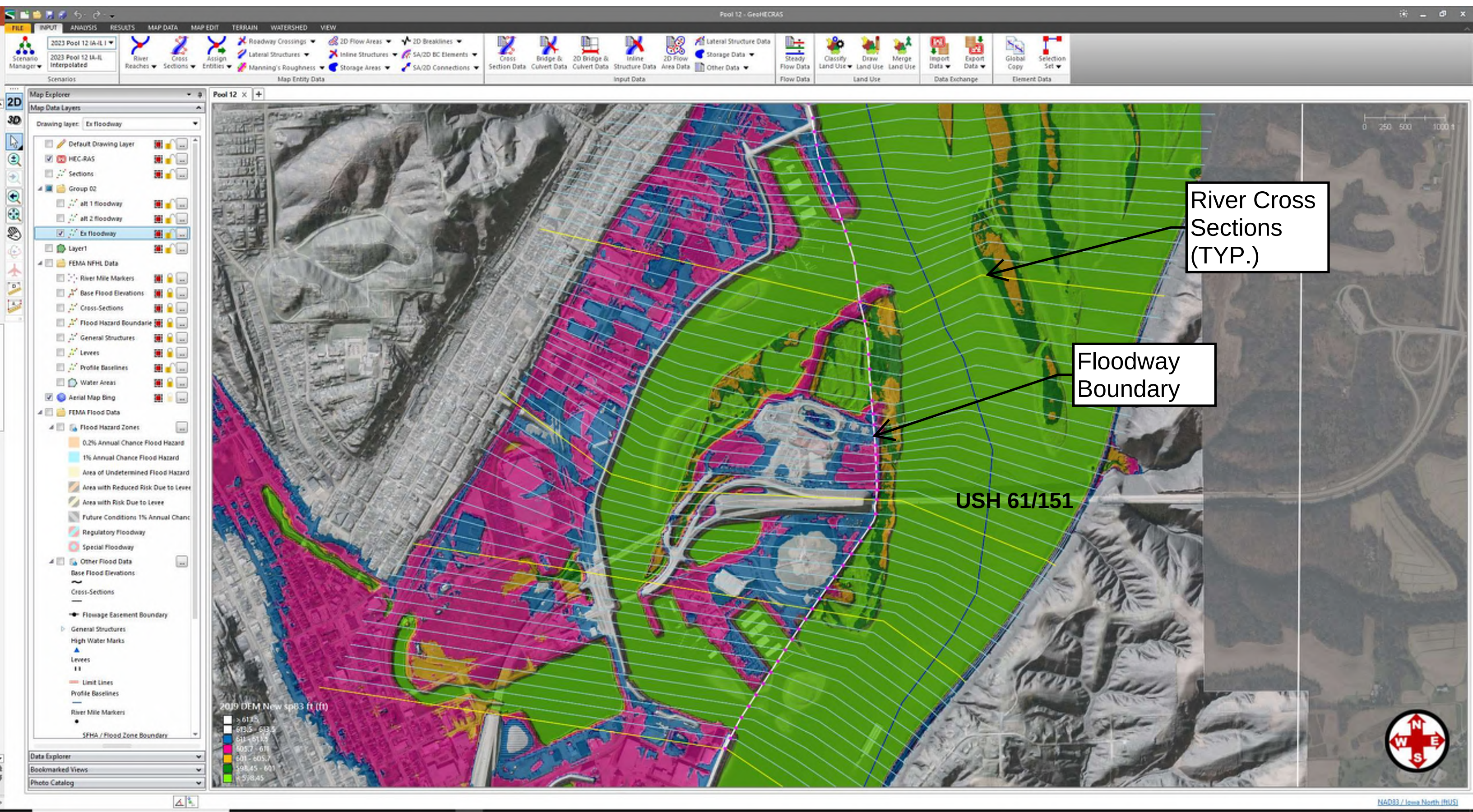


APPENDIX B
GRAPHIC EXHIBITS OF FLOODPLAIN DEVELOPMENT ASSESSMENTS

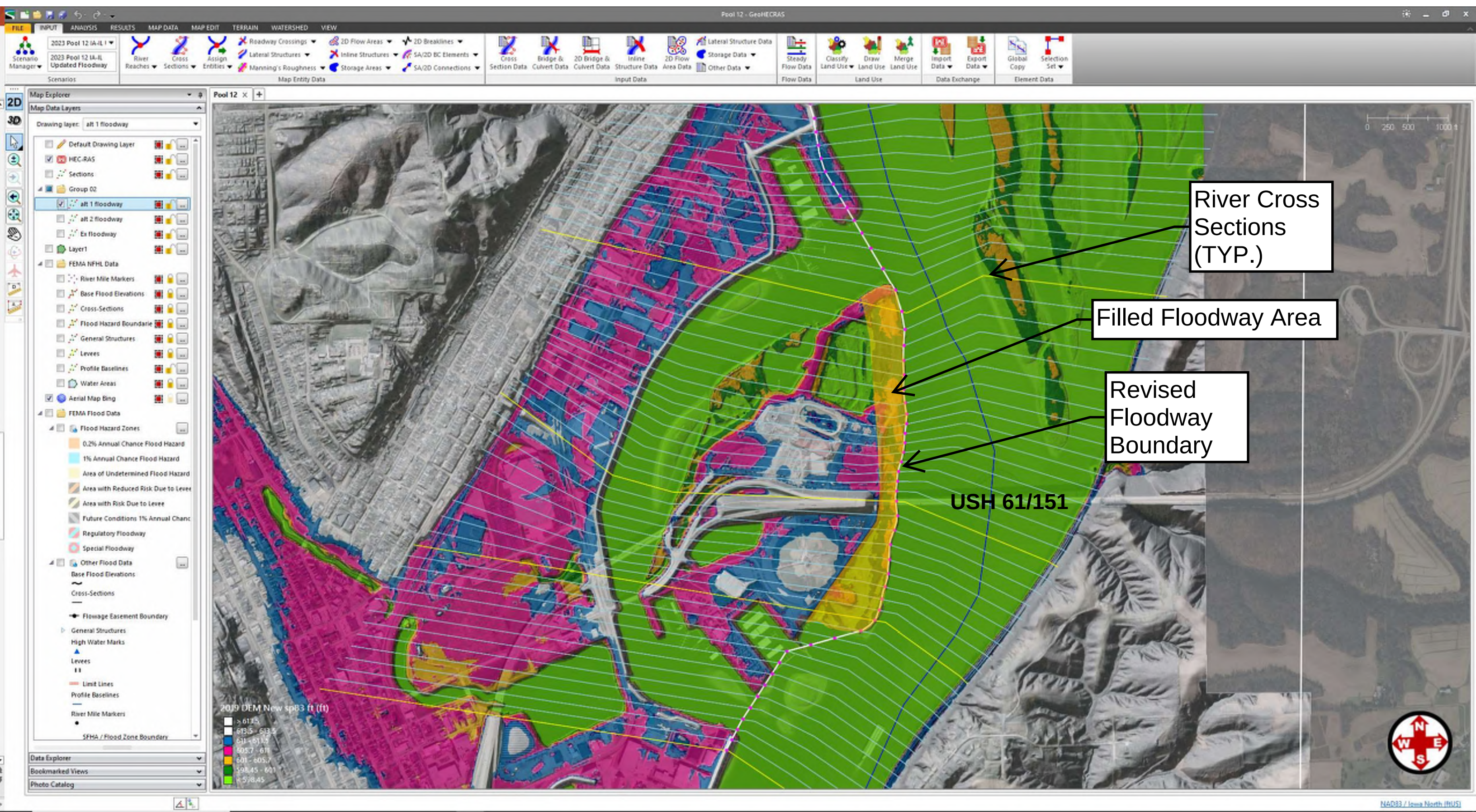
Existing Conditions - Mississippi River Floodplain Model Cross Sections



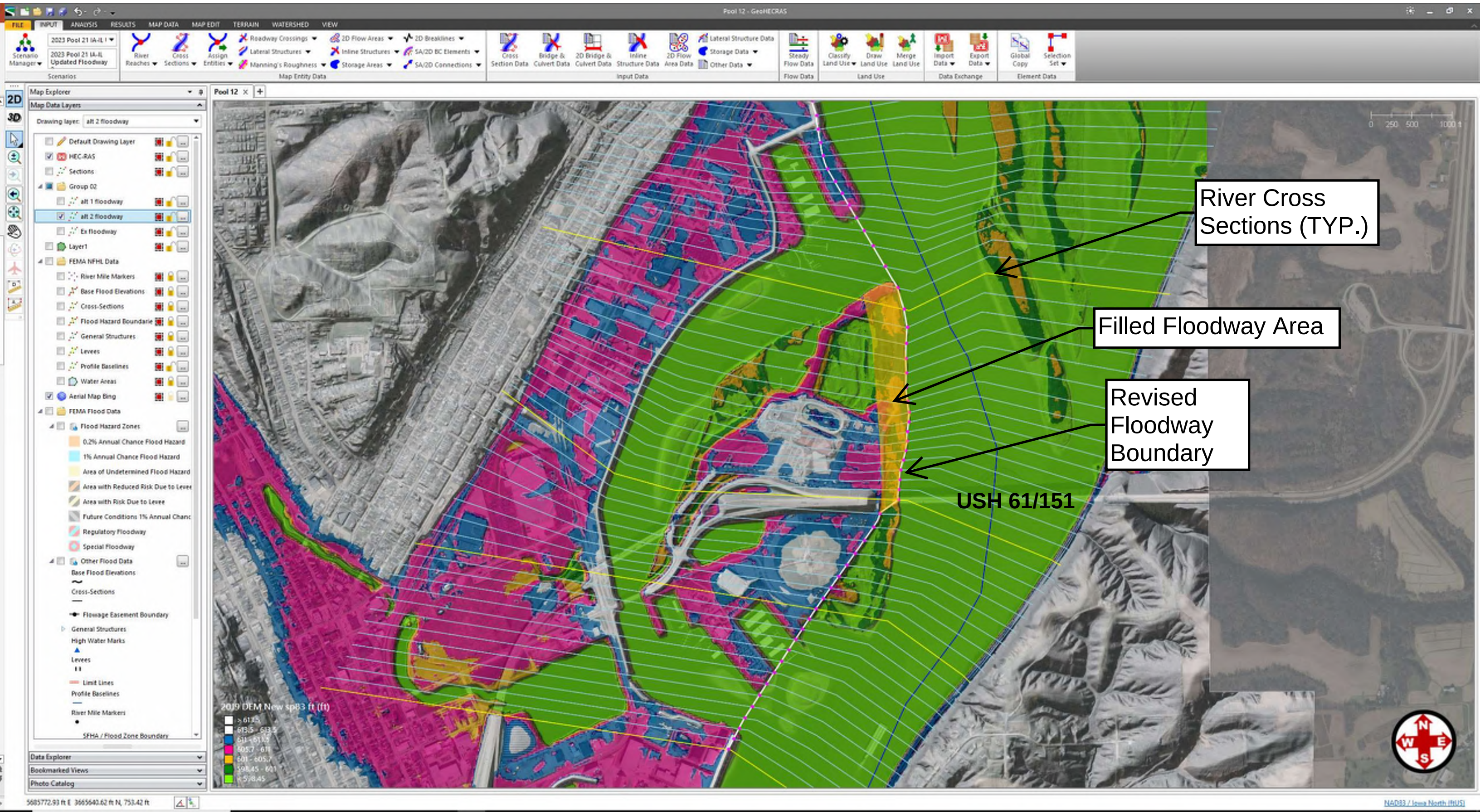
Existing Conditions - Mississippi River Floodplain Model Cross Sections, w/ Added Intermediate Cross Sections



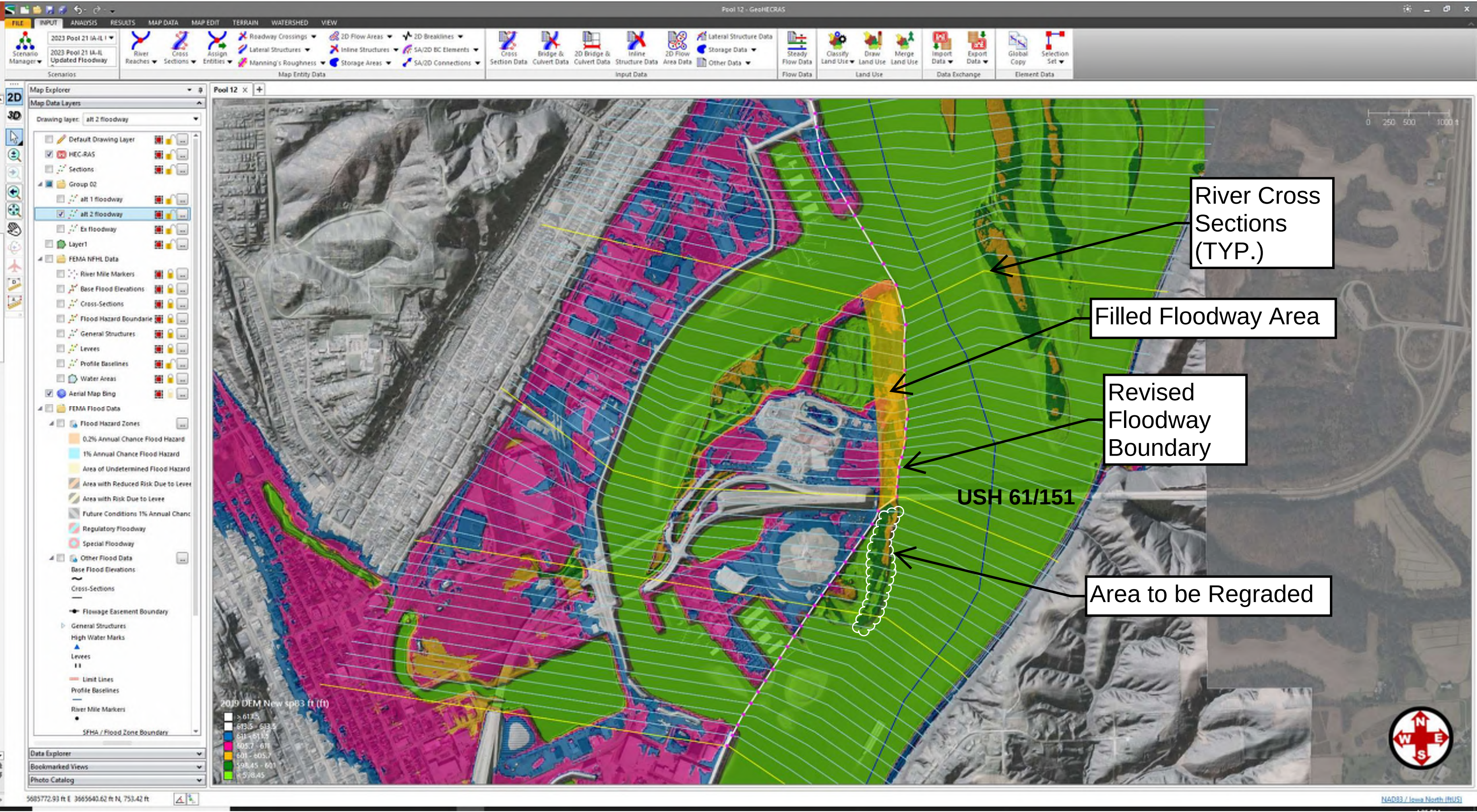
Development Scenario 1 - Fill Entire Floodway Along the East Side of the Island



Development Scenario 2 - Fill Entire Floodway Upstream of USH 61/151



Development Scenario 3 - Fill Entire Floodway Upstream of USH 61/151 and Perform Minor Regrading South of USH 61/151 to Offset Minor River Flood Elevation Increases



Chaplain Schmitt Island Hwy 151 Bridge Placemaking Opportunities

November 8, 2017



Agenda

Agenda

1. Review Vision and Design Objectives
2. Review Design Experience With Respect To LED Lighting Technology
3. The Power of Placemaking Utilizing Dynamic LED Lighting
4. Review Relevant Case Study Images
5. Review proposed concepts
 1. Base (Ground) Mounted Fixtures - Both Static Color and Dynamic RGB
 2. Addressable Node Cable Strand Lighting – Dynamic RGB
6. Island Connection
7. DOT Feedback
8. Costs

Vision and Mission

Vision: Dubuque's Gateway to Entertainment and the Mississippi.

Mission: Create - Through Dynamic Lighting Design – The Point of Arrival to Dubuque's Unique Entertainment Destination.

Scope Review

- **Collect Background Materials**
 - The RDG team will pull together the existing bridge plans and elevations that were developed for the construction of the existing highway and bridge structure.
- **Case Study Overview**
 - The RDG team will prepare two - three case studies of relevant projects to understand the lighting program, application and construction costs.
- **Regulatory Review**
 - RDG will meet with representatives of the Iowa DOT to understand the parameters and any specifications that may impact the design or construction process.
- **Lighting Scenarios**
 - Using these themes identified within and during the existing placemaking plan, the RDG team will develop two potential lighting scenarios that includes the following:
 - Scenario One – The combination of static LED white light fixtures to highlight the bridge suspension cables and static LED color fixtures to accent the “bowstring” bridge steel structure.
 - Scenario Two – The use of dynamic, programable LED RGB color changing fixtures to accent both the suspension cables and accent the “bowstring” bridge steel structure.
 - Construction Costs. RDG will prepare an opinion of costs for both options.
- **Lighting Scenario Presentation**
 - RDG will present the scenarios to the Chaplain Schmitt Island Task Force to receive input and direction. Using this feedback, RDG will prepare a meeting summary and recommended scenario to advance into an illustration showing the lighting scenario.
- **Final Deliverables**
 - RDG will Prepare one illustration that shows the lighting concept for use in promotional materials and a summary memorandum.

Context View

From Downtown Dubuque



(Existing Iowa DOT As-Built Drawings)



Aerial Context



The Power of Place

Dynamic Programmable LED Lighting



Image Concepts / Design Drivers

Bai-Chay Bridge – Cura Luc Bay, Viet Nam



Bai-Chay Bridge



Suramandu Bridge – Madura, Indonesia



Suramandu Bridge



Suramandu Bridge



Busan Harbor Bridge – South Korea



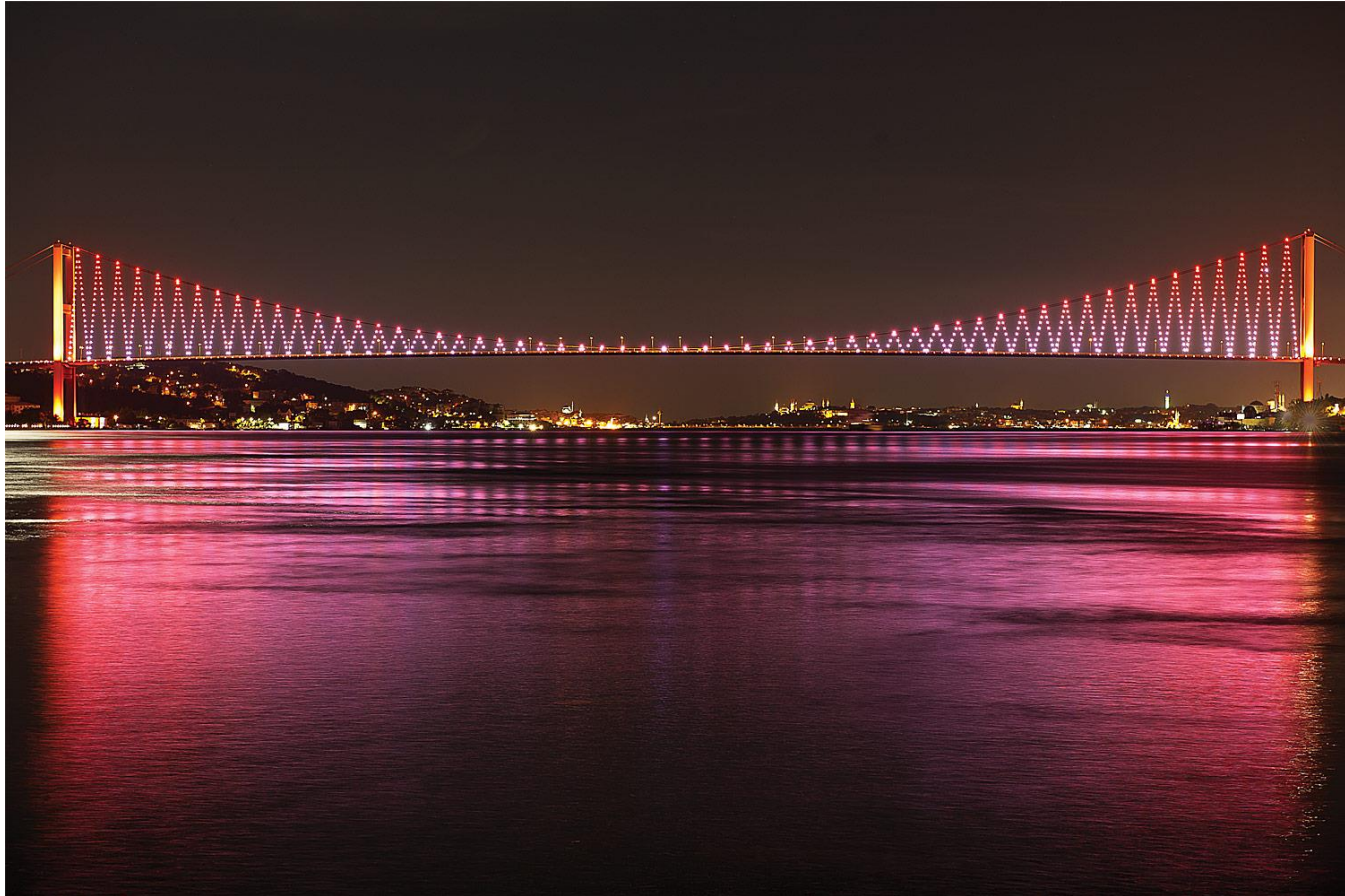
Busan Harbor Bridge



Busan Harbor Bridge



Bosphorus Bridge – Istanbul, Turkey



Bosphorus Bridge



Bosphorus Bridge



Oakland – San Francisco Bay Bridge



Oakland – San Francisco Bay Bridge



Oakland – San Francisco Bay Bridge



Oakland – San Francisco Bay Bridge





Preliminary Concepts

Bridge Cable Assembly RGB Programmable Uplighting



Bridge Cable Assembly RGB Programmable Uplighting



Bridge Cable Assembly RGB Programmable Uplighting



Bridge Cable Assembly RGB Programmable Stranded Nodal Lighting



Bridge Cable Assembly RGB Programmable Stranded Nodal Lighting



Bridge Cable Assembly RGB Programmable Stranded Nodal Lighting



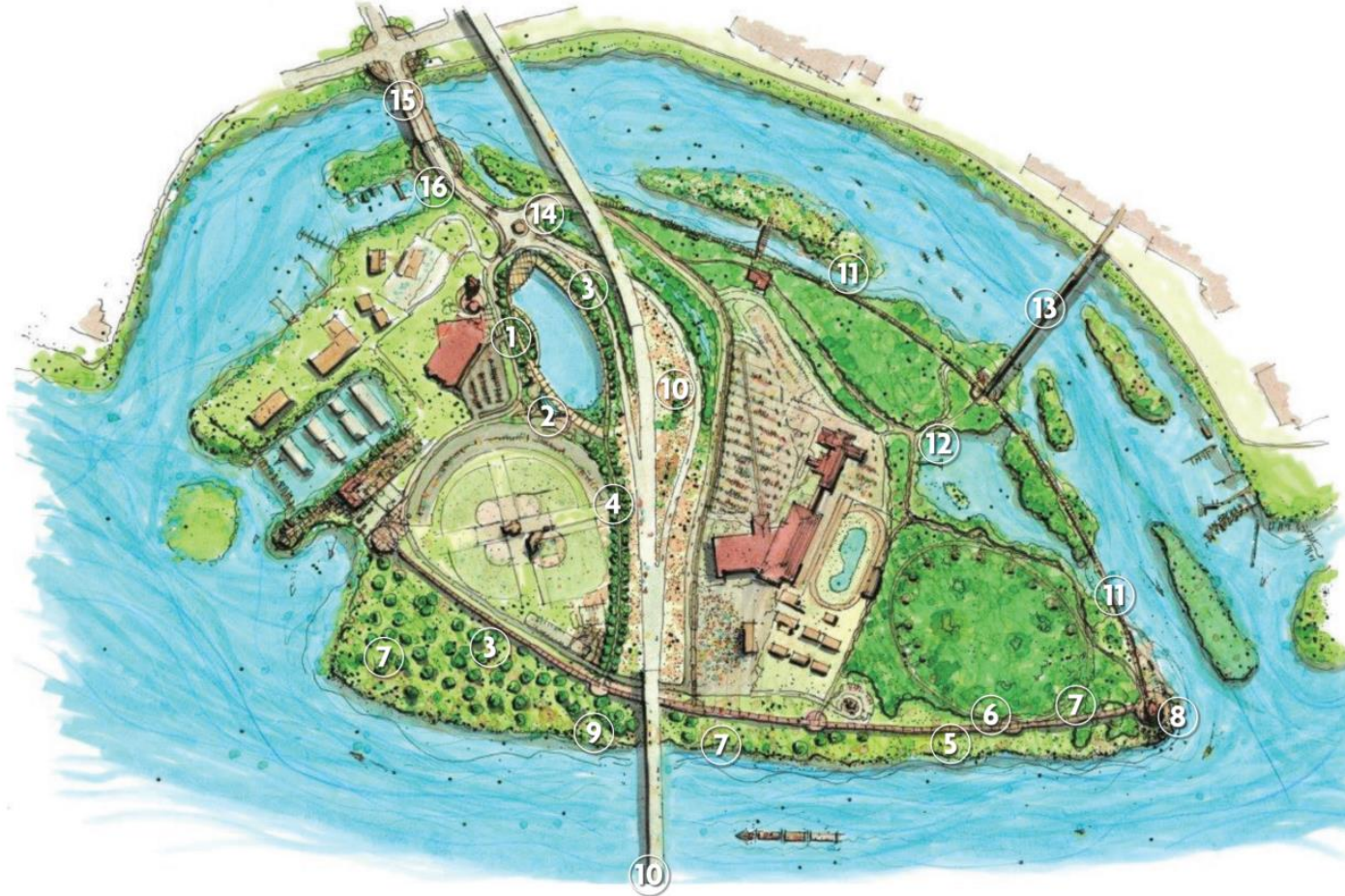


Island Connection

Island Connection



Island Connection



KEY

Veterans Pond

- 1. South Side Improvements
- 2. Fountain
- 3. Trail and Screening
- 4. Trail Connection

Eastern Gateway

- 5. Island Boardwalk
- 6. Wetlands
- 7. Ecological Restoration
- 8. Recreation Tower
- 9. Splash Pad
- 10. Highway 151 Bridge Lighting

Peosta Channel

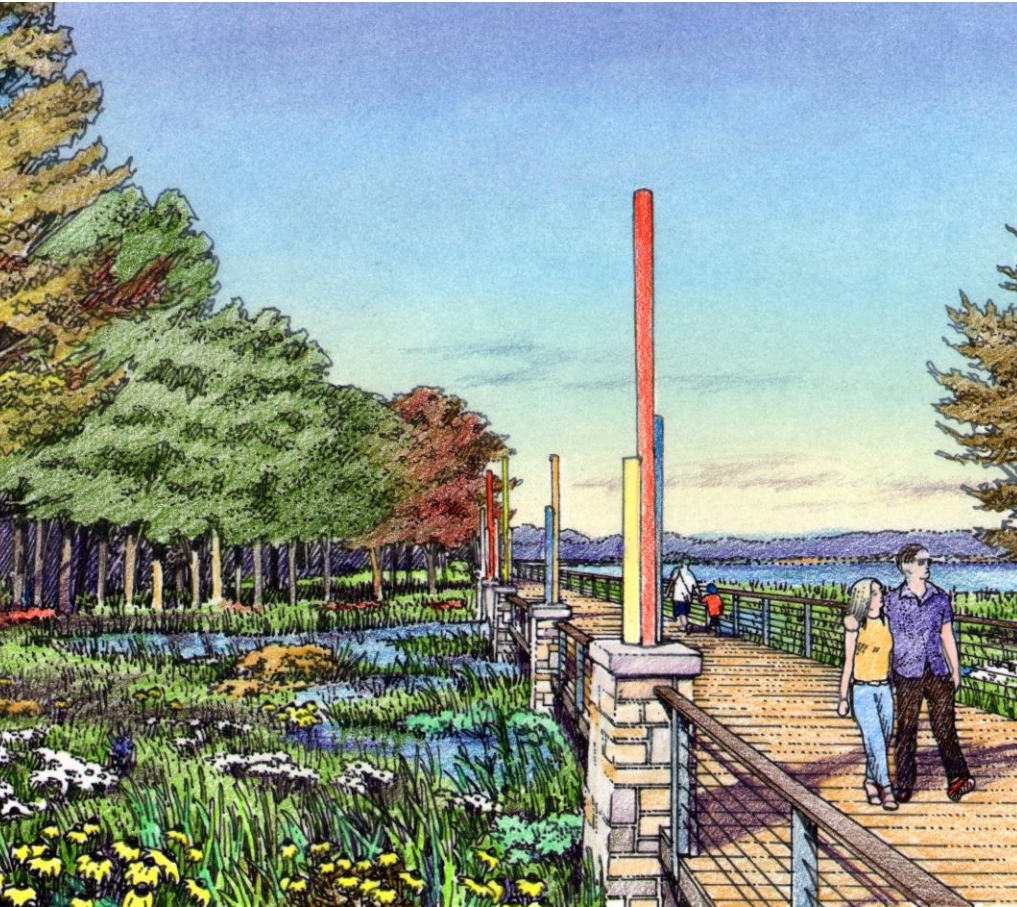
- 11. Trail and Boardwalk
- 12. Recreation Improvements
- 13. Pedestrian Bridge

Western Gateway

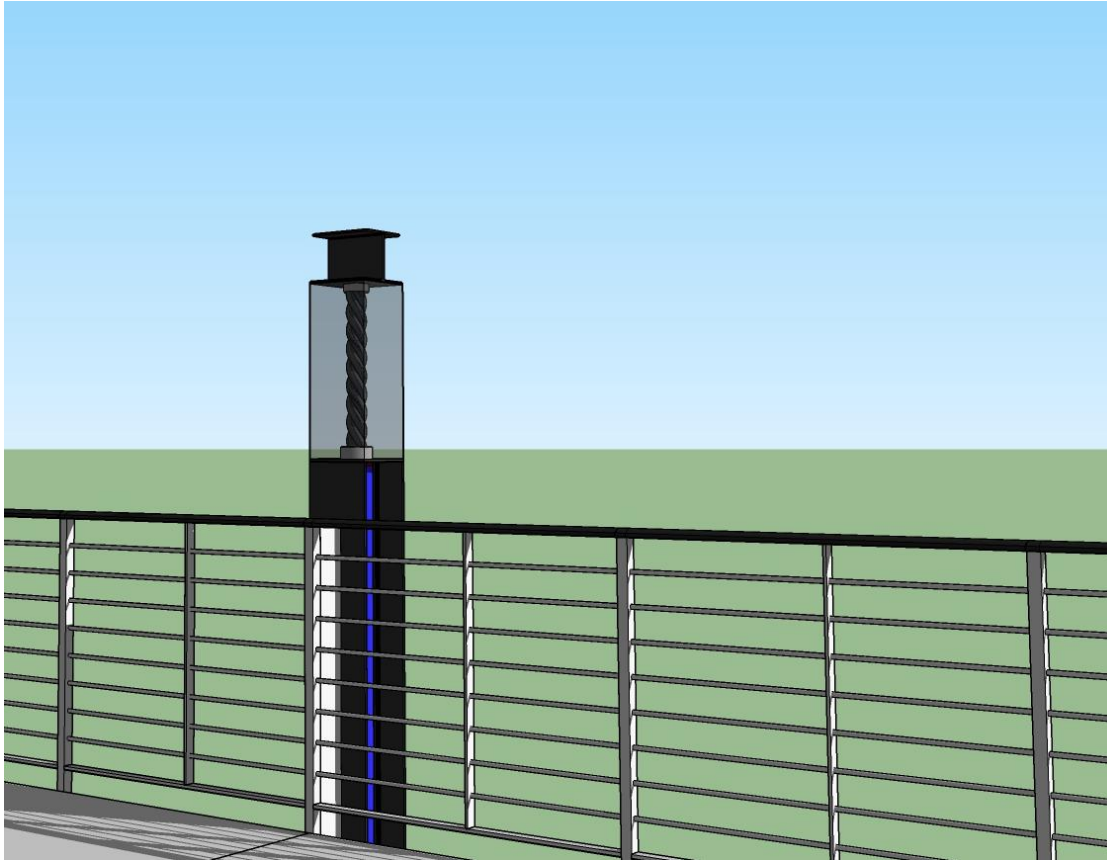
- 14. Roundabout
- 15. 16th Street Bridge Improvements
- 16. Overall Island Improvements

NORTH ➤

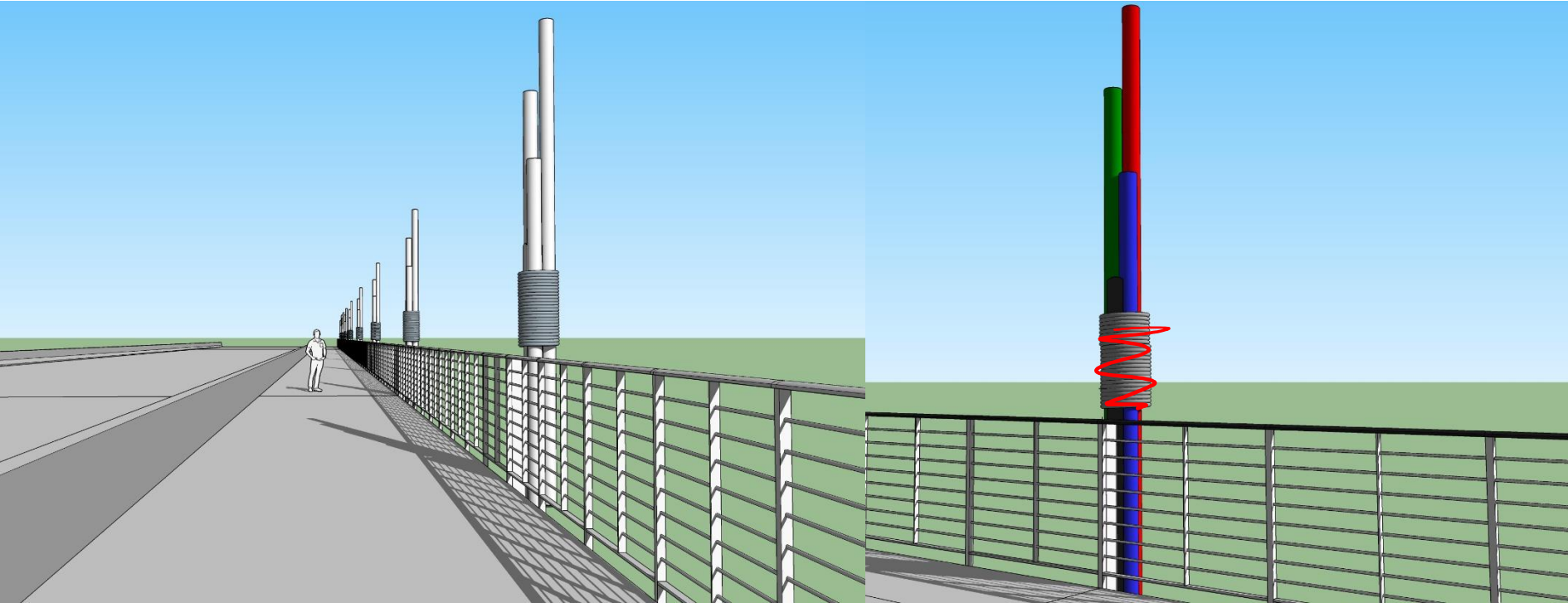
Island Connection



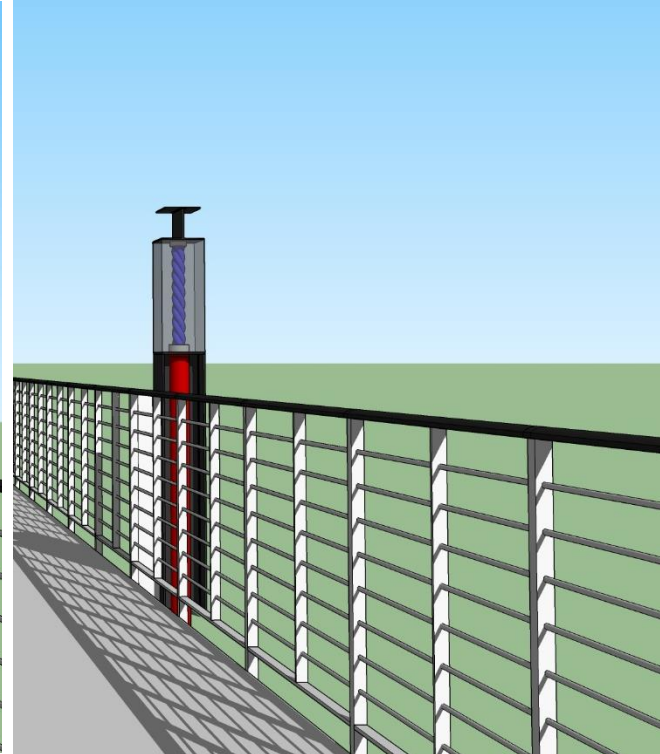
Island Connection



Island Connection



Island Connection





Iowa DOT Feedback

Iowa DOT Feedback

- Discussed Improvements with Mike Todsen, Iowa DOT – Ames IA
- Iowa DOT has Jurisdiction on the Bridge, shared ownership with Wisconsin
- Iowa DOT worked on bridge lighting in Lansing and Muscatine
- Considerations:
 - Improvements must be owned by the City
 - Require an annual inspection for any connections
 - Cannot drill into structure
 - Require a simple permit (example from Muscatine is being sent).



Preliminary Costs

Preliminary Costs

1. Construction Cost Range \$2,100,000 – 2,125,000

Total Project Costs \$2,688,000 – \$2,720,000

(includes permitting, contingency, design and commissioning)



Next Steps

Next Steps

- Review Concepts to Develop Preliminary Cost Estimate
- Seek Preliminary Schematic Design Review and Approval with Q-Casino Stakeholders & City of Dubuque
- Review Preliminary Design Impacts with Relevant Agency Stakeholders
- Develop Promotional materials

Create. Meaning. Together.

Chaplain Schmitt Island Development Plan Public Comments

Comments Received from 10/30/2024 – 11/26/2024

Submission Date	First and Last Name	Address	City	Comments
10/30/2024 15:06	Chris schultz	2707 north grandview	Dubuque	Please move forward with the plan. For Dubuque to have a destination area would be great. The Q is making major improvements, and they have been doing ewvrything right. The concert series they have is talked about regularly outside of Iowa. The crew they have with Alex, Brian and Chuck, and many others, are a credit to our city. I fully support the efforts there!
10/30/2024 15:25	Ben Schildgen	2178 St. Celia	Dubuque	I really think there would be better areas in the community to spend the money for something that is only used for part of the year. The infrastructure alone to handle the traffic and you would probably need another overpass of the train tracks. If traffic is to burdensome, people will stay away.
10/30/2024 17:54	Karl Christianson		Dubuque	I think using this island to make either more housing options or commercial is not a good idea. Part of the place parts of Dubuque is our natural beauty, I, for one do not want to see this plan move forward. We haveother spots, other developments. Please leave this one alone!
10/30/2024 17:54	Karl Christianson		Dubuque	I think using this island to make either more housing options or commercial is not a good idea. Part of the place parts of Dubuque is our natural beauty, I, for one do not want to see this plan move forward. We haveother spots, other developments. Please leave this one alone!
10/31/2024 9:57	William Peterson	2550 Marquette Pl	Dubuque	A fitness trail would be a great outdoor place to get in a workout with fresh air.
10/31/2024 12:57	Kelly Fagan	3189 Kaufmann Avenue	Dubuque	While I like the idea of another splashpad in town, an area that is prone to flooding and difficult for kids to get to on their own doesn't make sense. How many months of the summer can the splashpad actually be open if it is under water? What is the cost of upkeep and repair going to be for the plumbing underground, plus the above ground structures when they are subject to frequent flooding?
11/1/2024 0:34	Terry Demmer	4935 Wild Flower Ave	Dubuque	- Seems to be cramming WAY too much stuff into a small space. The artist renderings are way too much... way over the top and just always seem to be more elaborate than the last. I think this is probably the 7th iteration of this project that I've seen in the last 8 years. Each one becoming more unrealistic than the previous. Highway 151 looks like a luxury boulevard. The Peosta Channel looks like a Miami style Mardi Gras party is breaking out. None of this is remotely realistic and certainly should be taxpayer funded for commercial development. - Condos should NOT be allowed on the island. Not ever. Period. Especially if we are practically giving away prime real estate with great river views on the old Bowling & Beyond location to build even more affordable housing/apartments. Bet those luxury condos that AJ Spiegel wanted to build in the past in some of the worst locations... aren't looking so bad now given the available real estate scattered all over the downtown area that similar buildings could be built. Today's cheaply built affordable housing (managed by out of state corporations that prey on their low income tenants) is tomorrow's ghetto. - Is the plan to evict Catfish Charlies? All the artist renderings seem to just erase anything that is in the way instead of working with the private businesses (that pay taxes, employ citizens, and are occasionally profitable) to see what they need or how to include them into the planning. - I like the idea of a real amphitheater... unless it is going to be dug down into a potential flood zone and underwater after 1/4" of rain. I have noticed that the last 3 versions of this amphitheater have changed considerably, and diminishing in size. Are any of these plans actually being considered or should I just wait for the new design next year? - Recent plans announced to cram a "Top Golf" type of venue over the old dog track next to a new hotel that is crammed between the existing hotel and the Q-Casino and a new amphitheater. Has nobody noticed that just a few blocks away there are acres and acres of vacant land at the old Pack site that have been languishing for decades now. Large enough to develop a properly sized venue for a Top Golf, or whatever, with great visibility from the highway and a short walk from both the Millwork District AND Schmitt island AND not in a potential flood zone. - The goal I keep hearing is to make Schmitt Island "a destination" withing Dubuque... Why should taxpayers subsidize trying to make the island the "only" destination in town when there are a number of other areas that are also great destinations but are left completely out of this narrow minded focus? - Parking on Schmitt Island is atrocious for events and it's going to get even worse. Parking on one side of the island and then having to walk around is dangerous. No sidewalks. Terrible lighting under the Wisconsin bridge is unsafe for pedestrians traversing around the island. Shuttles don't work because they just get caught in traffic. If we were able to find a way to bore a pedestrian tunnel under railroad tracks at the Bee Branch... boring a tunnel under the highway should be easy-peasy and with considerably less red tape. - Did I mention parking on that island is atrocious? Has anyone ever realized that if you are at a hockey game and you get stuck parking over by the vets memorial.... there is one way in and the same way back out. Getting out of that end of the lot is next to impossible and has only gotten worse with the expansion of the memorial into the parking lot because some architect had a lifelong dream to create a large Fibonacci spiral on the ground, which I know of no relevance or symbolic meaning to Veterans. Couple of additions to the island that were somehow missed in this boondoggle of a plan... - How about building a few roller coasters on the island or perhaps a ferris wheel. - A carnival and a large scale petting zoo. - A massive indoor pool! - Daily parades with elephants, a dog and pony show, and maybe a few dancing panda bears. - Maybe a half dozen round-a-bouts. on streets that have little or no traffic.

				- A Monorail! - A few car washes, a credit union or two, 3-4 mexican restaurants all with the word "Margarita" somewhere in their name, and an empty strip mall. - A parking ramp... No, better yet... TWO parking ramps and both will be underutilized. What I'm saying is that you are trying TOO hard to do TOO much with an area that isn't nearly the problem as what the money hungry developers (who are far too eager to line their pockets with more taxpayer funded projects) are trying to portray it as! There is such a narrow focus on a few acres of land that is propped up out of the river by a former garbage dump. Yet other areas of this city continue to decay. Kerper Blvd is a desolate relic of past industry. The River Museum exhibits are under constant updates but the quality of some of the updates when completed is abysmal (see the recently "redone" erosion table... Or that beautiful plywood sided tank for paddlefish. Or the sterile wooden box home for a few raptors or owls outside. Or how about the historic William Black moored in the ice harbor that looks more like an actual floating garbage dump of rotting wood and peeling paint than a historic vessel. Based on the track record, I can't wait to see how badly built the new otter exhibit is going to be!). Five Flags is no better now than it was 20 years ago. unless it has actually found it's new calling as a pickleball court. The new dock for excursion boats at the river walk... still hasn't happened. The original planned round-a-bout at Asbury & University (where a round-about is ACTUALLY needed)... likley forgotten when it should be relatively simple. Eagle Point Park needs serious attention to restore buildings but also to modernize them and make them desirable for renting. The north end has crumbling buildings and concrete relics of foundations. The "South Port" has had about a half dozen iterations of costly development studies. The added 2 lanes for the Julien Dubuque bridge never happened... but the businesses in the way were quickly forced out for yet another project that was never completed. Half of the office space or more in downtown is sitting completely vacant. We hear endless discussion about converting Central avenue into 2 way streets as THAT is entirely what will make businesses there successful (if the population doesn't see a heavy need for something and surveys says it's 50/50, is there actually a problem and is changing the direction of a few cars and spending a lot of money reconfiguring streets and infrastructure really going to solve the real problem? Our city parks and playgrounds are not being maintained. The shot tower is a national historic landmark and yet there are zero plans to tie it to the river walk area and make it more accessible. The Millwork area according to some of the beautiful artistic renderings, originally had a beautiful city park planned in the middle... then we built a parking ramp in it's place before the park could ever happen. Our airport terminal... a beautiful project with all the modern updates.. now if only we could actually use it for consistently boarding and deboarding planes (plural) like the ones that were shown in the pretty architectural drawings. If there is one thing this town is good at... it's hiring consultants and architects to draft up expensive lengthy reports, loaded with extravagant pretty pictures showing full grown lush trees and green spaces (which are really parking lots in disguise) and immaculate landscaping. The wonderful reports will include a bunch of generic photos of stuff from cities with well over 10x our population, and create larger lists of pipe dreams that never happen. Dubuque is a place where we dream of things so big and so costly, that the costs can never be justified. Because of that, real progress rarely happens. Our ambitions are always on a massive grand scale, wiping out entire areas and starting from a clean slate. We manufacture false problems in places like Schmitt Island and try to sell the public on expensive solutions. What we really need is to look at a few of the real priority problems. Solve them on a manageable scale, and then do it again, and again. Year after year. It may not be massive and grand in scale, but at least we would actually be DOING something that could be called progress.
11/1/2024 11:14	Jared McGovern	12451 Oak Brook Place	Dubuque	Amazingly well thought out and visionary. Thank you! 1. I love the idea of and Education Outpost on the Island connecting the community directly to the Mississippi River and the Upper Mississippi River Wildlife and Fish Refuge. 2. The forest restoration and additional access plans are inspirational. 3. The observational tower, the hotels, the walking trails, the campsite and cabins combined with create the birding basecamp for the Dubuque area and ideally lead to the creation of a formal birding trail in the tri-states. There is big money here and birding is one of the entry points into nature connection activities that is equitable and accessible to all. 4. Please prioritize the additional pedestrian access and public fishing access. With the new affordable housing development being built on the former Bowling and Beyond site we this access will make the islands natural resources and amenities even more accessible to Dubuque residents. 5. The responsible use of public funds in this endeavor is a testament to the leadership and committed residents in Dubuque. Public, Private Industry, Charitable Non-profits, Investors, Developers, all coming together around a common vision. Alex Dixon. Thank you for being such a powerful and dedicated ambassador for Dubuque. 6. "Dubuque deserves nice things" (Alex Dixon). This plan, this investment into the recreation, entertainment, river access, and tourism attraction will retain and attract a diverse, and talented workforce to Dubuque and will compliment the investments already made in our community and those currently underway. 7. The only addition I would make to this plan is the addition of an indoor sports complex that would expand the ability for the island to attract youth athletic events year round and when the education outpost opens and the public fishing spaces are built that you focus on activating the island all four seasons. What does winter recreation look like on Schmitt Island!
11/1/2024 20:58	Adam Riegler	2626 Glenview Circle	Dubuque	This is an incredibly ambitious project and so many amazing ideas have been proposed! One thing I hope can be incorporated into the whole masterplan is rebuilding the skate park that has long called the island home. As a lifelong Dubuquer and skateboarder, I practically grew up at that skate park along with so many other people in the Dubuque action sports community. There is a large group of people that would be more than willing to do whatever it takes to make sure this little piece of "paradise" can be saved, improved upon or even rebuilt entirely. Look no further than local events such as Bloktoberfest, or the recently expanded Olliewood Action Sports indoor facility on Cedar Cross Rd just to see how passionate the people in this community are about action sports. I just wanted to voice my support for this specific feature of the island and hope it can find new life within the entire project. This new gateway to Dubuque is going to be a jewel for years to come!

11/3/2024 7:39	Rickey Carner	2003 washington street	Dubuque	Hello, our family is season ticket holders for the Fighting Saints. I don't think an apartment complex should be placed next to the rink. Parking is a big issue. The players should have their own parking closer to the building. They shouldn't have to share with the fans. I know extra parking is in the plans, but I feel the apartment complex would be a better use of space for parking for the rink and the Hotel that you want to put next to the rink. I feel that on 16th street is a big open field to build the apartment complex. It would be a great use of that space. In my opinion. Thank you for you time, Rickey Carner
11/4/2024 11:29	Susan Price	653-1/2 White St	Dubuque	This is all merely food for thought. Concerning the Apartment Building 1) Why apartments? Why not condos which typically have greater emotional investment from residents? 2) Tuck Under Parking - great to avoid another surface lot, even if not fully underground. 3) This is basically a "luxury building" for Dubuque if the idea is "the complex would be expected [sic] to balance high enough price points to maintain a rate of return that supports the development." 3) Only 3 levels? Only 72 units? Seems small for a luxury development on the waterfront. 4) No rooftop deck, no fitness center? Seems odd to not have these amenities in any new residential development of this size these days. 5) This is a pretty isolated residential development. Where do residents buy groceries, since there is minimal on nearby mainland. Is there a facility on premise for delivery of packages, including groceries and other perishables? What kind of security is there, is any door personnel planned or can anyone just walk in with a code? 6) AirBnB is allowed? From the outset? Who would own these units to AirBnB them? To allow AirBnB in this public manner directly conflicts with the City's housing shortage that is already heavily and negatively affected by AirBnB and similar. People who live in large residential buildings increasingly have negative views of units being used solely as short-term rentals: they want quiet neighbors who live there and care what happens there next month. 7) On quiet neighbors, it seems that developers do not always take soundproofing seriously enough, even in new luxury buildings. Just saying. Concerning Destination Play 1) How much will a day pass or monthly pass cost? Cool indoor facilities in metropolitan areas can easily charge \$30 per child for two hours and must be accompanied by at least one adult (often additional charge for second adult). 2) How will this impact small businesses offering similar services in Dubuque? Tax Status How much of this entire development is happening under the aegis of a "non-profit" that is being used as a business model while it enriches directors, CEOs, and similar while taking funding from non-profits offering social services and similar? Many area "non-profits" offer housing, recreational, and entertainment services that compete with small businesses with traditional tax statuses, putting the latter at financial disadvantage in this community because they cannot charge for the true cost of services. Further, the employees of these area "non-profits" often struggle to survive while their directors are thriving (to be clear, no one should have to struggle). Real conversation: "They've not given you the raise they said they would nine months ago, still?" - "Well, they keep telling me they will. It is a non-profit after all" - "You are struggling to survive. What kind of car does your director drive? You think he's struggling? We both know he's not." Again, just food for thought.

11/10/2024 14:49	Christopher Bechen	2001 Shiras Ave	Dubuque	I cannot believe the amount of excessive, wish-list style ideas and improvements that's being focused on an island in the floodplain that was a former landfill. I support ecological restoration, and private development that is undertook through private funds. Treehouses? New bridges? Fancy playgrounds? Let's be down-to-earth with these items. The city is just trying to project itself onto the island, as it has done at many points in history, rather than letting the island be what it wants to be. As climate change ramps up, this will just become another eye sore in Dubuque when maintenance costs skyrocket, or get neglected while the city focuses on whatever new pet project is next. We need to focus on maintaining our current resources, or developing currently vacant land. Look at the old pack and areas in the Port, and areas along Kerper. Finally, I think it a poor choice to locate a roundabout directly next to a highway entrance and high truck traffic. People will go so fast through here, and double-lane roundabouts are difficult to navigate. The amount of near-misses and blatant wrong and unsafe driving practices on the Kerper Roundabout compared to the grandview ones should serve as a serious warning sign.(I do landscape maintenance for the city on all three and have lots of time to observe.) I don't think we should be afraid of stop lights.
11/12/2024 16:26	Matt Timmons	1265 Cortez Drive	Dubuque	This is a wonderful plan and this really needs to happen for the community. Having a destination spot in Dubuque will be fantastic and grow the city. In particular the ice arena updates will have a huge impact on all the current residents of the rink. As it stands today we have several programs using the facility and frankly it is extremely crowded with limited locker room space. Also hosting youth games and tournaments across age groups is very tough in current state. With some teams only getting to have 6-10 home games and having to play 25-35 games away from home. The addition of college hockey is wonderful for the youth programs but to see its full value adding another rink will expand on the growth tremendously. Please begin the execution of this development plan for our community. Thank you!
11/12/2024 17:47	Heather Trees	3578 Burtons Furnace Road	Durango	Dear City of Dubuque, It is with much interest that I read the development plans for Chaplain Island. I was part of the planning process more than 20 years ago that discussed innovative ideas for this unique and important part of the city of Dubuque. Although, some of the plans include ecological and environmental improvements. It is disheartening to see the commercialization of citizens only access to the Mississippi River. Additionally, it is disingenous to not tell citizens the truth about #13 and then later on say recreational center- TBD- Private. It has already been in the TH and many citizens are aware that a land swap is proposed between the company that purchased the Dubuque Soccer Complex. Thus, it seems as if city officials and the DRA are trying to hide the fact that they will be giving away a portion of the most precious land in Dubuque. Unfortunately, this company has already caused great consternation and heartache in Dubuque for many reasons including refusing to work with AYSO, not completing their upgrades to the Soccer Complex and not creating a recreation center mainly for volleyball players. Thus, it is interesting that you believe they will be good partners and want to give them prime access to city land. I predict many Dubuque residents will be outraged by this decision which is why you are hiding it from the public during the public comment period. Also, indoor recreation space is not what should be prioritized near the Mississippi River. We have so little access to riverfront as citizens. Taking it away to create an indoor facility that can go anywhere in Dubuque or its environs is a poor use of the land. I know many will say you want to group the travel team recreation together. But as a longtime travel team parent, I know you don't even look outside when watching your kids play sports. It is also clear that you are trying to drive business to the proposed hotel. But as many studies have shown, Dubuque is already over built when it comes to hotels. This will only hurt existing hotels which should be of concern to the city and its leaders. Unfortunately, it is just another example of the city prioritizing its casino over other amenities in Dubuque. I urge you to not prioritize commercial investment from companies that are not a part of Dubuque's fabric. The plan clearly favors visitors/tourists over residents and our ability to access Dubuque's most significant and visible asset- the Mississippi River. Please reconsider your plans and please be honest with the public about the proposed "recreation center" deal already in the planning stages. Thank you for taking the time to read citizen's comments. Sincerely, Heather Trees
11/12/2024 19:47	Annie Sharp	1421 Elm St.	Dubuque	I am a local resident that is opening a bouldering gym downtown on main street. Our project was awarded a main street Iowa challenge grant and i am writing in regards to the destination play part of the project- we have been working hard to open a local bouldering gym that can be a third space for the community. Including a bouldering facility on the island will likely greatly negatively effect our efforts and detract business from our small local gym. However, i do feel including a roped climbing wall could potentially enhance both our businesses due to the complementary nature of both types of climbing. Probably best for us to be the only climbing in town but if that isn't in the cards, please consider a rope wall and leave the bouldering to us at Slanted Climbing.
11/13/2024 7:30	Richard Herrig	2525 Viola	Dubuque	I would like to see an indoor basketball/volleyball facility that could be used all year round like all the other towns have even the small towns have these facilities, but Dubuque doesn't.

11/13/2024 13:38	Sabrina Ocampo	598 University Dr	Dubuque	I strongly support the adoption of the 2024 Chaplain Schmitt Island Development Plan. This visionary plan presents an exciting opportunity to transform Schmitt Island into a vibrant destination that will greatly benefit Dubuque's economy and create a lasting legacy for future generations. The development plan outlines a comprehensive strategy to create "Dubuque's Gateway to Entertainment and the Mississippi," leveraging the island's unique location and existing assets. By focusing on a mix of entertainment, recreation, residential, and commercial uses, the plan aims to attract both visitors and residents, driving economic growth and enhancing quality of life. This plan would provide a significant economic boost to Dubuque in several ways: 1. Job Creation: The proposed developments, including hospitality, retail, and entertainment venues, would generate numerous new jobs across various sectors. 2. Increased Tourism: By creating a unique riverfront destination with attractions like a marina village and amphitheater, the plan would draw more visitors to Dubuque, boosting tourism revenue. 3. Private Investment: The plan is designed to attract substantial private investment from local, regional, and national sources, stimulating economic activity. 4. Tax Revenue Growth: New residential and commercial developments would expand the tax base, providing additional resources for city services and improvements. 5. Diversification of Local Economy: The proposed mix of uses would help diversify Dubuque's economy, making it more resilient to economic fluctuations. Furthermore, this plan represents a valuable investment for future generations: 1. Environmental Stewardship: The plan emphasizes restoring and enhancing the island's natural resources, preserving this unique ecosystem for years to come. 2. Improved Infrastructure: Proposed improvements to transportation and utilities will create a more connected and resilient island. 3. Housing Opportunities: The inclusion of residential development will provide new housing options, potentially attracting young professionals and families to the area. 4. Recreational Assets: Enhanced public spaces, trails, and recreational facilities will provide lasting benefits for community health and well-being. 5. Cultural Enrichment: Proposed arts and cultural venues will contribute to Dubuque's cultural landscape for generations to enjoy. The 2024 Chaplain Schmitt Island Development Plan aligns closely with Dubuque's Five-Year Goals, demonstrating a thoughtful approach to community development. By adopting this plan, Dubuque has the opportunity to create a truly unique riverfront destination that will drive economic growth, enhance quality of life, and leave a positive legacy for future generations. I urge the City Council to approve this forward-thinking and transformative plan for Schmitt Island.
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11/13/2024 15:48	Dawn Danielson	7600 S Westbrook Dr	Dubuque	The plan looks very ambitious for making the Island a destination for all. Top concerns/questions: -Investing this amount in island - how will this impact Five Flags and its future and funding available for it? How will it impact having sufficient funds for other areas of the city in need of funding especially north end of Dubuque which is in need of city investment and support? -How will building on a former landfill site be addressed to minimize maintenance and issues to building on such a unstable surface. There is additional cost with building on this type of surfaces - how is city plan to address this upfront to minimize long term cost and ensure structures are able to withstand environmental changes -how will climate changes impact the island and how especially area that is in flood zone? I will city mitigate and prevent and loss associated with increase natural hazards? -How will city address displacement of homeless that are living on island? This is a major concern as there needs to be more places in the city to serve/assist this population. -parking - if this becomes a destination will there be sufficient - free parking so everyone can take advantage of the improvements? Pros: -Love focus on ecological enhancements and incorporating elements to improve the esthetics -the Peosta bridge is neat way to connect existing flood wall to island -like variety of outdoor/indoor activities planned and additional hotel accommodations - would like to see the private investments and grants take lead on this versus a ton of local funds -great visual of possible redevelopment on pdf page 20 -love entertainment zone outlined on pdf page 35 and public promenades on pdf page 36 -love ecological components outlined throughout plan Thank you for sharing this plan and posting to the city's website. I look forward to tracking progress updates on the site.
11/14/2024 15:21	Monique Miller	2605 white st	Dubuque	Hello we need more activities for Children and teenagers to engage in their are plenty of bars to drink but not a nuff for families to do go karts roller skating rink something like a Chuck E. Cheese paintball center I see children around all the time not engaging in activities because their are not any lă€™m from Chicago and thată€™s what me and my family have to do go back for fun or other cities why and we reside here in Dubuque we shouldnă€™t have to travel so far for fun movies in the park the drive in come on guys letă€™s go
11/14/2024 21:37	Mike Schmitt	18616 Riverside RD	Dubuque	They talk about the boaters at the Marina. What about the people that have the RVă€™s there ? I bought one there last year and love it. We donă€™t need another condo site. We need a place where there families can get away and enjoy themselves. We will not leave without a fight. Chaplin Schmitt is my relative
11/15/2024 8:58	Carol Petrick	2605 Fulton St	Dubuque	My comments are regarding the removal of invasive species on the island. I spend a lot of time walking the trail, and cleaning up the shoreline on the north side and the east border of Heron Pond, where trash from fisherman and the rivers rise and fall accumulates. The islands eco system has many small fur bearing animals including red fox, raccoon, muskrat, beaver, rabbit, ground hog and squirrels. From my observation, the invasive species such as the Box Elder tree seeds and the Maple tree seeds are the squirrels main food source. While the wild grapes from the vines seem to be one source for the red fox, raccoon and bird populations. This is not an optimum diet, they are merely making do, while being relatively trapped on this island. If these invasive plants are removed, please plant native nut and fruit trees and possible berry bushes on appropriate elevations for these animals to survive on. This natural woodland area in the midst of a city is a gem that does not require much or any car travel for residents to access. Nature, not development is such a healthy reprieve from the stresses of modern society. Thank you.
11/18/2024 10:51	Dawn Pregler	13235 Terrell Ridge	Dubuque	In looking at the plans presented at the public meeting on Nov 12, I would like to express my concerns for anything that would affect the flow of the Peosta Channel. The islands and pedestrian bridge that are suggested would add to the silting in problem the channel already has. People can walk easily to Schmitt Island with the existing walking/bike path already. The islands would aggravate an already existing silting problem, affecting boat traffic in this area. Typical flooding could easily negatively affect these two features. The usual floods don't just increase the flow and volume of water, but trees, sticks, mud and anything that floats-which need to be cleaned up and cleared out. Go to the public fishing dock or Ski Club to see this year's left over debris. And last year was 10 time worse. In looking at the plans overall, they might be good in theory, but I don't think some are practical. It's an island. It floods. Then you have no access, and a mess to clean up besides. The river always wins. I don't think it's a good idea to put in so much money to parts of this project when Mother Nature decides your ability to use them.
11/24/2024 20:17	kylee	2415 Windsor Ave	Dubuque	I think that a rollerblading/ skating rink would be a very fun addition to the recreation plans, as we have no longer have one in town. I think it would be a success with dubuquers and for visitors/ tourists of all ages.

11/25/2024 7:37	Craig Uhlenhopp	3305 Carlton Dr	Cedar Falls	City of Dubuque Administrators, I am a resident of Cedar Falls and an 11 year veteran of the Dubuque Yacht Basin. We looked at multiple marinas from Lansing to Davenport before landing in Dubuque. We wanted a safe place to leave our boat and a covered slip. The Yacht Basin has been perfect. It is disturbing to hear that a marina along the river may go away much less the one we have been at for so long. (We have dock mates that have been on site for 35+ years) In order to have a marina as we know it means gas, pump out and service facilities. Not to mention boat storage for the cold months. If this marina goes away people will be forced out of the Dubuque area as the other marinas can not support the exiting boats from the Yacht Basin. We spend a lot of money in Dubuque every year. You do not see it in your tax base, but it is spent in town anyway. Why would a city turn a blind eye to that? We are not the only ones that travel to Dubuque. I know people from West of Ft Dodge, Madison, Janesville, Cedar Rapids, Ames, Ankeny, Platteville, Maquoketa, and Clinton. Just to name a few. They, like us, do the trip every weekend in the summer. Some of the plans obviously reflect ideas that will not work with the river unless there is an unlimited budget for dredging and USACE. Please do not cut the tourism that you already have. Thank you for your time. Craig Uhlenhopp
11/25/2024 9:21	Dean Boles	1715 Geraldine Dr	Dubuque	The Veterans Memorial Plaza is a cornerstone of Chaplain Schmitt Island. In addition to commemorating and memorializing service, sacrifice and valor, the Plaza provides an opportunity to educate visitors. As a retired Air Force space operations officer, I suggest the Plaza should be updated to more fully recognize both our newest military service â€” the Space Force, and ongoing Global War on Terror operations. Additionally, I recommend that the inaccurate statistics on some of the central pillars for Americaâ€™s wars be corrected. Specifically, in the Veterans Memorial Park Project, in addition to an entry for â€œOverlook/Trailâ€¸, I suggest including a description and funding estimate to: 1) Include the Space Force seal and imagery on equal footing as the Army, Marine Corps, Navy, Air Force, Coast Guard and Merchant Marine. Currently, the Space Force is only recognized by a flag. 2) Update the Global War on Terror pillar to include operations initiated after Operations Enduring Freedom (OEF) and Iraqi Freedom (OIF). Since the start of the Global War on Terror in 2001, there are 7 additional significant named operations qualifying for the Global War on Terror Expeditionary Medal. 3) Correct KIA (killed in action) statistics on the pillars for Civil War, Indian Wars, Spanish-American War, World War I, World War II, Korean War, Vietnam War and Gulf War. BACKGROUND FOR SUGGESTED CHANGES â€” Veterans Memorial Plaza 1) The large, black stone wall that dominates the center of the Veterans Memorial Plaza currently has the service seal and imagery for the Army, Marine Corps, Navy, Air Force, Coast Guard and Merchant Marine. But the Space Force seal and related imagery is not included. The Space Force is acknowledged by a flag. - The Space Force should be treated as a co-equal military service. - In addition to commemorating and memorializing veteranâ€™s service, I think it is important to educate visitors. 2) Global War on Terror (GWOT) pillar lists only Operations Enduring Freedom and Iraqi Freedom. GWOT operations initiated since 2007 are not listed. - Operation Iraqi Freedom, 2003-2010 - As part of the Global War on Terror, multiple other named operations have been initiated, and some have ended -- NEW DAWN, 2010-2011 (Iraq security post Operation Iraqi Freedom) -- FREEDOM'S SENTINEL, 2015-TBD (assist Afghan security forces post Operation Enduring Freedom) -- ENDURING SENTINEL, 2021-TBD (conduct over-the-horizon counterterrorism operations against threats emanating from Afghanistan) -- NOMAD SHADOW, 2007-TBD (classified) -- INHERENT RESOLVE, 2014-TBD (defeat of ISIS in Iraq and Syria) -- ODYSSEY LIGHTNING, Aug-Dec 2016 (defeat of ISIS in Libya)

				-- OUTSET LIGHTNING, Aug-Dec 2016 (strikes on ISIS in Libya) -- PACIFIC EAGLE â€” Philippines, 2017-TBD (counter ISIS affiliates and other violent extremist organizations in the Philippines) -- OBSERVANT COMPASS, 2011-2017 (counter Lordâ€™s Resistance Army in Uganda, Democratic Republic of Congo, South Sudan and the Central Africa Republic) - REFERENCE -- Department of Defense, â€œApproved Operations for Award of the Global War on Terrorism Expeditionary Medal and Associated Areas of Eligibilityâ€¸ https://prhome.defense.gov/Portals/52/Documents/MRA_Docs/OEPM/GWOT-EM%20-%20Approved%20AOEs%20for%20Ops%20-%202022%2011%2009.pdf?ver=r7afs1gPuxiSdawD3SHA%3D%3D 3) Pillars for Civil War, Indian Wars, Spanish-American War, World War I, World War II, Korean War, Vietnam War and Gulf War incorrectly list the number of KIA (killed in action - deaths due to enemy action) - For example, the Civil War pillar shows Union KIA as 364,511. The official Veterans Administration and DOD lists shows Union 140,414 battle deaths. - Civil War pillar shows Confederate KIA as 133,821. Official â€” 74,524 Confederate battle deaths - Indian Wars pillar shows KIA as 11,000. Official â€” 1,000 battle deaths - Spanish American War pillar shows KIA as 2446. Official â€” 385 battle deaths - World War I pillar shows KIA as 116,516. Official â€” 53,402 battle deaths - World War II pillar shows KIA as 405,399. Official â€” 291,557 battle deaths - Korean War pillar shows KIA as 36,574. Official â€” 33,739 battle deaths - Vietnam War pillar shows KIA as 58,203. Official â€” 47,434 battle deaths - Gulf War pillar shows KIA as 385. Official - 148 battle deaths - REFERENCES -- Department of Veterans Affairs, â€œAmericaâ€™s Wars Fact Sheetâ€¸ https://www.va.gov/opa/publications/factsheets/fs_americas_wars.pdf -- Department of Defense, Casualty Analysis System, https://dcas.dmdc.osd.mil/dcas/app/home
11/25/2024 17:00	Dubuque Audubon Society	8991 Bellevue Heights Rd	Dubuque	November 26, 2024 From: Dubuque Audubon Society To: City of Dubuque Attn: Wally Wernimont, Marie Ware, City Council, Parks and Recreation Commission About: Schmitt Island Development Plan The Dubuque Audubon Society Board of Directors approved a recommendation to offer input to the City of Dubuque on the Schmitt Island Development Plan. A task force of the Dubuque Audubon Society Conservation Committee met to review and discuss the plan, and to tour the island. The Audubon Society provides the following recommendations: General: 1. Conserve and protect the remaining ecological integrity of the island; establish natural resource conservation as a priority threshold, not one to be â€œbalancedâ€¸ with or compromised for recreation, housing or economic development. 2. State that all future island development will accord with and not hinder wildlife habitat goals, adhering to federal Endangered Species Act and Migratory Bird Treaty Act requirements. 3. Specifically include birds (waterfowl and passerine, both resident/nesting and migratory) in definition of wildlife for purposes of wildlife habitat protection and development. 4. Conduct baseline survey counts of bird and other wildlife users and residents of the island. 5. Manage current and future lighting to reduce impacts on wildlife, especially during spring and fall bird migration. 6. Define â€œundesirableâ€¸ native vegetation. 7. Specify the parameters of the â€œcurb appealâ€¸ zones. 8. Identify the pace of mature tree removal. Specific to the document: 9. Mission: A connected island that supports wildlife and welcomes visitors and the community to recreation, entertainment and the outdoors." 10. Process: Natural Resources. A defining characteristic of the island â€” what should be done to reconnect the residents of Dubuque and Island users to the landscape and its wildlife? 11. Vision: Beautify the Island. Identify ways to protect, restore and enhance the islandâ€™s natural resources, including wildlife habitat, and the islandâ€™s connection to the Mississippi, which is the islandâ€™s differentiating factor. 12. Economic feasibility: â€œEnvironmental constraintsâ€¸ language inconsistent with ecological goals. 13. Ecological, overview: â€œThe naturalized? natural? areas of Schmitt Island.â€¸ Is there a component of the plan to return developed land/water to a more natural state?

				14. Restoration objectives: Ensure consistency between spaces with improved access for public use and recreation and ecological restoration. 15. Restoration objectives: Ensure that removing invasive species, removing low-quality species and planting native tree species also supports improvement in wildlife habitat. Clearer definition of site-appropriate needed. 16. Restoration objectives: Identify and improve wildlife sites " Make a higher priority. Specify: manage wildlife habitat areas to benefit native wildlife with an emphasis on migratory bird habitat. Add metrics to measure success. 17. Restoration objectives: Develop ongoing maintenance protocol for long-term preservation and enhancement of wildlife habitat protection and restoration efforts. 18. Restoration zones, King Rail woods: Eliminate king rail as the target species for ecological planning purposes. Consult with wetland bird expert to identify targets for habitat preservation/improvement. 19. Restoration zones, woodland edge: Definition of curb appeal needed and its consistency with ecology as a priority. 20. Restoration zones, woodland edge: Replanted trees and shrubs (streetscape sizes) should be selected for wildlife habitat value, with consideration of shade, interest and canopy. and interest while keeping an open canopy. 21. Restoration zones, naturalized lowlands: These would be good areas to add mowed open paths and natural trails to facilitate exploration, if consistent with protecting and enhancing wildlife habitat. 22. Timber stand improvement: Emphasize primacy of wildlife habitat goal. Reconsider appropriateness of using glyphosate, triclopyr or imazapyr. 23. Floodplain development: Relationship to ecological conservation goal unclear. 24. Prioritization factors: 6. Ecological, Beautification. Does the project help advance the island's appeal from a wildlife habitat, bird migration or and beatification standpoint? Respectfully submitted, Chuck Isenhardt Chair, Dubuque Audubon Society Conservation Committee
11/26/2024 17:24	Ashley Neises	735 Rose Street	Dubuque	After reviewing options for the development of Chaplain Schmitt Island I am disappointed in several areas. Our responsibilities to the River's health here in Dubuque and downstream were largely glossed over. Spraying herbicides along the River's edge and increasing impermeable spaces damages the best of what Dubuque has to offer life on the Mississippi. Not too far downstream there are no water sports, no fishing, no wildlife watching ; the river is too polluted. Also neglected is our responsibility as an informed public to consider life near the river as weather events become more extreme. The efforts needed to make the Island an opportunity for appealing tax revenue seem to cast doubt that climate change is largely undisputed by science as FACT. To develop in a floodplain presents Dubuquers as ignorant to the challenges of the Mississippi River Valley. The developers of this plan are clearly thinking of short-term gains rather than the long term health and vibrancy of Dubuque. Furthermore, the effort to develop this portion of the riverfront for tourism or new housing will not benefit the neighbors near this proposed development. The Plans intention is clear on that. No amount of bright shiny lights or promises can improve neighborhoods that will be left in the dark. I am very disappointed that in 2024 Dubuque leaders have visions of Las Vegas, Nevada of the 1950s. This Plan is outdated, irrelevant to our rich river heritage, and is a lacking resilient or sustainable measures. We can do better. Thank you.
11/26/2024 20:29	Bob Bierie	16076 Budd Rd.	Dubuque	Miller park has direct access to the Mississippi River, the only direct access in the city. Why not dredge to bring the park above the flood stage like the rest of the island. I have a difficult time accepting the fact that the Core of Engineer's will not permit. As a former Athletic Director i would preach to my staff, don't look for reasons not to do something but look for ways to get it done.

The Chaplain Schmitt Island Development Plan Open House took place on November 12 from 6:30 to 8:00 p.m., drawing approximately 50 attendees. Among those present were city staff members, including:

- Marie Ware, Leisure Services Director
- Jill Connors, Economic Development Director
- Wally Wernimont, Planning Services Director
- Nathan Steffen, Civil Engineer

Other notable attendees included:

- Alex Dixon, President and CEO of the Q Casino and DRA Board
- Rick Dickinson, CEO of the Greater Dubuque Development Corporation

The event featured presentations by key individuals involved in the development process. Wally Wernimont, Director of Planning Services, provided an overview of the Chaplain Schmitt Island (CSI) development plan, explaining its origins and evolution. He highlighted that the City Council had identified the CSI Master Plan as a priority goal in 2013 and noted the development of the plan in 2014, along with an amendment in 2017. Wernimont also discussed the creation of the CSI Design Guidelines, the island's zoning as a Planned Unit Development in 2017, and the work of the DRA on various CSI Placemaking & Implementation Plans in 2017, with updates in 2018 and 2022.

Alex Dixon then gave a presentation on the history and role of the Q Casino (formerly the Greyhound Park and Casino) as a nonprofit entity. He discussed how the CSI Development Plan aligns with the overall goals of the CSI Master Plan, emphasizing its ecological and economic considerations. Dixon explained how the plan advances the Master Plan by adding financial details and prioritizing key elements.

To facilitate engagement, city staff displayed 20 large-scale prints of pages from the CSI Development Plan around the room, in addition to copies of the CSI Master Plan, related ordinances, and placemaking plans. Attendees were encouraged to review the materials and ask questions. Wally Wernimont, in his capacity as both the Planning Services Director and Floodplain Manager, addressed questions related to the floodplain.

The public was invited to share their feedback via comment forms, which were available both in paper form and online.

Written Comment provided were the following:

Public Boat Ramps is a must!

Public Beachfront a bonus!

Your islands will cause the P. Channel to silt in and become worthless as a waterway.

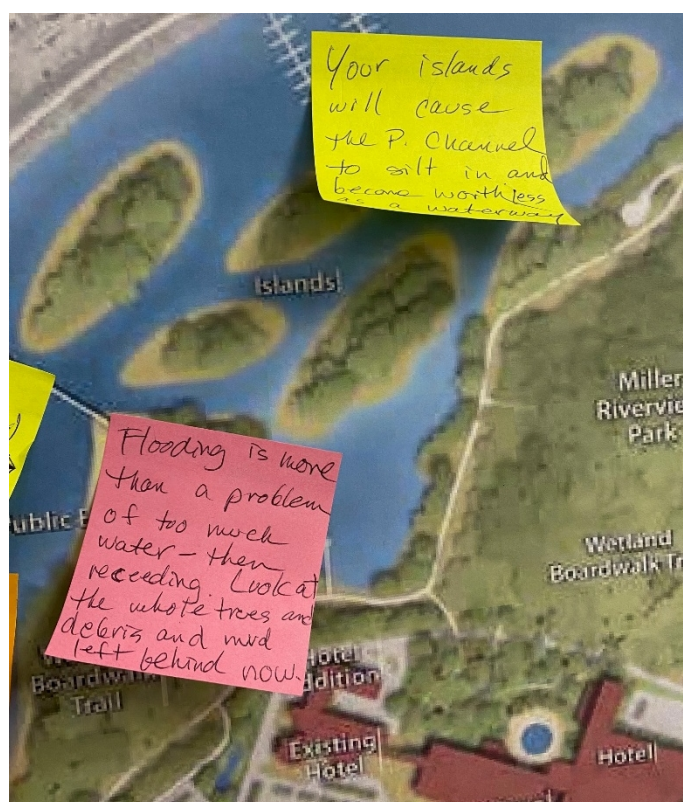
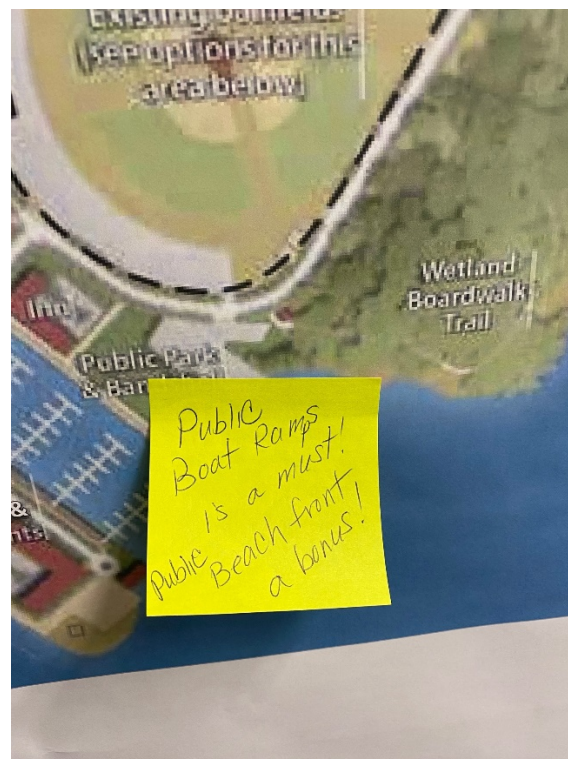
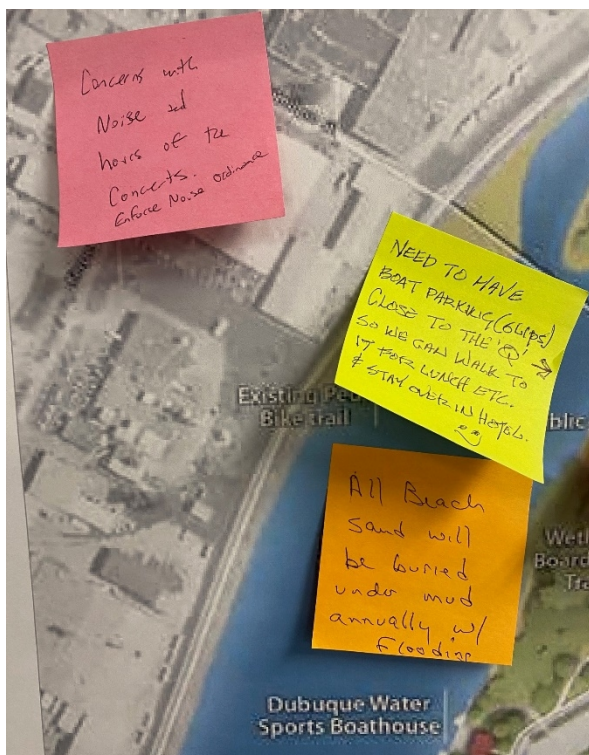
Flooding is more than a problem of too much water – then receding. Look at the whole trees and debris and mud left behind now.

All beach sand will be buried under mud annually w/ flooding.

Need to have boat parking (slips) close to the “Q” so we can walk to it for lunch, etc. & stay over in hotel.

Concern with noise and hours of operation from the concerts. Enforce the Noise Ordinance.





November 27, 2024

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

SUBJECT: Recommendation of the Chaplain Schmitt Island Development Plan

Dear Mayor and City Council Members:

Introduction

The Long Range Planning Advisory Commission has reviewed the proposed Chaplain Schmitt Island Development Plan for consistency and alignment with the 2017 Imagine Dubuque Comprehensive Plan in accordance with Section 15-2-13 of the City Code. This review took place at a regular meeting of the Commission on November 20, 2024.

Background

The 2024 Chaplain Schmitt Island Development Plan builds on prior planning efforts including the Chaplain Schmitt Island Master Plan, Placemaking Plan, and Design Guidelines.

Commissioned by the Dubuque Racing Association (DRA), the purpose of the development plan is to research the island's ecological and natural environment, analyze the floodplain, conduct market and economic assessments, evaluate economic feasibility, review infrastructure needs, and estimate costs for potential development. It provides a comprehensive framework to prioritize, clarify, and move development forward, helping to create a unique, one-of-a-kind island destination on the Mississippi.

Discussion

Alex Dixon, CEO of Q Casino and DRA, presented to the commission on the Chaplain Schmitt Island Development Plan. He stated that this represents an advancement of the 2014 master plan, that it provides a business strategy for realizing some of the recommendations from that plan. This plan looks at costs, budgets, and constraints to propose an economic analysis for investment. He talked about the proposed change to provide 75-year leases on the island, which would allow developers more assurance when making investments.

He said the goal is to enhance the amenities on the island following stated preferences that the community has expressed. He noted the unique opportunity to provide increased access to the riverfront, including with residential apartments. He also discussed enhancements to the natural environment of the island and the opportunities for outdoor recreation and trails.

He noted that the plan has included multiple departments working with a consultant and reaching out to developers. He stated that City Council will need to adopt the plan following public engagement and review by this commission and the Parks and Recreation Commission.

The Commission had discussion of the plan, asking several questions to Dixon and Planning Services Director Wally Wernimont. They asked about zoning changes, floodplain concerns, improvements from the RAISE grant, using the baseball fields for development, and additional retail space on the island.

The Commission reviewed the Chaplain Schmitt Island Development Plan and found it to be in alignment with the 2017 Imagine Dubuque Comprehensive Plan, which includes the recommendation, "Monitor market conditions and strategically implement the Chaplain Schmitt Island Master Plan and other emerging plans."

Recommendation

By a vote of 5-0, the Commission voted to recommend approval of the Chaplain Schmitt Island Development Plan as it is in substantial alignment with the 2017 Imagine Dubuque Comprehensive Plan.

Respectfully submitted,



Michael Rabagia

Chairperson

Long Range Planning Advisory Commission

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

RESOLUTION NO. ____-24

ADOPTING A DEVELOPMENT PLAN FOR CHAPLAIN SCHMITT ISLAND

WHEREAS, a Development Plan (the Plan) has been developed for Chaplain Schmitt Island (the Island); and

WHEREAS, RDG Planning & Design was hired to assist the DRA to prepare the Plan; and

WHEREAS, a steering committee composed of stakeholders has consulted on the Plan, including multiple City staff; and

WHEREAS, the revitalization of the Island will create new housing, entertainment, and indoor and outdoor recreation opportunities to enhance the economic development in the City of Dubuque; and

WHEREAS, it is the determination of the City Council that adoption of the Chaplain Schmitt Island Development Plan, attached hereto, is in the public interest of the City of Dubuque.

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

Section 1. That the Chaplain Schmitt Island Development Plan prepared by RDG, is hereby adopted.

Section 2. That the City Manager is authorized to take such actions as are necessary to facilitate the recommendations of the Chaplain Schmitt Island Development Plan herein adopted.

Passed, approved and adopted this 16th day of December, 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ACTION ITEMS # 2.

ITEM TITLE:	Iowa Amphitheater on Schmitt Island Project Bid Package No. 2 (Utilities, Paving & Amphitheater Stage) Award Public Improvement Contract Project Code: 5575000022
SUMMARY:	City Manager recommends awarding the public improvement contract for the Iowa Amphitheater on Schmitt Island Project - Bid Package No. 2 to Conlon Construction Co. of Dubuque, IA in the base bid amount of \$8,169,000.00 and due to savings in the award of Bid Package No. 1 and No. 2, include in the bid award Amenities 1-4 & 7 in the amount of \$1,104,538.00 for a total award of \$9,273,538.00. RESOLUTION Awarding Public Improvement Contract For The Iowa Amphitheater On Schmitt Island Project – Bid Package No. 2 (Utilities, Paving & Amphitheater Stage)
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. Iowa Amphitheater on Schmitt Island Project - Bid Package No. 2 - Award Staff MEMO
3. Iowa Amphitheater on Schmitt Island Project - Bid Package No. 2 - Council Award RESOLUTION
4. Iowa Amphitheater Bid Package No. 2 - Bid Tabulation
5. Iowa Amphitheater_Add-on Amenities
6. Iowa Amphitheater_Renderings

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Iowa Amphitheater on Schmitt Island Project
Bid Package No. 2 (Utilities, Paving & Amphitheater Stage)
Award Public Improvement Contract
Project Code: 5575000022

DATE: December 11, 2024

The City of Dubuque applied for a Destination Iowa Outdoor Recreation Fund grant administered by the Iowa Economic Development Authority (IEDA). On March 10, 2023 the City was notified of the grant award by IEDA for the Iowa Amphitheater on Schmitt Island and that the amount of grant funding would be \$3,000,000 with a local match of \$12,442,961 for a total project cost of \$15,442,961.

Funding for the local match in the required amount of \$12,442,961 is as follows:

Greater Downtown TIF Taxable Debt:	\$8,784,961
DRA contribution:	\$3,658,000

The project vision is to create Schmitt Island as “Dubuque’s Gateway to Entertainment and the Mississippi” and was set forth in a Schmitt Island Master Plan developed in 2014 and updated in 2017 and also in the Schmitt Island Placemaking & Implementation Plan adopted in June 2017. The most recent Schmitt Island Master Plan amendment appears elsewhere on the December 16 City Council agenda. The mission adopted for this exciting project is to create *“a connected island that welcomes visitors and the community to recreation, entertainment and the outdoors.”* The City and DRA are partnering on this impactful project to create a unique and exciting gateway into Iowa that will help grow the economy across the State, build upon current outdoor recreational amenities already on the island, connect people to new economic opportunities, and attract tourists from all over the nation.

The overall project addresses the master plan, creative placemaking goals, and a top priority of the Dubuque City Council: increase foot traffic on Schmitt Island; build a recreational landmark and create a gateway and the “front door” to Iowa and Dubuque; bring people to Schmitt Island; leverage island programming for economic development; connect the island to Dubuque and the region; create a year-round destination; and create opportunities for education.

The open-air performance amphitheater will attract “A” and “B” national acts, as well as be a venue for local symphony, college and university performing groups, nonprofit

events, and regional performances. The stage will be constructed with an “artful” stage canopy that will help create a sense of place, enhance acoustics, and protect performers from sun and weather. The amphitheater is planned as a versatile space to host varied audiences and sized for regional acts of up to 2,500 people and for national acts of 5,000 to 8,000 people.

The three main components of the outdoor amphitheater are:

- Open air shelter with stage that will accommodate varied audience sizes from regional events of up to 2,500 people to national acts of 5,000 to 8,000 people with built in flexibility that will open up the facility for a variety of events and destination activities.
- Flexible open space to utilize the amphitheater for local events and activities in addition to a concert series with the ability to host local food trucks and experiential activities such as regional poetry events, arts and crafts festivals, sidewalk chalk competitions, etc.
- ADA-compliant outdoor amphitheater with ADA compliant connecting spaces leading to the amphitheater from other areas on the Island.

The Iowa Amphitheater on Schmitt Island Project was bid as two separate public improvement contracts.

- Bid Package No. 1 (Demolition and Mass Grading)
- Bid Package No. 2 (Utilities, Paving & Amphitheater Stage)

Bid Package No.1 was previously bid and contract was awarded on October 21, 2024. Eastern Iowa Excavating & Concrete, LLC submitted the low bid in the amount of \$819,676.45 which was 19.48% under the estimate of probable cost. This bid package included the demolition and removal of existing structures including the dog kennel buildings, site clearing and mass grading for the amphitheater.

Bid Package No. 2 includes all the remaining work to construct the Amphitheater project including:

- Sanitary Sewer, Storm Sewer & Water Main Utility Work and Plumbing
- Electrical Controls and Lighting
- Structural Foundations
- Food and Beverage Facilities
- Parking and Walkway Paving
- Stage and Artful Canopy
- Newly Located Maintenance Building
- Irrigation Final Grading and Landscaping

The City received sealed bids on December 5, 2024 for the Iowa Amphitheater on Schmitt Island Project - Bid Package No. 2. Conlon Construction Co. submitted the low bid in the amount of \$8,169,000.00 which is 16% under the estimate of probable cost.

The bid proposal for the Bid Package No. 2 project included a list of desired add-on amenities that were not included in the base bid estimate. The add-on amenities were developed to enhance the overall project. The list of add-on amenities is as follows:

1. Entrance Cut Walls
2. Parking Lot Enhancements
3. Decomposed Granite Pathways
4. Replace Seeding with Sod
5. Stage Rigging
6. Drum Lighting
7. Concrete Pavement Reinforcing

A summary of the Add-on Amenities bid proposals received is as follows:

Item #	Add-on Amenities	Estimate	Conlon	Gronen	Portzen	Tricon
1	Entrance Cut Walls	\$915,902.00	657,238.00	719,620.00	764,271.00	705,425.00
2	Parking Lot Enhancements	359,902.00	335,400.00	416,000.00	320,900.00	440,000.00
3	Decomposed Granite Pathways	17,648.00	38,300.00	43,000.00	42,700.00	43,000.00
4	Replace Seeding with Sod	153,406.00	38,100.00	40,000.00	40,100.00	70,000.00
5	Stage Rigging	271,013.00	767,875.00	650,000.00	806,300.00	671,000.00
6	Drum Lighting ¹	460,000.00	460,000.00	460,000.00	460,000.00	460,000.00
7	Concrete Pavement Reinforcing	75,000.00	35,500.00	62,000.00	66,500.00	63,000.00
TOTAL		\$2,252,871.00	\$2,332,413.00	\$2,390,620.00	\$2,500,771.00	\$2,452,425.00

City Engineer Gus Psihoyos recommends awarding the public improvement contract for the Iowa Amphitheater on Schmitt Island Project - Bid Package No. 2 to Conlon Construction Co. of Dubuque, IA in the base bid amount of \$8,169,000.00 and due to savings in the award of Bid Package No. 1 and No. 2, include in the bid award Amenities 1-4 & 7 in the amount of \$1,104,538.00 for a total award of \$9,273,538.00. Add-on amenities Stage Rigging (Amenity #5) & Drum Lighting (Amenity #6) may be added to the project by change order if the project budget allows.

The project funding is summarized as follows:

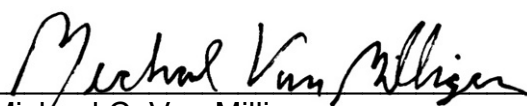
Project No.	Fund Description	Fund Amount
5575000022	State Grant - Destination Iowa	\$ 3,000,000.00
	Greater Downtown TIF Taxable Debt	8,784,961.00
	DRA Contribution - Local Match	3,658,000.00
	City Funds (Non-Eligible)	310,000.00
Total Project Funding		\$ 15,752,961.00

The Greater Downtown TIF Taxable Debt will be paid by the Dubuque Racing Association (DRA). Additionally, in accordance with the Destination Iowa Grant Agreement, the DRA will be contributing \$3,658,000.00 upfront as part of the local match for the overall project. The items associated with the DRA local match funds include deconstructing the current dog track and kennels to provide the location where the new amphitheater will be constructed (Bid Package No. 1).

¹The use of remaining DRA funds associated with the local match are to be used in the vicinity to enhance the overall amphitheater project.

City expenses for construction administration, engineering and inspection services are not grant eligible and are not directly reimbursable and cannot count toward the local match. The non-eligible City expenses will come from the FY25 anticipated revenue from the new bank services agreement.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Nathan Steffen, Civil Engineer
Jenny Larson, Chief Financial Officer
Robert Schiesl, Assistant City Engineer
Marie Ware, Leisure Services Manager
Jill Connors, Economic Development Director
Wally Wernimont, Planning Services Manager
Chris Lester, Water Department Director

Tracy Schadle, Confidential Account Clerk
Ryan Peterson, RDG
Alex Dixon, President & CEO, Q Casino & DRA
Brian Rakestraw, Chief Operating and Financial Officer, Q Casino

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: December 10, 2024

RE: Iowa Amphitheater on Schmitt Island Project
Bid Package No. 2 (Utilities, Paving & Amphitheater Stage)
Award Public Improvement Contract
Project Code: 5575000022

INTRODUCTION

The attached resolution authorizes the award of the public improvement contract for the Iowa Amphitheater on Schmitt Island Project - Bid Package 2.

BACKGROUND

The City of Dubuque has previously applied for and been awarded a Destination Iowa Outdoor Recreation Fund grant administered by the Iowa Economic Development Authority (IEDA). Prior to the grant being awarded, city staff received an IEDA request to consider a singular focus for the grant. Several outdoor recreation amenities were included in the original grant application. City and Dubuque Racing Association (DRA) staff chose to update the application with a singular focus of the outdoor amphitheater (now called the Iowa Amphitheater on Schmitt Island) as staff and the DRA felt it best met the criteria of the Destination Iowa Outdoor Recreation grant program and would produce the strongest application in a very competitive pool of applications. On March 10, 2023 the City was notified of the grant award by IEDA and that the amount of grant funding would be \$3,000,000 with a local match of \$12,442,961 for a total project cost of \$15,442,961.

Funding for the local match in the required amount of \$12,442,961 is as follows:

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The overall project addresses the master plan, creative placemaking goals, and a top priority of the Dubuque City Council: increase foot traffic on Schmitt Island; build a recreational landmark and create a gateway and the “front door” to Iowa and Dubuque; bring people to Schmitt Island; leverage island programming for economic development; connect the island to Dubuque and the region; create a year-round destination; and create opportunities for education.

The open-air performance amphitheater will attract “A” and “B” national acts, as well as be a venue for local symphony, college and university performing groups, nonprofit events, and regional performances. The stage will be constructed with an “artful” stage canopy that will help create a sense of place, enhance acoustics, and protect performers from sun and weather. The amphitheater is planned as a versatile space to host varied audiences and sized for regional acts of up to 2,500 people and for national acts of 5,000 to 8,000 people.

The amphitheater will be accessed by ADA-compliant paths and trails connecting from other places on the island. The amphitheater will be constructed to allow the City and DRA to provide assistive technologies including I-Caption units (handheld closed caption devices), assistive listening devices (headphones that amplify the sound on stage), closed captioned performances, sign language interpreted performances, and D-scriptive audio devices that provide a detailed account of all onstage activity.

The three main components of the outdoor amphitheater are:

- Open air shelter with stage that will accommodate varied audience sizes from regional events of up to 2,500 people to national acts of 5,000 to 8,000 people with built in flexibility that will open up the facility for a variety of events and destination activities.
- Flexible open space to utilize the amphitheater for local events and activities in addition to a concert series with the ability to host local food trucks and experiential activities such as regional poetry events, arts and crafts festivals, sidewalk chalk competitions, etc.
- ADA-compliant outdoor amphitheater with ADA compliant connecting spaces leading to the amphitheater from other areas on the Island.

DISCUSSION

The Iowa Amphitheater on Schmitt Island Project was bid as two separate public improvement contracts.

- Bid Package No. 1 (Demolition and Mass Grading)
- Bid Package No. 2 (Utilities, Paving & Amphitheater Stage)

Bid Package No.1 was previously bid and contract was awarded on October 21, 2024. Eastern Iowa Excavating & Concrete, LLC of Cascade, Iowa submitted the low bid in the amount of \$819,676.45 which was 19.48% under the estimate of probable cost. This bid package included the demolition and removal of existing structures including the dog kennel buildings, site clearing and mass grading for the amphitheater.

Bid Package No. 2 includes all the remaining work to construct the Amphitheater project including:

- Sanitary Sewer, Storm Sewer & Water Main Utility Work and Plumbing
- Electrical Controls and Lighting
- Structural Foundations
- Food and Beverage Facilities
- Parking and Walkway Paving
- Stage and Artful Canopy
- Newly Located Maintenance Building
- Irrigation Final Grading and Landscaping

BID RESULTS

The City received sealed bids on December 5, 2024 for the Iowa Amphitheater on Schmitt Island Project - Bid Package No. 2. Conlon Construction Co. of Dubuque, Iowa submitted the low bid in the amount of \$8,169,000.00 which is 16% under the estimate of probable cost. A summary of the base bid proposals received is as follows:

Contractor	Base Bid Amount
Conlon Construction Co.	\$ 8,169,000.00
Gronen Restoration, Inc.	\$ 8,770,000.00
Portzen Construction, Inc.	\$ 9,185,000.00
Tricon General Construction, Inc.	\$ 9,120,000.00

The bid proposal for the Bid Package No. 2 project included a list of desired add-on amenities that were not included in the base bid estimate. The add-on amenities were developed to enhance the overall project. The list of add-on amenities is as follows:

1. Entrance Cut Walls
2. Parking Lot Enhancements
3. Decomposed Granite Pathways
4. Replace Seeding with Sod
5. Stage Rigging
6. Drum Lighting
7. Concrete Pavement Reinforcing

A summary of the Add-on Amenities bid proposals received is as follows:

Item #	Add-on Amenities	Estimate	Conlon	Gronen	Portzen	Tricon
1	Entrance Cut Walls	\$915,902.00	657,238.00	719,620.00	764,271.00	705,425.00
2	Parking Lot Enhancements	359,902.00	335,400.00	416,000.00	320,900.00	440,000.00
3	Decomposed Granite Pathways	17,648.00	38,300.00	43,000.00	42,700.00	43,000.00
4	Replace Seeding with Sod	153,406.00	38,100.00	40,000.00	40,100.00	70,000.00
5	Stage Rigging	271,013.00	767,875.00	650,000.00	806,300.00	671,000.00
6	Drum Lighting ¹	460,000.00	460,000.00	460,000.00	460,000.00	460,000.00
7	Concrete Pavement Reinforcing	75,000.00	35,500.00	62,000.00	66,500.00	63,000.00
TOTAL		\$2,252,871.00	\$2,332,413.00	\$2,390,620.00	\$2,500,771.00	\$2,452,425.00

¹On the Bid Proposal Form, the Drum Lighting (Amenity #6) was set as a fixed price allowance. Bid allowances are a placeholder to account for unknown costs at the time of bidding. The Drum Lighting amenity was only developed to a preliminary design phase because the final design would require significant collaboration between the design team and contractor.

Add-on amenities Stage Rigging (Amenity #5) & Drum Lighting (Amenity #6) may be added to the project by change order if the project budget allows.

RECOMMENDATION

Due to the savings in the award of Bid Package No. 1 and No. 2, I recommend awarding the public improvement contract for the Iowa Amphitheater on Schmitt Island Project - Bid Package No. 2 to Conlon Construction Co. of Dubuque, IA in the base bid amount of \$8,169,000.00 and Add-on Amenities 1-4 & 7 in the amount of \$1,104,538.00 for a total award of \$9,273,538.00.

BUDGET IMPACT

The current estimate of probable cost for Iowa Amphitheater on Schmitt Island Project – Bid Package No. 2 is as follows:

Description	Cost Estimate	Award
Base Construction Contract (Bid Package No. 2)	\$ 9,702,000.00	\$ 8,169,000.00
Add-on Amenities 1-4 & 7 (Bid Package No. 2)	--	1,104,538.00
Contingency	949,709.55	699,519.00
Consultant Design Services	1,161,375.00	1,161,375.00
Construction Admin, Engineering & Inspection	248,000.00	248,000.00
Total Project Cost Estimate	\$ 12,061,084.55	\$11,382,432.00

The current estimate of probable cost for the entire Iowa Amphitheater on Schmitt Island Project is as follows:

Description	Cost Estimate
Construction Contract (Bid Package No. 1)	\$ 819,676.45
Base Construction Contract (Bid Package No. 2)	8,169,000.00
Add-on Amenities (Bid Package No. 2)	1,104,538.00
Remaining DRA Local Match ¹	2,826,623.00
Contingency	1,071,348.55
Consultant Design Services	1,451,775.00
Construction Admin, Engineering & Inspection	310,000.00
Total Project Cost Estimate	\$ 15,752,961.00

The project funding is summarized as follows:

Project No.	Fund Description	Fund Amount
5575000022	State Grant - Destination Iowa	\$ 3,000,000.00
	Greater Downtown TIF Taxable Debt	8,784,961.00
	DRA Contribution - Local Match	3,658,000.00
	City Funds (Non-Eligible)	310,000.00
Total Project Funding		\$ 15,752,961.00

The Greater Downtown TIF Taxable Debt will be paid by the Dubuque Racing Association (DRA). Additionally, in accordance with the Destination Iowa Grant Agreement, the DRA will be contributing \$3,658,000.00 upfront as part of the local match for the overall project. The items associated with the DRA local match funds include deconstructing the current dog track and kennels to provide the location where the new amphitheater will be constructed (Bid Package No. 1).

¹The use of remaining DRA funds associated with the local match are to be used in the vicinity to enhance the overall amphitheater project.

City expenses for construction administration, engineering and inspection services are not grant eligible and are not directly reimbursable and cannot count toward the local match. The non-eligible City expenses will come from the FY25 anticipated revenue from the new bank services agreement.

REQUESTED ACTION

The City Council is requested to award the public improvement contract for the Iowa Amphitheater on Schmitt Island Project - Bid Package No. 2 to Conlon Construction Co. of Dubuque, IA in the base bid amount of \$8,169,000.00 and Add-on Amenities 1-4 & 7 in the amount of \$1,104,538.00 for a total award of \$9,273,538.00 through the adoption of the attached resolution.

Prepared by: Nathan Steffen, Civil Engineer

cc: Jenny Larson, Chief Financial Officer
Robert Schiesl, Assistant City Engineer
Marie Ware, Leisure Services Manager
Jill Connors, Economic Development Director
Wally Wernimont, Planning Services Manager
Chris Lester, Water Department Director
Tracy Schadle, Confidential Account Clerk
Ryan Peterson, RDG
Alex Dixon, President & CEO, Q Casino & DRA
Brian Rakestraw, Chief Operating and Financial Officer, Q Casino

RESOLUTION NO. -24

AWARDING PUBLIC IMPROVEMENT CONTRACT FOR THE THE IOWA AMPHITHEATER ON SCHMITT ISLAND PROJECT – BID PACKAGE NO. 2 (UTILITIES, PAVING & AMPHITHEATER STAGE)

WHEREAS, sealed proposals have been submitted by contractors for the Iowa Amphitheater on Schmitt Island Project - Bid Package No. 2 (Utilities, Paving & Amphitheater Stage), (the Project) pursuant to Resolution No. 394-24 and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 8th day of November 2024; and

WHEREAS, said sealed proposals were opened and read on the 5th day of December 2024 and it has been determined that Conlon Construction Co. of Dubuque, Iowa, in the base bid amount of \$8,169,000.00 and Add-on Amenities 1-4 & 7 in the amount of \$1,104,538.00 for a total award of \$9,273,538.00, is the lowest responsive, responsible bidder for the Project.

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

SECTION 1. That a Public Improvement Contract for the Project is hereby awarded to Conlon Construction and the City Manager is hereby directed to execute a Public Improvement Contract on behalf of the City of Dubuque for the Project.

Passed, approved, and adopted this 16th day of December 2024.

Attest:

Brad M. Cavanagh, Mayor

Adrienne Breitfelder, CMC City Clerk



City of Dubuque Bid Tabulation

Project Title: Iowa Amphitheater on Schmitt Island Project - Bid Package No. 2 (Utilities, Paving & Amphitheater Stage)

Bid Date: 5-Dec-24

Bid Time: 2:00 PM

Location: City Hall - Conference Room B

Number of Addenda: 2

CIP Number(s):		
5575000022		

Engineer's Estimate:								
Alternate Bid Prices								
BASE BID	1	2	3	4	5	6	7	TOTAL ESTIMATE
\$ 9,713,598.00	\$ 915,902.00	\$ 359,902.00	\$ 17,648.00	\$ 153,406.00	\$ 271,013.00	\$ 460,000.00	\$ 75,000.00	\$ 11,966,469.00

LINE NO.	CONTRACTOR NAME	COMP. BID BOND	COMP. BID FORM	ADDENDA	BASE BID	Alternate Bid Prices							TOTAL BID
						1	2	3	4	5	6	7	
1	Conlon Construction	X	X	X	\$ 8,169,000.00	\$ 657,238.00	\$ 335,400.00	\$ 38,300.00	\$ 38,100.00	\$ 767,875.00	\$ 460,000.00	\$ 35,500.00	\$ 10,501,413.00
2	Gronen Restoration, Inc.	X	X	X	\$ 8,770,000.00	\$ 719,620.00	\$ 416,000.00	\$ 43,000.00	\$ 40,000.00	\$ 650,000.00	\$ 460,000.00	\$ 62,000.00	\$ 11,160,620.00
3	Portzen Construction, Inc.	X	X	X	\$ 9,185,000.00	\$ 764,271.00	\$ 320,900.00	\$ 42,700.00	\$ 40,100.00	\$ 806,300.00	\$ 460,000.00	\$ 66,500.00	\$ 11,685,771.00
4	Tricon General Construction, Inc.	X	X	X	\$ 9,120,000.00	\$ 705,425.00	\$ 440,000.00	\$ 43,000.00	\$ 70,000.00	\$ 671,000.00	\$ 460,000.00	\$ 63,000.00	\$ 11,572,425.00

Description of Alternate Items

1. Entrance Cut Walls
2. Parking Lot Enhancements
3. Decomposed Granite Pathways
4. Replace Seeding with Sod
5. Stage Rigging
6. Drum Lighting
7. Concrete Pavement Reinforcing

ENHANCEMENT OPPORTUNITY DETAILS

ENHANCEMENT 1. CUT WALLS

What: Concrete site walls at entry.

Why: Impact, scale, and grandeur of experience when entering venue. Sense of arrival and place in scale with the entry. Recognition, signage, and naming opportunity.

Without: Berm slopes will be graded back and vegetated. Entry experience will lose frame and more of venue will be on display outside of gates.

Opinion of Cost: \$915,902



ENHANCEMENT 1. CUT WALLS



ENHANCEMENT 2. PARKING LOT ENHANCEMENTS

What: Parking islands, lighting, and landscape.

Why: Elevate experience commensurate with venue. Existing parking lot has settled and been cut for past and current utility work.

Without: Existing lot will be pavement patched as needed for utility work and lot will be sealed to receive uniform color for a few years.

Opinion of Cost: \$359,902



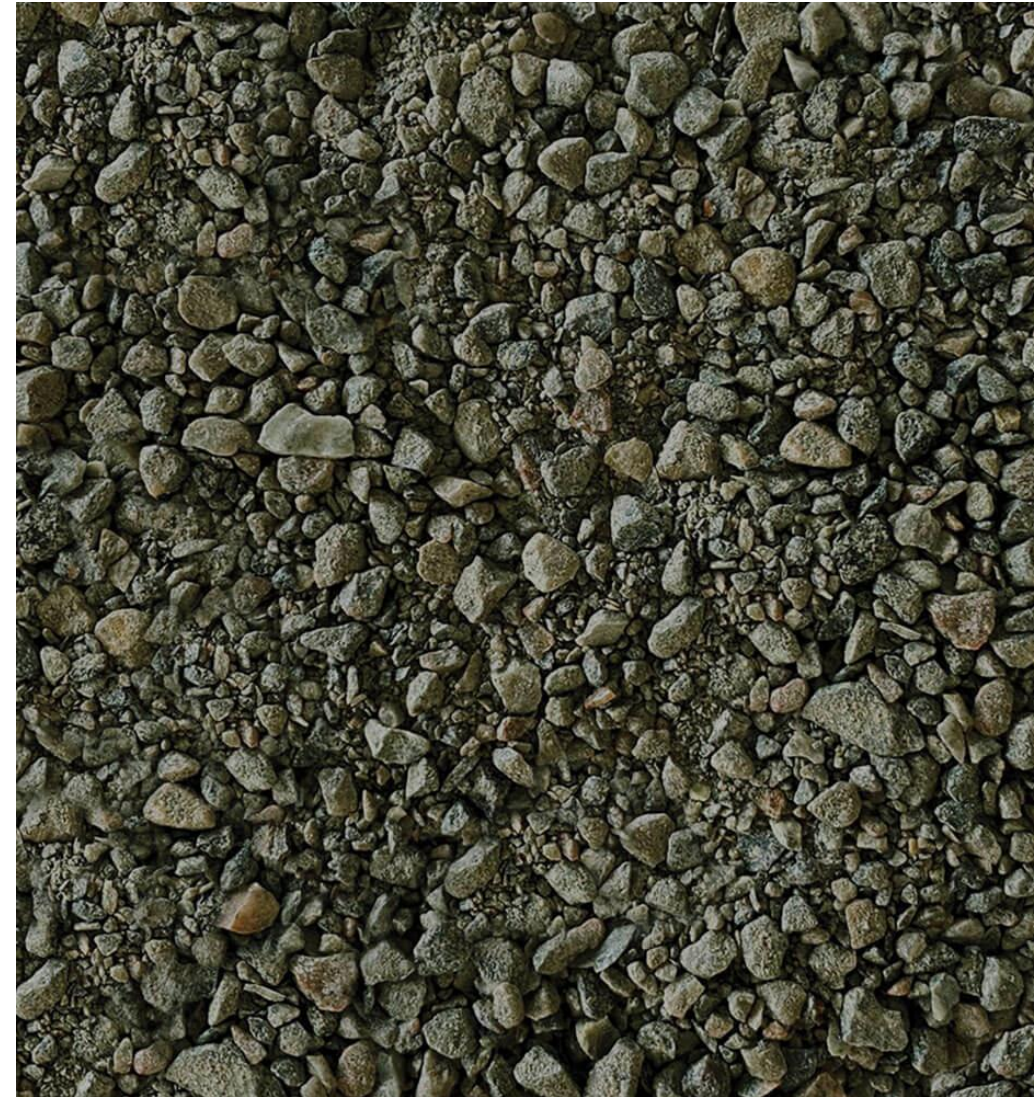
ENHANCEMENT 3. DECOMPOSED GRANITE SURFACES

What: Decomposed granite walks and seating areas near beverage service locations.

Why: Elevated and durable material to create different space and enhance venue.

Without: Areas will be turfgrass that will wear over time with foot traffic and will be continual maintenance item. Could be surfaced later, but not with respect to long-term tree plantings at beverage stations.

Opinion of Cost: \$17,648



ENHANCEMENT 3. DECOMPOSED GRANITE SURFACES



DG in courtyard application

ENHANCEMENT 4. SODDING IN LIEU OF SEEDING

What: Sod lawn areas inside venue.

Why: Establishing lawn from sod will result in a uniform, high quality, weed suppressive surface ready for use within a month or two from completion.

Without: Lawn will be established from seed, be subject to potential weed growth and patchy establishment, and delay use of venue while seed grows in. Longer-term and higher cost maintenance may be needed to establish seed-grown lawn.

Opinion of Cost: \$153,406



ENHANCEMENT 4. SODDING IN LIEU OF SEEDING



Sodded lawn ready for use in weeks.



Seeded lawn takes months to infill and is subject to weed pressure.

ENHANCEMENT 5. CANOPY RIGGING “SUPER GRID TRUSS”

What: Truss rigging for lights and A/V.

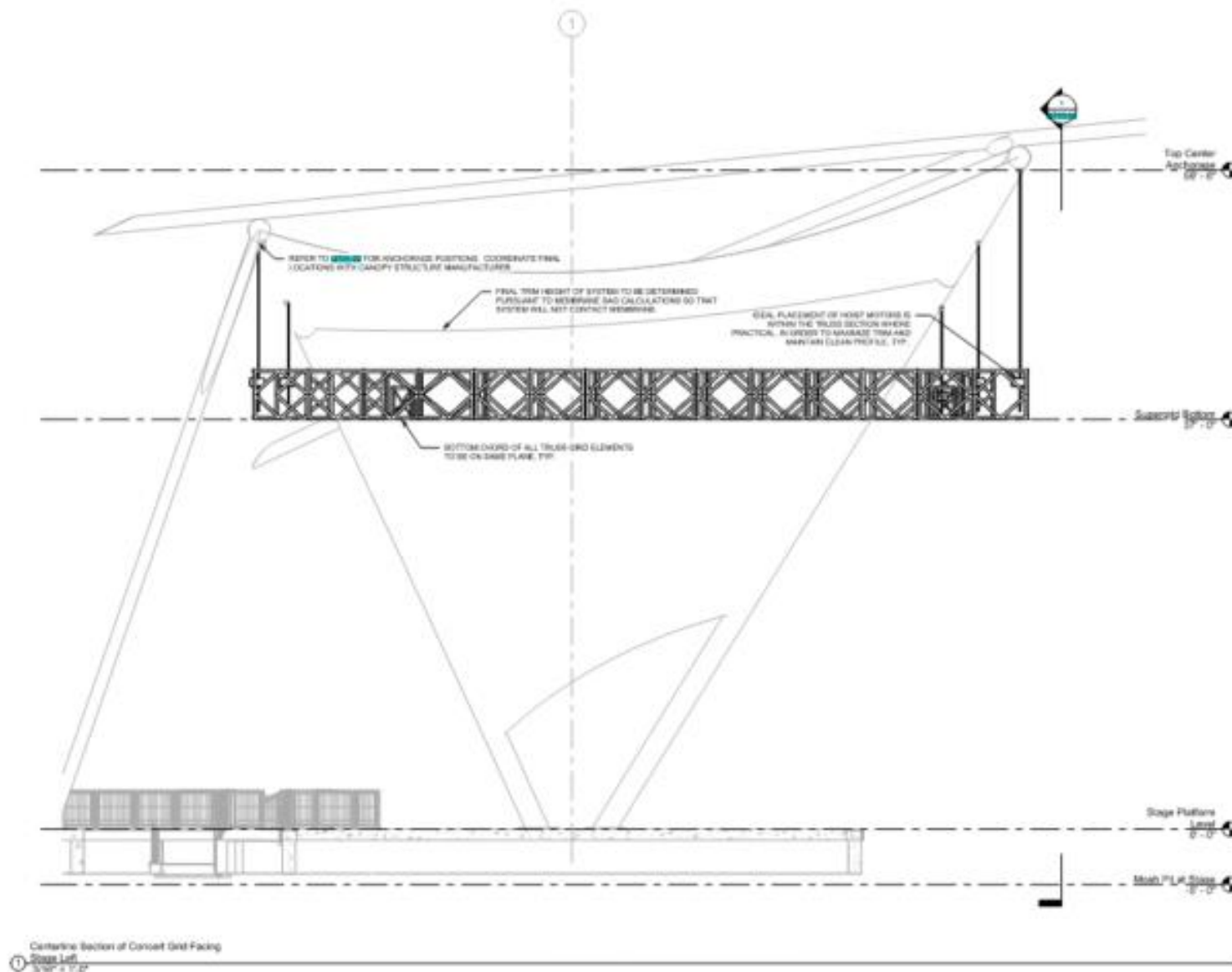
Why: Can be lowered to stage to reduce labor, speed set up and removal. Very inviting for touring venues. Mitigates fall risk during rigging.

Without: Temporary rigging with guy lines and counterweights needed to support lights/AV. Canopy is designed for truss and this can be added later without issue.

Opinion of Cost: \$271,013



ENHANCEMENT 5. CANOPY RIGGING “SUPER GRID TRUSS”



Motors lower entire truss system to stage level for adding equipment. Motors raise rigged truss to canopy height for events.

Ladders and lifts aren't needed enhancing speed and safety of operations. These are used in high-end event centers across the country.

ENHANCEMENT 6. ICONIC UPCYCLED ARTISTIC LIGHT FEATURE

What: Artistic lighting display using salvaged racetrack light reflectors.

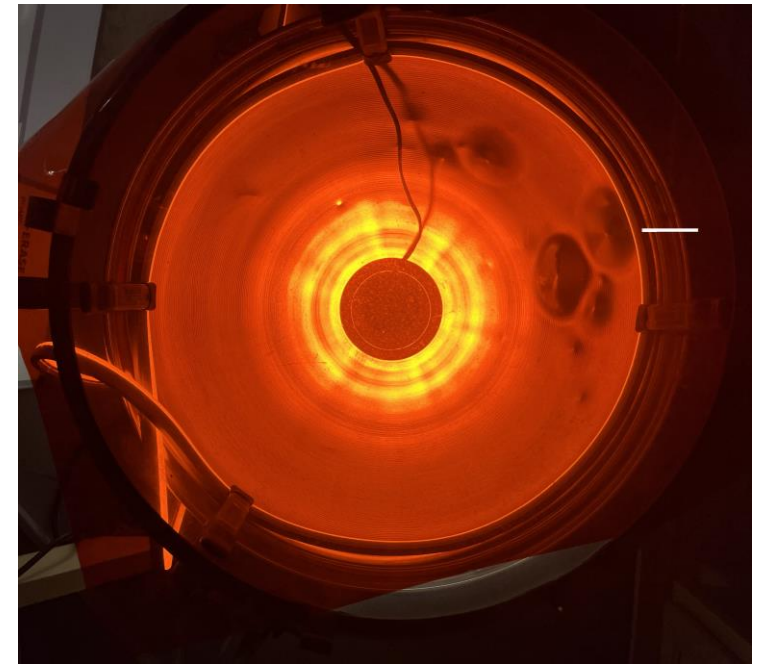
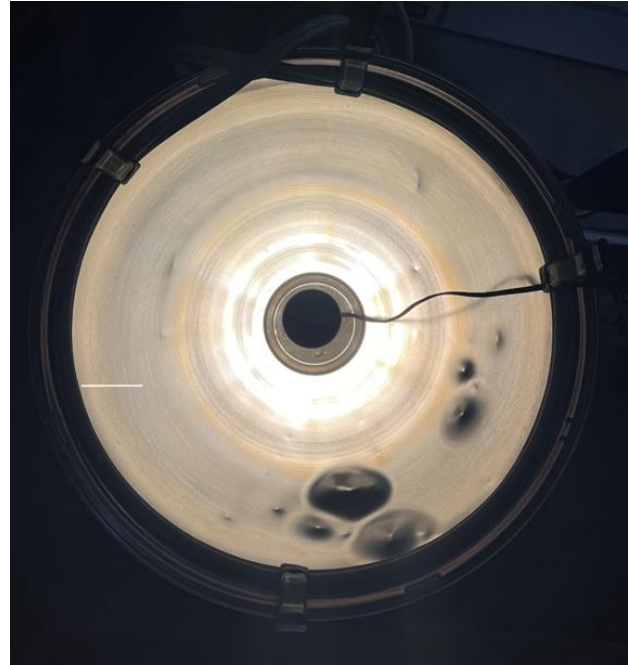
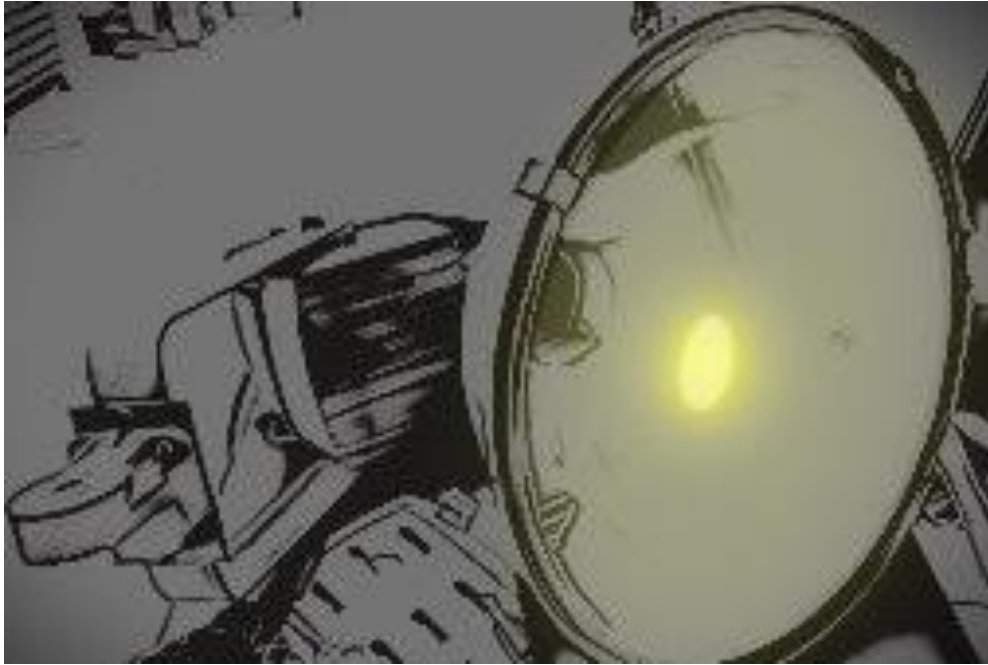
Why: Signature light display that is iconic and site specific. Element to excite crowd waiting to enter the venue. “Instagram” moment. Programable display of “pixels.” Branding.

Without: No lights or art element in this location. Landscape berm at entry as shown.

Opinion of Cost: \$460,000



ENHANCEMENT 6. ICONIC UPCYCLED ARTISTIC LIGHT FEATURE



Directional light source with opaque reflector on lens creates iconic drum head or speaker visual.

RGBW static color – entire drum color changes.

Digital control – color change, flash, timing, patterns.



ENHANCEMENT 7. CONCRETE PAVING REINFORCEMENT

What: Additional steel reinforcement in site pavement.

Why: Site is on an old landfill and has experienced inches to feet in settlement. Reinforcement will reduce need for repairs due to settlement and ensure long-term quality of site and investment.

Without: Concrete is designed for geotechnical requirements but may be subject to cracking if settlement occurs. The site on a former landfill has a history of settlement.

Opinion of Cost: \$75,000





Tour





RDg...
PLANNING • DESIGN

**City of Dubuque
City Council**

ACTION ITEMS # 3.

ITEM TITLE:	Resolution Approving an Amended and Restated Development Agreement with Walter Development, LLC
SUMMARY:	City Manager recommending City Council adopt the attached resolution approving the Amended and Restated Development Agreement with Walter Development, LLC. RESOLUTION Approving An Amended And Restated Development Agreement By And Between The City Of Dubuque, Iowa And Walter Development, LLC
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)
ATTACHMENTS:	
	1. MVM Memo
	2. Staff Memo
	3. Development Agreement
	4. Resolution of Approval

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

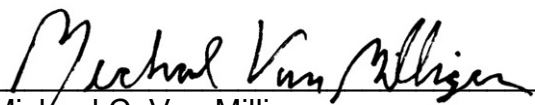
SUBJECT: Resolution Approving an Amended and Restated Development Agreement with Walter Development, LLC

DATE: December 11, 2024

Economic Development Director Jill Connors is recommending City Council adopt the attached resolution approving the Amended and Restated Development Agreement with Walter Development, LLC.

Duluth Holdings, Inc. has closed its operations in Dubuque and terminated its lease with Walter Development, LLC for the industrial facility. The attached Amended and Restated Development Agreement removes Duluth Holdings, Inc. from all rights and responsibilities under the terms and conditions of the Agreement. This will allow Walter Development to lease the industrial facility to another employer and continue to maintain at least 12 new full-time positions at the facility. Additionally, as the Minimum Improvements detailed in the Agreement have been completed by Walter Development, LLC, the penalty for not completing these Improvements has been removed from the Agreement (Reclaiming of the Land Acquisition Grant).

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: Resolution Approving an Amended and Restated Development Agreement with Walter Development, LLC

DATE: December 10, 2024

INTRODUCTION

This memorandum presents for your review and approval a Resolution approving an Amended and Restated Development Agreement with Walter Development, LLC.

BACKGROUND

The City of Dubuque entered into a Development Agreement with Walter Development, LLC, as amended, by Resolution No. 389-19, dated November 4, 2019 for the sale of City owned property to construct a 216,000 square foot industrial facility in the Dubuque Industrial Center.

On April 6, 2020, Resolution No. 109-20 approved the addition of Duluth Holdings, Inc. into an Amended and Restated Development Agreement requiring the creation and maintenance of at least 12 full time positions for the duration of the Agreement.

DISCUSSION

Duluth Holdings, Inc. has closed its operations in Dubuque and terminated its lease with Walter Development, LLC for the industrial facility. The attached Amended and Restated Development Agreement removes Duluth Holdings, Inc. from all rights and responsibilities under the terms and conditions of the Agreement. This will allow Walter Development to lease the industrial facility to another employer and continue to maintain at least 12 new full-time positions at the facility. Additionally, as the Minimum Improvements detailed in the Agreement have been completed by Walter Development, LLC, the penalty for not

completing these Improvements has been removed from the Agreement (Reclaiming of the Land Acquisition Grant).

RECOMMENDATION

I recommend City Council adopt the attached resolution approving the Amended and Restated Development Agreement with Walter Development, LLC.

**AMENDED AND RESTATED
DEVELOPMENT
AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA,
AND
WALTER DEVELOPMENT, LLC**

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT (the Agreement), dated for reference purposes the ____ day of _____, 2024, by and between the City of Dubuque, Iowa, a municipality (City), established pursuant to the Iowa Code and acting under authorization of Iowa Code Chapter 403, as Amended (Urban Renewal Act), and Walter Development, LLC, an Iowa limited liability company with its principal place of business in Dubuque, Iowa (Developer).

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, City has undertaken an Urban Renewal Project (the Project) as described herein to advance the community's ongoing economic development efforts; and

WHEREAS, the Project is located within the Dubuque Industrial Center Economic Development District (the Project Area); 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 Dubuque Industrial Center Economic Development District, approved by the City Council of City on May 2, 1988, 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, Developer determined that it required a new industrial building/facility to maintain and expand its operations and employment in the Project Area (the Facility); and

WHEREAS, City and Developer entered into a Development Agreement dated the 4th day of November, 2019; and

WHEREAS, Pursuant to the Agreement, City sold to Developer certain real estate described herein; and

WHEREAS, Duluth Holdings, Inc., a Wisconsin Corporation with its principal place

of business in Wisconsin previously joined in the Development Agreement as Employer, with the intention of leasing the Facility from Developer; and

WHEREAS, City, Developer and Duluth Holdings, Inc. have agreed that Duluth Holdings, Inc. will no longer be a party to this Agreement and will have no further rights and responsibilities and City and Developer will no longer have any obligations or liabilities to Duluth Holdings, Inc.; and

WHEREAS, Developer has completed the construction of the Facility in accordance with the Agreement; and

WHEREAS, Developer has made a capital investment in building improvements, equipment, furniture and fixtures in the Facility (the Project); and

WHEREAS, City believes that 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. CITY PARTICIPATION.

1.1 Acquisition Grant to Developer.

For and in consideration of Developer's obligations hereunder to construct the Minimum Improvements, City has made the following Acquisition Grant to Developer:

Parcel A: \$278,135 (\$71,500 per acre x 3.89 usable acres)

Parcel B (B-1 and B-2): \$231,150 (\$23,000 per acre x 10.05 usable acres)

Parcel C (C-1 and C-2): \$10,675 (\$71,500 per acre x 0.13 usable acres = \$9,295) + (\$23,000 per acre x 0.06 usable acres = \$1,380).

The total of the Acquisition Grants for Parcel A, Parcel B, and Parcel C is \$519,960.00 (the Total Acquisition Grant).

The parties agree that the Acquisition Grant was payable in the form of a credit favoring Developer with the effect of directly offsetting the Purchase Price obligation of Developer. The Acquisition Grant for Parcel C reduced the Purchase Price to reflect the City's initial investment in Parcel C.

1.2 Economic Development Grants.

(1) Developer Economic Development Grants

(a) For and in consideration of Developer's obligations hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Project Area and the Urban Renewal Law, City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make twenty (28) consecutive semi-annual payments (such payments being referred to collectively as the Developer Economic Development Grants), as follows:

November 1, 2021	May 1, 2022
November 1, 2022	May 1, 2023
November 1, 2023	May 1, 2024
November 1, 2024	May 1, 2025
November 1, 2025	May 1, 2026
November 1, 2026	May 1, 2027
November 1, 2027	May 1, 2028
November 1, 2028	May 1, 2029
November 1, 2029	May 1, 2030
November 1, 2030	May 1, 2031
November 1, 2031	May 1, 2032
November 1, 2032	May 1, 2033
November 1, 2033	May 1, 2034
November 1, 2034	May 1, 2035

pursuant to Iowa Code Section 403.9 of the Urban Renewal Law, in amounts equal to the actual amount of tax increment revenues collected by City under Iowa Code Section 403.19 (without regard to any averaging that may otherwise be utilized under Iowa Code Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding six-month period in respect of the Property and Minimum Improvements constructed by Developer (the Developer Tax Increments). 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, 2020, 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, 2020, the Developer Economic Development Grants in respect thereof would be paid to Developer on November 1, 2021, and May 1, 2022.)

(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 Duluth 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 Duluth TIF Account to pay the Developer Economic Development Grants, as and to the extent set forth in Section 1.2(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 Duluth TIF Account (regardless of the amounts thereof) to the payment of the Developer Economic Development Grants to Developer or Developer as and to the extent described in this Section.

SECTION 2. NON- APPROPRIATION / LIMITED SOURCE OF FUNDING.

2.1 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.

2.2 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 3. COVENANTS OF DEVELOPER.

3.1 Job Creation. During the term of this Agreement, Developer shall comply with the following employment-related covenants for the Development Property:

(1) Developer shall create twelve (12) fulltime equivalent (FTE) employees at the Facility in Dubuque, Iowa, and shall maintain those jobs through October, 2030. Developer shall be entitled to a credit for each FTE employee that a third-party occupant of the Facility creates. It is agreed by the parties that Developer has zero (0) fulltime equivalent employees (FTE) at 5955 Chavenelle Road in Dubuque, Iowa, as of October 2024. 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 period prior to October, 2030, the FTE positions that Developer fails to create and maintain for any year during the term of this Agreement, including the FTE credits Developer is entitled to, the semi-annual Developer Economic Development Grants for such year under Section 3.2(1) shall be reduced by the percentage that the number of such positions bears to the total number of positions required to be maintained (12 FTE's) by this Section 3.1. (For example, if

Developer has nine (9) FTE employees, the semi-annual Economic Development Grants to be paid for that year would be reduced to 75% (9/12 employees) of the Tax Increment Revenues received by City). The reduction of the semi-annual Economic Development Grants shall be the City's sole remedy for the failure of Developer to meet the job creation requirements of this subsection 3.1(2).

3.2 Certification. To assist City in monitoring the performance of Developer hereunder, as of October 1, 2025, and again as of October 1 of each year thereafter during the term of this Agreement, a duly authorized officer of Developer shall certify to City in a form acceptable to City (a) the number of FTE positions employed by Developer and any third-party occupant at the Facility in Dubuque, Iowa, 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 (or from January 1, 2025 in the case of the first certification), Developer 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, 2025, and by October 15 of each year thereafter. Developer's certification obligations under this Section 3.2 terminate following the final certification on October 1, 2030 (due by October 15, 2030).

3.3 Books and Records. During the term of this Agreement, Developer shall keep at all times proper books of record and account in which full, true and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer in accordance with generally accepted accounting principles consistently applied throughout the period involved, and Developer shall provide reasonable protection against loss or damage to such books of record and account.

3.4 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.

3.5 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.

3.6 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, 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.

(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. 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 \$200,000.00 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.

3.7 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 Development Property.

3.8 Non-Discrimination. In carrying out the project, Developer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age or disability.

3.9 Conflict of Interest. Developer 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 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.

3.10 Non-Transferability. During the Term of this Agreement, this Agreement may not be assigned by Developer, nor may any portion of the Development Property be sold or otherwise transferred by Developer without the prior written consent of City, which consent shall not be unreasonably withheld. City has no obligation to consent to any assignment or sale.

3.11 Restrictions on Use. Developer agrees for itself, and its successors and assigns, and every successor in interest to the Development Property or any part thereof that they, and their respective successors and assigns, shall:

(1) Devote the Development 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 Development 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 Development 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).

3.12 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 Development Property and any hazardous substance or environmental contamination located in or on the Development Property, caused and occurring after Developer takes possession of the Development Property.

(3) The Indemnified Parties shall not be liable to Developer 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.

3.13 Compliance with Laws. Developer shall comply with all laws, rules and regulations relating to its businesses, other than laws, rules and regulations for which the failure to comply with or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, financial or otherwise, of Developer.

SECTION 4. EVENTS OF DEFAULT AND REMEDIES.

4.1 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 Development Property.
- (2) Failure by Developer to substantially observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

4.2 Remedies on Default by Developer. Whenever any Event of Default referred to in Section 4.1 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) City shall be entitled to recover from Developer the sum of all amounts expended by City in connection with the funding of the Acquisition Grant to Developer, and City may take any action, including any legal action it deems necessary, to recover such amounts from the Developer;
- (3) City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

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

4.5 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.

4.6 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.

4.7 Remedies on Default by City. If City defaults in the performance of this Agreement, Developer may take any action, including legal, equitable or administrative action that may appear necessary or desirable to collect any payments due under this Agreement, to recover expenses of Developer, or to enforce performance and observance of any obligation, agreement, or covenant of City under this Agreement. Developer may suspend performance under this Agreement until it receives assurances from City, deemed adequate by Developer, that City will cure its default and continue its performance under this Agreement.

SECTION 5. GENERAL TERMS AND PROVISIONS.

5.1 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: Walter Development, LLC
Attn: Michael Fullan, Member
7465 Chavenelle Rd
Dubuque, IA 52002
Phone: (563) 583-9781

With copy to: Flint Drake
Drake Law Firm, PC
300 Main St., Suite 323
Dubuque, IA 52001
Phone: (563) 582-2000

(2) If to City: City Manager
City Hall
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
Phone: (563) 589-4113

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.

5.2 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of City and Developer and their respective successors and assigns.

5.3 Termination Date. This Agreement and the rights and obligations of the parties hereunder shall terminate on June 1, 2035 (the Termination Date).

5.4 Execution By Facsimile. The parties agree that this Agreement may be transmitted among them by facsimile machine. The parties intend that the faxed signatures constitute original signatures and that a faxed Agreement containing the signatures (original or faxed) of all the parties is binding on the parties.

5.5 Memorandum of Development Agreement. City shall promptly record a Memorandum of Development Agreement in the form attached hereto as Exhibit F in the office of the Recorder of Dubuque County, Iowa. Developer shall pay the costs for so recording.

IN WITNESS WHEREOF, City has caused this Agreement to be duly executed in its name and behalf by its Mayor and attested to by its City Clerk and Developer has caused this Agreement to be duly executed.

CITY OF DUBUQUE, IOWA

WALTER DEVELOPMENT, LLC

By: _____
Brad M. Cavanagh, Mayor

By: Michael Fullan
Michael Fullan, Member

By: _____
Adrienne N. Breitfelder
City Clerk

LIST OF EXHIBITS

Exhibit A	Urban Renewal Plan
Exhibit B-1	Proposed Plat
Exhibit B-2	Site Exhibit
Exhibit H	Certificate of Completion
Exhibit F	Memorandum of Agreement

EXHIBIT A

URBAN RENEWAL PLAN

(on file in City Clerk's office, 50 W. 13th Street, Dubuque, IA 52001)

EXHIBIT B-1
PROPOSED PLAT

EXHIBIT B-2
SITE EXHIBIT

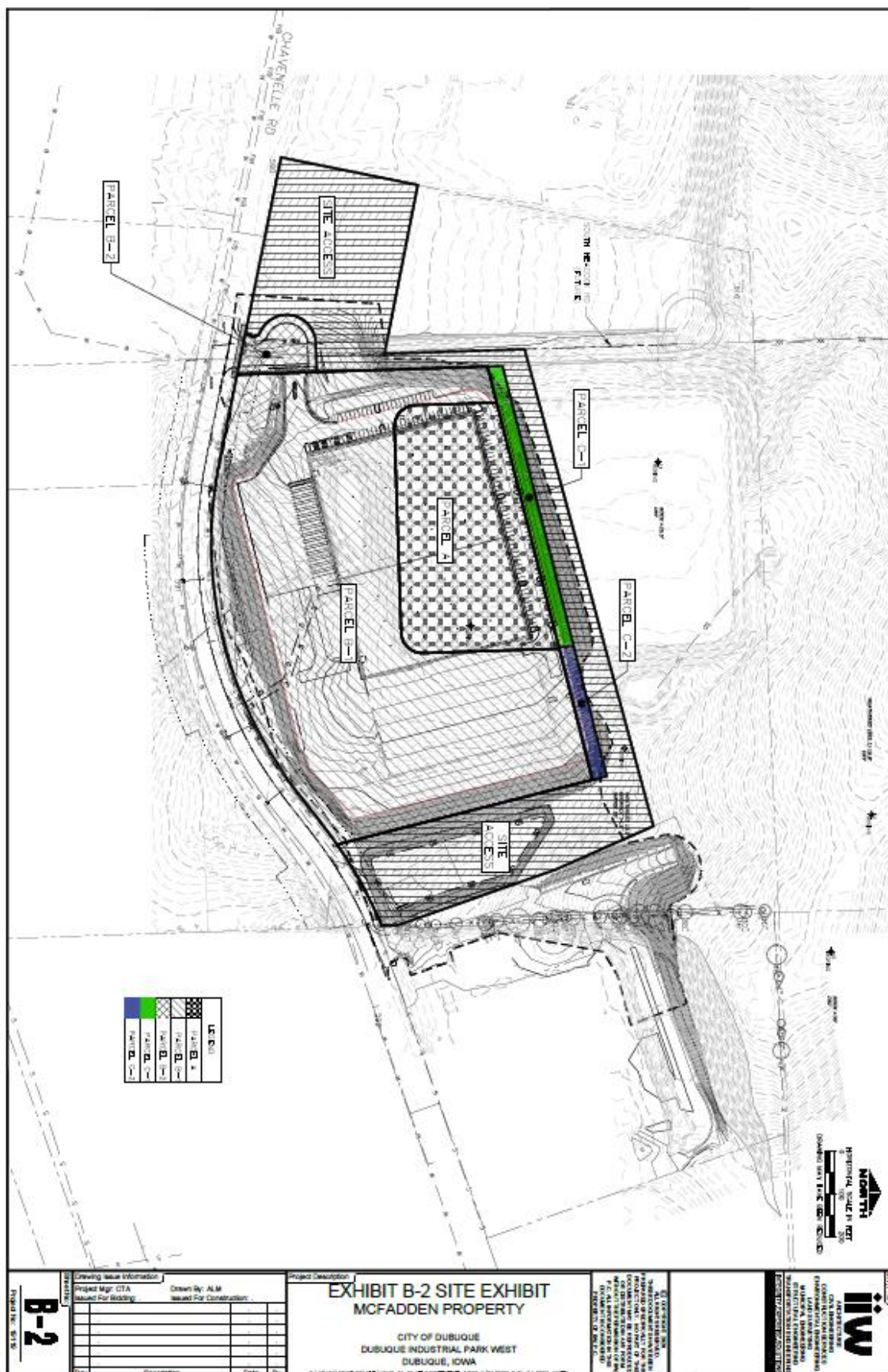


EXHIBIT H

CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

WHEREAS, the City of Dubuque, Iowa, a municipal corporation (the "Grantor"), by a Special Warranty Deed (the "Deed") recorded on [Date] as Instrument Number [Insert Number] in the office of the County Recorder of Dubuque County, State of Iowa, has conveyed to Walter Development, LLC (the "Grantee"), in accordance with a Development Agreement dated as of [Date], by and among the Grantor, and the Grantee (collectively, the "Agreement"), certain real property located within the Dubuque Industrial Center Economic Development District of the Grantor and as more particularly described as follows:

Lot 1A of McFadden Farm Place No. 6 in the City of Dubuque, Iowa

(the "Property"); and

WHEREAS, said Deed incorporated and contained certain covenants and conditions with respect to the development of the Property, and obligated the Grantee to construct certain Minimum Improvements and pay for the Property in accordance with the Agreement; and

WHEREAS, the Grantee has to the present date performed said covenants and conditions insofar as they relate to the construction of the Minimum Improvements and payment for the Property in a manner deemed sufficient by the Grantor to permit the execution and recording of this certification; and

NOW, THEREFORE, pursuant to Section 2.4 of the Agreement, this is to certify that all covenants and conditions of the Deed and the Agreement with respect to the obligations of the Grantee, and its successors and assigns, to construct the Minimum Improvements on the Property and pay for the same have been completed and performed by the Grantee to the satisfaction of the Grantor and such covenants and conditions are hereby terminated.

The Recorder of Dubuque County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfaction of the covenants and conditions of said Deed and the Agreement which would have resulted in a forfeiture by the Grantee and right of the Grantor to re-enter and take possession of the Property as set forth in said Deed and the Agreement if such covenants and conditions had not been satisfied, and that said Deed and the Agreement shall otherwise remain in full force and effect.

CITY OF DUBUQUE, IOWA

By: _____
Michael C. Van Milligen, City Manager

[illegible]

On this ____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Michael C. Van Milligen, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the City of Dubuque, Iowa, a municipal corporation, and that the instrument was signed on behalf of the corporation, and Michael C. Van Milligen acknowledged the execution of the instrument to be his voluntary act and deed.

Notary Public in and for said State

EXHIBIT F
MEMORANDUM OF DEVELOPMENT AGREEMENT

Prepared by: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113
Return to: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113

MEMORANDUM OF DEVELOPMENT AGREEMENT

A Development Agreement by and among the **City of Dubuque, Iowa**, an Iowa municipal corporation, of Dubuque, Iowa, and

WALTER DEVELOPMENT, LLC

was made regarding the following described premises:

Lot 1A of McFadden Farm Place No. 6 in the City of Dubuque, Iowa

The Development Agreement is dated for reference purposes the ____ day of _____, 20__, and contains covenants, conditions, and restrictions concerning the sale and use of said premises.

This Memorandum of Development Agreement is recorded for the purpose of constructive notice. In the event of any conflict between the provisions of this Memorandum and the Development Agreement itself, executed by the parties, the terms and provisions of the Development Agreement shall prevail. A complete counterpart of the Development Agreement, together with any amendments thereto, is in the possession of the City of Dubuque and may be examined at its offices as above provided.

Dated this ____ day of _____, 20__.

CITY OF DUBUQUE, IOWA

By: _____
Barry A. Lindahl, Senior Counsel

STATE OF IOWA

: ss:

DUBUQUE COUNTY

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Iowa, in and for said county, personally appeared Barry A. Lindahl, Esq., to me personally known, who being by me duly sworn did say that he is the Senior Counsel of the City of Dubuque, a Municipal Corporation, created and existing under the laws of the State of Iowa, and said Senior Counsel acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public, State of Iowa

RESOLUTION NO. ____-24

APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND WALTER DEVELOPMENT, LLC

Whereas, the City Council, by Resolution No. 389-19, dated November 4, 2019, entered into a Development Agreement with Walter Development, LLC, as amended, for the development of the property described therein (the Property) according to the terms of the Development Agreement (the Project), including the disposal of interest in City of Dubuque real estate and including the issuance of Urban Renewal Tax Increment Revenue Obligations; and

Whereas, Duluth Holdings, Inc., a Wisconsin Corporation with its principal place of business in Wisconsin, joined in the Development Agreement as Employer, with the intention of leasing property from Walter Development, LLC; and

Whereas, the City of Dubuque, Walter Development, LLC, and Duluth Holdings, Inc. have agreed that Duluth Holdings, Inc. will no longer be a party to this Amended and Restated Development Agreement and will have no further rights and responsibilities and the City of Dubuque and Walter Development, LLC will no longer have any obligations or liabilities to Duluth Holdings, Inc.; and

Whereas, Walter Development, LLC has completed the Minimum Improvements in accordance with the Development Agreement; and

Whereas, the City of Dubuque believes that the development of the Property pursuant to the Amended and Restated Development Agreement, and the fulfillment generally of this Amended and Restated Development 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, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA THAT:

Section 1. The Amended and Restated Development Agreement by and between the City of Dubuque and Walter Development, LLC, a copy of which is attached hereto, including the previously approved issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved.

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

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

Passed, approved, and adopted this 16th day of December 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ACTION ITEMS # 4.

ITEM TITLE:	Ruby Sutton Building 2nd Floor Renovation Project - Award Public Improvement Contract Project No. 5565000021
SUMMARY:	City Manager recommending City Council award the Public Improvement Construction Contract for the Ruby Sutton Building 2nd Floor Renovation Project to Portzen Construction, Inc. in the base bid amount of \$739,000.00 and the alternate bid #1 elevator for the total bid award of \$1,034,000.000 through adoption of the attached resolution. RESOLUTION Awarding Public Improvement Contract For The Ruby Sutton Building 2nd Floor Renovation Project
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)
ATTACHMENTS:	
	1. MVM Memo
	2. Staff Memo
	3. Resolution
	4. Recommendation Letter

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Ruby Sutton Building 2nd Floor Renovation Project
Award Public Improvement Contract
Project No. 5565000021

DATE: December 11, 2024

The City received sealed bids on November 21, 2024, for the Ruby Sutton Building 2nd Floor Renovation Project. Portzen Construction, Inc. submitted the low base bid in the amount of \$739,000.00 which is 7.6% below the engineer's estimate of probable cost. City Engineer Gus Psihoyos is recommending City Council award the Public Improvement Construction Contract for the Ruby Sutton Building 2nd Floor Renovation Project to Portzen Construction, Inc. in the base bid amount of \$739,000.00 and the alternate bid #1 elevator for the total bid award of \$1, 034,000.000 through adoption of the attached resolution.

The Ruby Sutton Building is part of a larger combined facility connected to the Multicultural Family Center. The current Ruby Sutton Building first floor is about 6,600 square feet. The second floor is approximately 2,600 square feet.

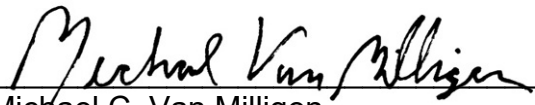
The expanded 2nd floor facility improvements will feature the following amenities:

- A collaborative workspace with presentation equipment.
- A kitchenette to provide staff with space for refreshments and meals.
- A small meeting/conference room.
- One individual/family style restroom.
- A reception area to greet guests.
- Five offices large enough to accommodate small meetings.
- A 10'x25' Deck from the back on the roof section of the 1st floor.
- A skylight to maximize the introduction of natural light.

As part of the project, the bid documents included an Alternate Bid No. 1 to provide a cost to install an elevator that would provide service to the 2nd floor and basement. Based on the bids received, sufficient funding has been identified from unbudgeted

FY25 cash management interest from the new banking services agreement to proceed with the Alternate Bid No. 1 (add elevator) option at this 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
Gus Psihoyos, City Engineer
Jenny Larson, Chief Financial Officer
Marie Ware, Leisure Services Director
Antonio Mouzon, Community Impact Director

TO: Michael C. Van Milligen, City Manager
FROM: Gus Psihoyos, City Engineer
DATE: December 13, 2024
SUBJECT: Ruby Sutton Building 2nd Floor Renovation Project
Award Public Improvement Contract
Project No. 5565000021

INTRODUCTION

The purpose of this memorandum is to provide the City Council with information related to the recommendation for awarding the Public Improvement Construction Contract for the Ruby Sutton Building 2nd Floor Renovation Project.

BACKGROUND

The City owns the Ruby Sutton Building, in which the 1st floor was renovated for multi-departmental city operations while the 2nd floor remains unimproved. In preparation for renovation and to facilitate design, a partial demolition was conducted on the 2nd floor space as well as appropriate asbestos abatement.

DISCUSSION

The Ruby Sutton Building is part of a larger combined facility connected to the Multicultural Family Center. The current Ruby Sutton Building first floor is about 6,600 square feet. The second floor is approximately 2,600 square feet.

The expanded 2nd floor facility improvements will feature the following amenities:

- A collaborative workspace with presentation equipment.
- A kitchenette to provide staff with space for refreshments and meals.
- A small meeting/conference room.
- One individual/family style restroom.
- A reception area to greet guests.
- Five offices large enough to accommodate small meetings.
- A 10'x25' Deck from the back on the roof section of the 1st floor.
- A skylight to maximize the introduction of natural light.

This project is intended to create a suitable workspace for the new Community Impact Department which absorbed functions and staff from the Leisure Services Department.

The Multicultural Family Center staff, Community Impact Department, Engineering Department, Information Services Department, and other city staff were involved in the design of the improvements.

Once the base bid for the construction work has been awarded, the project team intends to distribute two Requests for Proposal to select vendors for providing furnishings and audio-visual equipment.

BID RESULTS

The City received sealed bids on November 21, 2024, for the Ruby Sutton Building 2nd Floor Renovation Project. Portzen Construction, Inc. submitted the low base bid in the amount of \$739,000.00 which is 7.6% below the engineer's estimate of probable cost. A summary of the bid proposals received is as follows:

Contractor Name	Base Bid	Alternate	Base + Alternate
Portzen Construction, Inc.	\$739,000	\$295,000	\$1,034,000
Tricon General Construction, Inc.	\$761,000	\$286,000	\$1,047,000
Sheets General Construction	\$770,000	\$287,000	\$1,057,000
Renovation & Restoration Services, LLC	\$849,300	\$292,800	\$1,142,100

ALTERNATE BID NO. 1

As part of the project, the bid documents included an Alternate Bid No. 1 to provide a cost to install an elevator that would provide service to the 2nd floor and basement.

RECOMMENDATION

I recommend that the public improvement contract for the Ruby Sutton Building 2nd Floor Renovation Project be awarded to Portzen Construction, Inc. of Dubuque, IA for both the Base Bid and the Alternate Bid No. 1 (add elevator) in the amount of \$1,034,000.00.

BUDGET IMPACT

The estimate of probable cost for the Ruby Sutton 2nd Floor Renovation Project is summarized in the following table:

PROJECT COSTS	ESTIMATE	AWARD	
Construction Contract - Base Bid	\$ 800,000	\$ 739,000	
Alternate Bid No. 1 Elevator for Service to 2nd Floor and Basement	600,000	295,000	
Total - Base Bid + Alternate No. 1	\$ 1,400,000	\$ 1,034,000	A

Other Project Costs	ESTIMATE	AWARD	
Engineer Dept Staff Services		\$ 20,000	
Consultant Services Design - 563 Design		53,000	
Consultant Services Elevator Design - Strand		32,500	
Consultant Services Construction - 563 Design		15,900	
Hazardous Building Materials Abatement	\$ 25,000	17,995	
Furniture & Audio/Visual/IT/Security	75,000	75,000	
Contingency (5%) *	40,000	40,000	
Total - Other Project Costs	\$ 140,000	\$ 254,395	B

	AWARD
Total - Base Bid + Alternate No. 1 + Other Project Costs (A+B)	\$ 1,288,395

* Because this project only involves interior space renovation; a 5% contingency is recommended compared to the traditional 10% contingency budget.

The proposed funding for the Ruby Sutton 2nd Floor Renovation Project is summarized in the following table:

Project No.	Fund Description	Fund Amount
5565000021	American Rescue Plan Act (ARPA) Funds	\$ 507,827
	MFC 2 nd Floor Renovation (FY24 YE Savings)	432,173
	FY25 Revenue from New Bank Services Agreement	348,395
Total Project Funding		\$ 1,288,395

In addition to the ARPA funding, the City local funding for Project No. 5565000021, MFC 2nd Floor Renovation, will come from the allocation of remaining fund balance from the close of the FY24 budget year in addition to FY25 unbudgeted cash management interest (\$348,395) from anticipated revenue from the new bank services agreement.

ACTION TO BE TAKEN

I respectfully request that the City Council award the Public Improvement Construction Contract for the Ruby Sutton Building 2nd Floor Renovation Project to Portzen Construction, Inc. in the base bid amount of \$1,034,000.00 through adoption of the attached resolution.

cc: Jenny Larson, Chief Financial Officer
Robert Schiesl, Assistant City Engineer
Marie Ware, Leisure Services Director
Antonio Mouzon, Community Impact Director
Justin Hogan, Facilities Manager

RESOLUTION NO. -24

**AWARDING PUBLIC IMPROVEMENT CONTRACT FOR THE RUBY SUTTON
BUILDING 2ND FLOOR RENOVATION PROJECT**

WHEREAS, sealed proposals have been submitted by contractors for the Ruby Sutton Building 2nd Floor Renovation Project, (the Project) pursuant to Resolution No. 336-24 and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 25th day of October 2024; and

WHEREAS, said sealed bid proposals were opened and read on the 21st day of November 2024 and it has been determined that Portzen Construction, Inc. of Dubuque, Iowa, in the base bid amount of \$1,034,000.00, is the lowest responsive, responsible bidder for the Project.

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

SECTION 1. That a Public Improvement Contract for the Project is hereby awarded to Portzen Construction, Inc. and the City Manager is hereby directed to execute a Public Improvement Contract on behalf of the City of Dubuque for the Project.

Passed, approved, and adopted this 16th day of December 2024.

Attest:

Brad M. Cavanagh, Mayor

Adrienne Breittfelder, CMC City Clerk



1268 Locust Street
Dubuque, Iowa 52001
563design.com

The City of Dubuque
50 W. 13th Street
Dubuque, IA 52001

26 November 2024

Re: Ruby Sutton Building – Second Floor Remodel – Award Recommendation

To whom it may concern:

In accordance with the Advertisement for Bids for a Public Improvement Project, the Ruby Sutton Building – Second Floor Remodel bids were opened and ready publicly shortly after 2:00 p.m. on November 21, 2024. We have confirmed with the apparent low bidder they are able to complete the work outlined in the drawings and specifications in the timeline set forth in the project specifications. They have successfully completed other projects of similar size and complexity. With this information, we recommend award of the contract (including Bid Alternate #1) to Portzen Construction Inc. for the total amount of \$1,034,000.00.

The Bid results are attached.

Sincerely,

A handwritten signature in black ink, appearing to read 'Andrew McCready', with a stylized flourish at the end.

Andrew McCready, Registered Architect
Principal

**City of Dubuque
City Council**

ACTION ITEMS # 5.

ITEM TITLE:	Leisure Services Comprehensive Master Plan Consultant Selection Approval and Authorization of Contract
SUMMARY:	City Manager recommending City Council approval of Kimley-Horn for the Leisure Services Comprehensive Master Plan and authorize the City Manager to negotiate and execute the contract for services. RESOLUTION Authorizing The City Manager To Negotiate And Execute A Contract With Kimley-Horn For The Leisure Services Comprehensive Master Plan
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)
ATTACHMENTS:	
	1. MVM Memo 2. Staff Memo 3. Resolution 4. Kimley Horn Proposal 5. RFP and Addendum 1

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Leisure Services Comprehensive Master Plan Consultant Selection
Approval and Authorization of Contract

DATE: December 12, 2024

Leisure Services Director Marie Ware is recommending City Council approval of Kimley-Horn for the Leisure Services Comprehensive Master Plan and authorize the City Manager to negotiate and execute the contract for services.

In October of 2024, City Council authorized the Request for Proposals (RFP) for Leisure Services Comprehensive Master Plan Consultant Services to be posted and initiate the consultant selection process.

Kimley-Horn is a multi-disciplinary planning and engineering firm that has provided master planning services across the United States. The team of experts proposed for our projects brings experience and expertise in parks, recreation, and open space projects for system-wide master planning. They bring together sub-consultants Ballard*King & Associates Limited and ETC Institute in the areas of strategic planning and a statistically valid survey respectively that complement the proposal. Their internal team brings experts in GIS mapping, public engagement, park inventory, analysis and assessment, natural resources/arborist, and the project manager to cover all aspects outlined in the RFP.

Kimley-Horn laid out the most detailed approach and plan that best meets all the criteria within the RFP specifically calling out their experience with ARPA funded projects to the clear understanding for the need for creative and extensive community engagement. Within their proposal there was detailed and flexible processes that can be adjusted to ensure the greatest impact through community engagement, planning, and recommendation. They wanted to meet people where they are throughout the project and included numerous ideas of making the outreach and engagement fun. The ideas related to youth engagement were fresh and fun. They included a significant amount of consultant hours dedicated to the project compared to other proposals. During the interview process, the committee was very impressed with Kimley-Horn's attention to detail and clarity.

Their process outlined establishing a shared vision for the plan, inventory and benchmarking, business planning, trends analysis, incorporation of past and current city

planning, leadership engagement and interviews, engagement of the staff whom are our boots on the ground, equitable public outreach, interactive tools, website and social media campaign, stakeholder and user group interaction through interviews, workshops, pop-up events, and virtual workshops, parks and facility as well as natural resource inventory and assessments, park walkability and trails mapping, reviews of operations structure, maintenance operations, funding strategies and opportunities, levels of service review, capital improvement plan, and more.

Key elements of the comprehensive plan will be a needs assessment, SWOT analysis, existing facility inventory and conditions, program offerings analysis, public input, history, existing plan review, demographics, benchmarking, staffing assessment and level of service. All elements will combine to create a review and a road map for the future of the department, programs, parks, open spaces, and facilities.

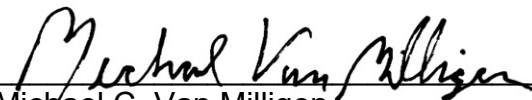
The RFP proposal outlines the work plan of projected tasks and steps. These will be further defined as the planning process begins. The planning would begin in January of 2025 and be concluded in early January of 2026 with City Council final approval

Funding is budgeted in the Parks Division and the Recreation Division for this project. The total funding available is \$396,000 based on the projects below.

Project	Budget	Project Number
Quality of Life Assessment	\$40,000	3449900009
Deferred Maintenance Assessment	\$90,000	3449900008
Natural Resources Plan	\$58,000	3043000036
Comprehensive Parks Masterplan	\$208,000	3043000001

With the City Council high priority of parks maintenance/refresh action plan, an additional request of \$50,000 is being made in the FY 26 budget request process. As this project is ARPA funded a contract will be executed before year-end.

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
Steve Fehsal, Park Division Manager
Dan Kroger, Recreation Division Manager
(note cc list continued on next page)

Jared Charland, Leisure Services Project and Facilities Manager
Mary Bridget Corken-Deutsch, Community Development Specialist
Jason Duba, Assistant Planner
Temwa Phiri, Community Engagement Coordinator

TO: Michael C. Van Milligen, City Manager
FROM: Marie L. Ware, Leisure Services Director
SUBJECT: Leisure Services Comprehensive Master Plan Consultant Selection
Approval and Authorization of Contract
DATE: December 11, 2024

INTRODUCTION

The purpose of this memo is to recommend approval of Kimley-Horn as the consultant selected for the Leisure Services Comprehensive Master Plan project and authorize the City Manager to negotiate and execute a contract for services.

BACKGROUND

The City Council in their 2021-23 goal setting made comprehensive parks master plan a high priority. In subsequent budget cycles funding was approved. In the most recent 2024-26 city council goal setting Parks Maintenance/Refresh Action Plan was identified as a high priority.

Dubuque is the first city in Iowa. Washington, Jackson, Grant, Flat Iron, and Phoenix Parks were reserved for public use by the United States government when the City was originally platted July 2, 1836. We are proud to have the oldest park system in Iowa. Since that time the city's park and recreation assets and programs have grown to what we have today. Research of available documents show that the last parks and recreation comprehensive plan was a Recreation and Open Space Plan in 1982. The City's comprehensive plan [Imagine Dubuque 2037](#) references parks and recreation often and has numerous action plans related to the department. The public continues to express desires, wants, and needs related to the assets and programs of the department.

The City solicited proposals from qualified professional consulting firms to provide for comprehensive parks and recreation master planning. The comprehensive parks and recreation master plan will include a quality-of-life assessment, natural resources plan, and deferred maintenance assessment.

The consultants will inventory and assess the current assets and levels of service and compare to state and national standards. There would be a review of capacity, functionality, accessibility, condition, and convenience. This will include work to identify and document deferred maintenance. The assessment will provide data and information necessary to evaluate how the Department facilities meet current and future needs.

A natural resources plan will inventory and analyze the natural resource assets, invasive species, and other environmental issue identification, management practices, and recommendations.

A key component of the assessment will be engagement of the community into the process throughout the plan. Over the last six months as we talk with our residents about concern areas or additions, they would like to see we have been referencing this planning effort and have been encouraging them to lift their voices into the planning process. The staff will be engaged in vision, mission, and organizational values consistent with the plan.

An RFP committee has been established with the following members:

Dan Kroger, Recreation Division Manager

Steve Fehsal, Park Division Manager

Jared Charland, Leisure Services Project and Facilities Manager

Mary Bridget Corken-Deutsch, Community Development Specialist

Jason Duba, Assistant Planner

Temwa Phiri, Community Engagement Coordinator

DISCUSSION

In October of 2024, City Council authorized the Request for Proposals (RFP) for Leisure Services Comprehensive Master Plan Consultant Services to be posted and initiate the consultant selection process.

The RFP was posted on October 22, 2024 with proposals due on November 13, 2024. Seven (7) proposals were received. Consultant firms that submitted proposals included: BerryDunn, Confluence, Kimley-Horn, MSA, 02 Design, RDG Planning and Design, and Agency Landscaping and Planning.

Prior to the RFP Committee Selection meeting, each member independently scored the firms using scoring sheets based on the criteria within the RFP. At the Committee Selection meeting, the top three scoring firms were chosen for an interview based on the collective scores. The three unanimous top ranking firms included: Berry Dunn, Kimley-Horn and RDG Planning and Design.

Interviews were held with the three firms the week of November 25th, 2024. After the interview process, the committee met to discuss each firm's interview including a re-review of the scoring and conversation pertaining to the RFP evaluations. Based on the information gathered through the process, the committee selected and is recommending Kimley-Horn for the Leisure Services Comprehensive Master Plan Project.

Kimley-Horn is a multi-disciplinary planning and engineering firm that has provided master planning services across the United States. The team of experts proposed for our projects brings experience and expertise in parks, recreation, and open space projects for system-wide master planning. They bring together sub-consultants Ballard*King & Associates Limited and ETC Institute in the areas of strategic planning and a statistically valid survey respectively that complement the proposal. Their internal team brings experts in GIS mapping, public engagement, park inventory, analysis and assessment, natural resources/arborist, and the project manager to cover all aspects outlined in the RFP.

Kimley-Horn laid out the most detailed approach and plan that best meets all the criteria within the RFP specifically calling out their experience with ARPA funded projects to the clear understanding for the need for creative and extensive community engagement. Within their proposal there was detailed and flexible processes that can be adjusted to ensure the greatest impact through community engagement, planning, and recommendation. They wanted to meet people where they are throughout the project and included numerous ideas of making the outreach and engagement fun. The ideas related to youth engagement were fresh and fun. They included a significant amount of consultant hours dedicated to the project compared to other proposals. During the interview process, the committee was very impressed with Kimley-Horn's attention to detail and clarity.

Their process outlined establishing a shared vision for the plan, inventory and benchmarking, business planning, trends analysis, incorporation of past and current city planning, leadership engagement and interviews, engagement of the staff whom are our boots on the ground, equitable public outreach, interactive tools, website and social media campaign, stakeholder and user group interaction through interviews, workshops, pop-up events, and virtual workshops, parks and facility as well as natural resource inventory and assessments, park walkability and trails mapping, reviews of operations structure, maintenance operations, funding strategies and opportunities, levels of service review, capital improvement plan, and more.

Key elements of the comprehensive plan will be a needs assessment, SWOT analysis, existing facility inventory and conditions, program offerings (audience and lifecycle) analysis, public input, history, existing plan review, demographics, benchmarking, staffing assessment and level of service. All elements will combine to create a review and a road map for the future of the department, programs, parks, open spaces, and facilities.

The RFP proposal outlines the work plan of projected tasks and steps. These will be further defined as the planning process begins. The timelines for the planning process are also within the proposal. The planning would begin in January of 2025 and be concluded in early January of 2026 with City Council final approval

Dan Kroger, Recreation Division Manager spoke to the references provided by Kimley-Horn. These included the Cities of [Goodyear](#), Scottsdale, Arizona and the [Gurnee Park District](#) in Illinois. The references were very positive. They commented on the

professionalism of the team as well as the understanding of the project goals and the connection between service, infrastructure, and financial planning. All three reported their project was completed within budget (no change orders) and on time. Staff from both the Gurnee Park District and City of Scottsdale made a point to call out Kimley-Horn's creativity and out of the box thinking, as well as their extremely thorough approach to asset management. Staff from both Scottsdale and Goodyear highlighted Kimley-Horn's flexibility within their projects and the ability to adjust the project based on their collaboration with staff, making sure to provide the best possible outcomes and deliverables for the project. In addition, all 3 communities received unanimous approvals of their final plans from their City Councils.

BUDGET IMPACT

Funding is budgeted in the Parks Division and the Recreation Division for this project. The total funding available is \$396,000 based on the projects below.

Project	Budget	Project Number
Quality of Life Assessment	\$40,000	3449900009
Deferred Maintenance Assessment	\$90,000	3449900008
Natural Resources Plan	\$58,000	3043000036
Comprehensive Parks Masterplan	\$208,000	3043000001

With the City Council high priority of parks maintenance/refresh action plan, an additional request of \$50,000 is being made in the FY 26 budget request process. As this project is ARPA funded a contract will be executed before year-end.

ACTION REQUESTED

I respectfully request approval of Kimley-Horn for the Leisure Services Comprehensive Master Plan and authorize the City Manager to negotiate and execute the contract for services.

Prepared by Steve Fehsal, Park Division Manager

cc: Dan Kroger, Recreation Division Manager
Jared Charland, Leisure Services Project and Facilities Manager
Mary Bridget Corken-Deutsch, Community Development Specialist
Jason Duba, Assistant Planner
Temwa Phiri, Community Engagement Coordinator

RESOLUTION NO. ____ - 24

**RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE
A CONTRACT WITH KIMLEY-HORN FOR THE LEISURE SERVICES
COMPREHENSIVE MASTER PLAN**

Whereas, the City of Dubuque has funds budgeted to complete a Leisure Services Comprehensive Master Plan; and

Whereas, City Council Goals and Priorities listed a Parks Comprehensive Master Plan as a High Priority for Fiscal Years 2021-2023, Management in Progress Goal for Fiscal Years 2022-2024 and 2023-2025.

Whereas, City Council Goals and Priorities lists a Parks Maintenance/Refresh Action Plan as a High Priority for Fiscal Years 2024-2026: and

Whereas, sealed proposals were submitted on the 13th day of November, reviewed by the selection committee, and it has been determined Kimley-Horn is the selected recommended firm.

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

That the City Manager hereby is authorized and directed to negotiate and execute a contract with Kimley-Horn for the Leisure Services Comprehensive Master Plan on behalf of the City of Dubuque.

Passed, approved and adopted this 16th day of December, 2024.

Brad M. Cavanaugh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

Proposal for the City of Dubuque
LEISURE SERVICES
COMPREHENSIVE MASTER PLAN

Prepared for

CITY OF DUBUQUE

Prepared by

Kimley»Horn

Expect More. Experience Better.

November 13, 2024





Proposal for the City of Dubuque
LEISURE SERVICES COMPREHENSIVE MASTER PLAN



November 13, 2024

City of Dubuque, Leisure Services Department
2200 Bunker Hill Road
Dubuque, IA 52001-3010

Kimley-Horn
14648 N. Scottsdale Road, Ste. 200
Scottsdale, AZ 85254

RE: PROPOSAL FOR THE CITY OF DUBUQUE LEISURE SERVICES COMPREHENSIVE MASTER PLAN

Dear Mr. Fehsal and Members of the Selection Committee:

The City of Dubuque (City) has been strategically investing in community assets that serve diversified interests and make experiencing the outdoors easily accessible, making Dubuque a highly desirable place to live, work, visit and play. The City is seeking a qualified professional team to develop the City's first Leisure Services Comprehensive Master Plan. The Kimley-Horn team is uniquely positioned to help the City achieve its goal and provide direction for the advancement of leisure services in the city over the next 10 years and beyond.

A well-crafted parks and recreation master plan tells the story of a city, where they were, and where they are going. **Kimley-Horn has assembled a very strong, proven team of qualified professionals that bring the technical expertise, national experience, and passion required to develop a unique and thoughtful world-class parks and recreation master plan for the City.** We are prepared and excited for the opportunity to help you tell your story. Realizing the full potential of a parks and recreation system requires a robust public engagement process; innovative, forward-thinking, and creative solutions; and experience in envisioning and implementing successful strategies for character-rich, multi-use, user-friendly environments. When you think of the Kimley-Horn team, please consider the following special qualities we bring to the City:

Expertise in Parks and Recreation. Specializing in parks and recreation projects, the Kimley-Horn team offers specific expertise in both system-wide and site-specific master planning. We understand how to meet your project-specific objectives and advance your long-term vision for your community. Our team is highly experienced in comprehensive master planning, consensus building, placemaking, and designing parks that have been successfully implemented for communities to enjoy. We have led and contributed to dozens of parks and recreation master plans nationally, including the Scottsdale Parks and Recreation Master Plan in Scottsdale, Arizona and the Gurnee Parks and Recreation Master Plan in Gurnee, Illinois. Together with our outstanding subconsultants, Ballard*King (B*K) and ETC Institute (ETC), **Kimley-Horn brings you a team with the**

highest caliber of relevant expertise—a team that provides creative and realistic ideas that are grounded in best parks and recreation planning practices.

Multidiscipline Approach. Kimley-Horn brings the multidiscipline capabilities required for this master planning project—from parks and recreation planning and design to natural resources planning to public and stakeholder involvement, Geographic Information Systems (GIS), environmental services, visualization, technical editing, graphics and website design, civil engineering, and infrastructure design. **Kimley-Horn has it all under one roof, which means enhanced efficiency, improved communication, and a unified vision for your project.**

A Tailored Team to Meet Your Needs. You have the assurance of knowing that our Project Manager, **Marissa Pellegrini, PLA, ASLA, CLARB**, is dedicated to providing you with a tailored comprehensive parks and recreation master planning experience. **We are dedicated to understanding your system and your unique opportunities and challenges.** We believe this level of personalization translates to technical excellence and means that the City will receive the highest quality level of service. The members of our team are available immediately and are in an excellent position to handle the workload required.

The Kimley-Horn team is ready and excited to help the City complete the Leisure Services Comprehensive Master Plan. We possess the understanding and expertise you need to deliver a quality master plan on-time and within budget. Marissa Pellegrini is our Project Manager and your primary point of contact. She can be reached at Marissa.Pellegrini@kimley-horn.com, 602.906.1153, or at our Scottsdale office at 14648 North Scottsdale Road, Suite 200, Scottsdale, AZ 85254. We acknowledge Addendum No. 1, dated November 7, 2024.

Sincerely,

KIMLEY-HORN

Marissa Pellegrini, PLA, ASLA
Project Manager/Point of Contact

Brian Smalkoski, PE, AICP, PTP, PTOE
Vice President/Authorized Signer



PROFILE OF FIRM

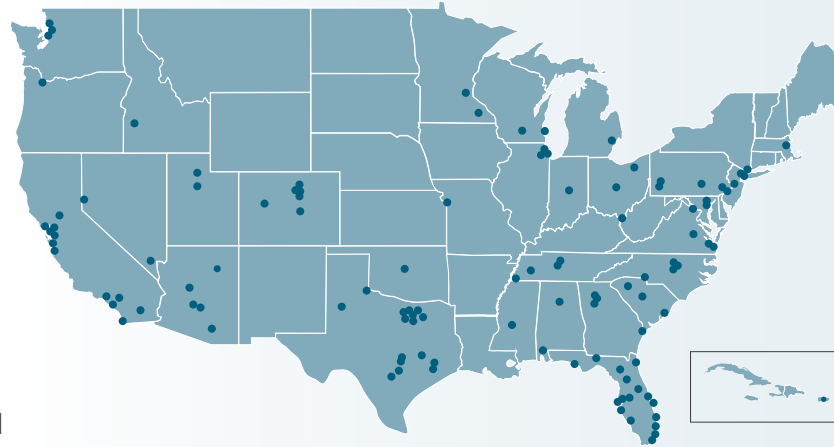
GENERAL FIRM INFORMATION

Founded in 1967, Kimley-Horn is a national multidisciplinary planning and engineering firm that has provided innovative, high-quality consulting services across the U.S. for over 57 years. With more than 8,000 professionals in over 135 offices nationwide, municipalities across the country turn to Kimley-Horn for professional services, including master planning; public participation and consensus building; parks and recreation design; trail design; design and maintenance guidelines; environmental studies; feasibility studies; and cost analysis, including life-cycle assessments. **Work on this project will be completed from our Scottsdale, Arizona and Chicago, Illinois suburban offices.**

Kimley-Horn's integrated approach to the master planning process is guided by the needs of the constituents who live, work, and play in the communities. We approach complex site planning and civil engineering issues from a multidisciplinary perspective to ensure the final plan achieves your needs today and well into the future. The team of experts we have assembled for this master planning project bring experience and expertise extending from a wide range of parks, recreation, and open space projects that vary from systemwide parks master plans and recreation center master plans to the design and construction of regional, community, neighborhood, and pocket parks and recreation facilities.

ARPA FUNDING EXPERIENCE

The Kimley-Horn team is skilled at efficiently guiding our clients through the requirements of federally funded projects, including projects utilizing American Rescue



135+ offices



8,000+ employees



57+ years of client service



17 years as a **FORTUNE Best Company** to Work For

Plan Act (ARPA) funding. Over the years, Marissa Pellegrini and Kimley-Horn have managed multiple ARPA-funded projects for municipal clients that equitably benefited communities across the country. These projects include the City of Scottsdale WestWorld Multi-Use Path Connections and City of Surprise Countryside Park. New ARPA Flex rules allow for spending in new expenditure categories, including natural disaster relief, transportation infrastructure, and Community Development Block Grant (CDBG) programs.

Our project team has experience working through all of these federal funding categories and can work with the City to manage ARPA funds on this project. We can also utilize this knowledge to identify future parks and recreation projects and recommendation that could utilize these funding sources, should they become available in the future. On the Goodyear Game Plan Parks and Recreation Master Plan, we identified recommendations that would be eligible for the utilization of ARPA and CDBG funding sources.

EXPERIENCE AND SUCCESS WITH SIMILAR PROJECTS

Kimley-Horn has a long history of completing similar comprehensive parks and recreation master planning projects. As we are nationally recognized in this field, we recently presented an education session on Systemwide Parks and Recreation Master Plans with our client, the City of Scottsdale. **We understand from our vast experience that no two communities are alike; therefore, no parks and recreation master plans should be alike.**

A robust community engagement process is a cornerstone of our approach and is what we believe will make your plan successful. When a planning project is transparent, guided by the community, and for the community, it results in plans that have community buy-in and departments that have earned the trust of their community. We strive to immerse our team in our clients' parks systems to create tailored, bespoke plans that will be practical, functional, and implementable in the short



Proposal for the City of Dubuque
LEISURE SERVICES COMPREHENSIVE MASTER PLAN

term and for years to come. **We strive to make our experience working together a really positive one, with a focus on providing exceptional service and solutions.**

With a portfolio of impressive parks and recreation planning experience, we are confident that our team of qualified professionals will successfully address your comprehensive master planning project needs. The consultants on this team have worked together on numerous notable parks and recreation projects, delivering high-quality results. We are a proven team with demonstrated success. We have included some of our team's most relevant and notable projects in the Relevant Projects/Client References section beginning on page 20.

CAPACITY AND AVAILABILITY

Kimley-Horn is in an excellent position to handle the workload of this master planning project. We have strategically assembled our team based on technical ability, experience, and their availability to meet the City's goals and expectations. In the event workload demands additional staff, we have additional qualified professionals firmwide that can be brought into the team to meet special project requirements.

To ensure we meet our client commitments, Kimley-Horn uses a proactive management system, called castaheads, that details every project's personnel needs and determines each staff member's availability. Based on review of our castaheads, we can assure you that the staff members selected for this team are available to serve you and are in an excellent position to handle the workload for this master planning project.

As the lead consultant, we assembled our team by carefully selecting the top firms we have previously collaborated with on similar master planning projects. These firms have consistently delivered exceptional results and we have established strong working relationships with them. Both of our subconsultant firms have confirmed availability.

Kimley-Horn has a superior track record of achieving results—and we are committed to do the same for you on this project. We know how to maintain schedules, and we know how to produce quality deliverables. Every member of our team is committed to exceeding your quality expectations on this assignment. The graphic to the right indicates each team member's commitment to this Leisure Services Comprehensive Master Plan.

TEAM MEMBERS' COMMITMENT TO THIS PROJECT



MARISSA PELLEGRINI
50% Commitment



SEAN WOZNY
30% Commitment



JOE COGSWELL
40% Commitment



RANDALL KOPFF
30% Commitment



RYAN MURRAY
15% Commitment



DARIN BARR
25% Commitment



JASON GETZ
20% Commitment



EMILY HILBY
30% Commitment



MELISSA ALVAREZ
15% Commitment



Legend: percent committed to this project | other commitments



SCOPE OF SERVICES

PROJECT WORK PLAN

The Kimley-Horn team's tailored work plan is shown on page 12. The following tasks have been identified from the City's developed scope of work and sequenced to allow the team to identify concurrent tasks within the data collection, analysis, and engagement processes.

TASK 1: Project Initiation and Conduct a Needs Assessment

Kick-off Meeting and Project Management

The Kimley-Horn team will be in close contact with the City's designated project manager throughout the project ensuring constant feedback and timeliness of project deliverables. Detailed steps of this task include:

- 🍃 **Confirmation and Outcome Expectations:** The project goals, objectives, scope, and schedule will be confirmed by discussing the expectations of the completed project.
- 🍃 **Communications:** We will confirm lines of communication, points of contact, level of involvement by Leisure Services Department (Department) staff and local leaders, and other related project management details.
- 🍃 **Progress Reporting:** The Kimley-Horn team will maintain close contact with the City's designated project coordinator throughout the performance of the project.

We will develop and supply the City with status reports on a monthly basis. Until the plan is approved, the Kimley-Horn team will hold progress meetings bi-weekly, or as often as needed.

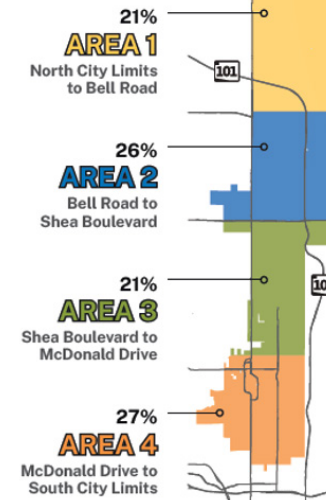
Conduct A Needs Assessment

The Kimley-Horn team will take steps to set up needs assessment tasks. These include the following:

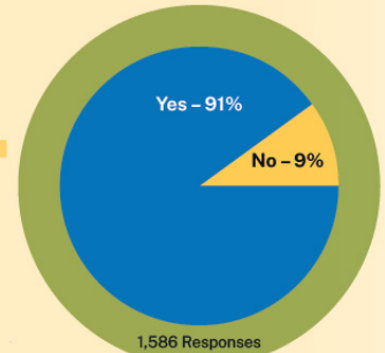
Data Request: The Kimley-Horn team will provide the City with a list of data requests. This will include existing GIS, existing relevant plans, and studies, financial data, organization chart, program offerings and information, and maintenance logs, among other items. These items will be utilized to help the team understand the Dubuque system, help tailor internal focus group questions, and for reference in creation of subsequent task deliverables.

ONLINE SURVEY RESULTS

What area of the city do you live in?



Are you a Scottsdale resident?



Have you and/or members of your household participated in any programs/activities/events offered by Scottsdale Parks & Recreation during the past year?

Planning Area Map

Planning Area Identification: The team will work with the City to understand the geography and makeup of the city and identify distinct planning areas, see example above. These planning areas may be used for community outreach marketing purposes, community outreach venue selection, survey cross-tabulation, and demographics and trends studies.

TASK 2: Develop and Implement Public Engagement Strategy

Kimley-Horn has exceeded the City's expectations. Their master planning process was comprehensive and inclusive of all user groups and stakeholders. Their attention to detail is exceptional. The City has really appreciated their creativity, ability to listen and incorporate all stakeholders' interest and level of professionalism they bring to the project every day." —
Walt Kinsler, City of Goodyear Capital Improvement Director



Proposal for the City of Dubuque LEISURE SERVICES COMPREHENSIVE MASTER PLAN

Public Engagement Plan

The community and stakeholder engagement process is at the heart of this plan. We believe the success of a well-crafted master plan process lies in the ability to actively engage the community and stakeholders. The team will work with the City to coordinate strong project branding, a project launch plan, and a public engagement plan. Community participation through key leadership meetings, inter-departmental city meetings, focus group meetings, community workshops, pop-up events, and citizen surveys will provide a complementary blend of quantitative and qualitative data (See the graphic to the right). Kimley-Horn will assemble and apply this information to the overall planning process to accurately identify unmet needs, address key issues, and provide the strongest recommendations through strategies moving the department forward for optimum results.

A public engagement plan will be created in tandem with the City to ensure a comprehensive platform is used eliciting the most engagement from the City's diverse stakeholders. The plan will include the stakeholder group, method(s) used to engage, and the party responsible for the engagement. The public engagement process will work hand in hand with the development of an advocacy strategy for the Master Plan. This strategic process is a series of workshops at each milestone of the phase as follows:

- ☀ **Workshop Series #1** – Overview of project and processes to achieve successful, sustainable implementation and determine community needs and priorities
- ☀ **Workshop Series #2** – Present Key Public Needs Assessment Findings
- ☀ **Workshop Series #3** – Present Key Technical Findings
- ☀ **Workshop Series #4** – Present Recommendations and Implementation Plan

Each Workshop Series includes outreach/presentations and opportunities for feedback to a staff/steering committee, the community, boards/commissions, and City Council.

Broad-based Outreach Strategy

The Kimley-Horn team will utilize a robust community engagement process that is consistent with community values and procedures to obtain input from stakeholders, interest groups, and the community to validate recommendation of the Master Plan. This community engagement process will include the following strategies:

Virtual Presence and Creating a Branded Identity. The public engagement planning meeting will be critical at the project onset. This meeting will develop the outreach plan and create a branded identity for this project. The project branding can relate to existing Dubuque Leisure Services branding, another existing theme, or can be unique



to parks and recreation and this project. Creating a project identity helps residents with project recognition and understanding.

Achieving broad-based participation requires a hybrid approach to outreach that includes both in-person and virtual opportunities to provide input. A dedicated project website with a variety of virtual engagement tools will reach more residents and a more diverse demographic. The ability to advertise the project by simply directing residents to the project website via web address, link, and QR code can provide the City with the ability to set up A-frame signs with the QR code in parks and facilities,



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distribute paper or virtual flyers to local businesses and schools, and gain participation in new ways. Social media presence is an important advertising tool. Creating relevant content and leveraging the City's various social media accounts is a great way to promote the project awareness and participation.

Kimley-Horn has a full in-house graphics and public engagement team that can develop project branding concepts; build and maintain a dedicated project website; create interactive maps, exhibits, and videos; and work with the City to create and schedule social media content. Kimley-Horn's team will create project-specific and department-specific templates and marketing collateral that can be used over the course of this project and beyond. The goal will be to develop a kit-of-parts for the City to use in their branding for years to come. Our in-house translation services can also translate project material and marketing collateral to any language required to meet the needs of the community. Ownership of the project website and any tools created can be shifted to the City at the end of the project. Kimley-Horn's software team can be available as an extension of staff to interpret and solve issues related to the web-based tools on an as-needed basis. Our team plans to utilize the tools shown below in order to gain feedback from the public for the parks and recreation master plan.



Virtual Outreach Tools

Key Leadership and Stakeholder Interviews. Early in the project, the Kimley-Horn team will perform interviews with key community leaders and stakeholders to evaluate the future vision for the Master Plan, including community values, strengths and challenges, trends, and the level-of-service (LOS) provided. Various commissions, City Council, school officials, sports and recreation associations, leaders and officials in neighboring communities, key partners/philanthropic groups, and others as mutually determined could be included in the interviews.



Leadership Interviews

Community Focus Groups and User Groups. The Kimley-Horn team will conduct multiple group meetings with key community leaders and stakeholders to evaluate their vision for parks and recreation in Dubuque. These interviews/focus groups will help the Kimley-Horn team gain an understanding of the community values, strengths and weaknesses of the park and recreation system, and LOS provided.



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Staff Focus Group

Youth Engagement. To engage the large youth segment of the population, we will deliver an online survey administered through the City's website and/or conduct separate pop-up outreach events at schools, youth groups, and recreation facilities. These surveys will provide Dubuque youth a medium to share their input as it relates to parks, recreation programs, and facility needs.



Youth Engagement

Public Workshops. We propose to conduct three in-person and three virtual public workshops and one follow-up meeting conducted during the final briefing component of the plan. These meetings will ensure the community has the opportunity to discuss their options and perceptions regarding parks, trails, recreation, natural resources, and open space. New ideas and alternative approaches from within the city and around the nation will be brought forward to help spark creative thinking. A variety of virtual tools like Social Pinpoint, Google Boards, and Mentimeter can be used to collect additional data and provide other mechanisms for virtual engagement such as using real-time interactive polling to solicit feedback.



Interactive Public Workshop

Pop-up Events. We propose to conduct three pop-up events and provide the City with materials to conduct their own pop-up events as desired. These pop-up events provide the opportunity to meet people where they are. These types of events target both users and non-users of the parks system and let the public know about the project in a unique environment. Pop-up events could include special events put on by the City or could be coordinated with local partners and businesses to allow for a booth, tent, or passing out business cards to direct attendees to the project website.



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Pop-Up Events

Electronic Survey. The Kimley-Horn team will create an online survey administered through SurveyMonkey or Social Pinpoint that will be promoted through the project website and the City's outreach mediums to maximize outreach and response rates. The surveys will provide non-statistically valid data complementing the stakeholder and focus group recommendations for park amenities, specific programs, trail linkages, indoor recreation facility components, usage, and pricing strategies.

Multilingual Crowd-Sourcing Project Website. The Kimley-Horn team will develop a customized, multilingual, mobile-friendly website for this project that provides ongoing project updates, allows users to participate using multiple engagement tools in real time, and serves as the avenue to crowd-source information for the entire community. The website will be branded in conjunction with the City and project branding that will be developed. This virtual outreach method has proven to be a very effective tool in engaging the community on an ongoing basis, as well as maximizing outreach to a more diverse demographic that may not traditionally attend public meetings or choose to respond to a phone or mail survey.

Project Website Example





TASK 3: Collect and Analyze Data

Relevant Plan and Document Review

We will collect, log, and create electronic copies as appropriate (MS Word/Excel and Adobe Acrobat) of key data to facilitate dissemination of information. This will assess the long-term goals as expressed in relevant existing plans and studies. Relatively recent planning documents will be key resources and help inform the Master Plan process. These relevant long-range plans and documents include but are not limited to:

- Imagine Dubuque Comprehensive Plan
- Chaplain Schmitt Island Master Plan and Place Making Plan
- Central Avenue Corridor Initiative
- Historic Millwork District Revitalization Plan
- 50% by 2030 Community Climate Action and Resiliency Plan
- 2015 Park Division Review
- Eagle Point Park Environmental Restoration Management Plan

Statistically Valid Needs Analysis Survey

We will perform a random, scientifically valid community-wide household survey to quantify the knowledge; needs; unmet needs; priorities; and support for system improvements, including park, facility, programming, arts, and trail needs of the city. The survey would be administered by phone or by a combination of a mail/phone survey and will have a 95% level of confidence and a confidence interval of +/- 5%. Prior to the survey being administered, it would be reviewed and approved by the City staff.

Facility and Amenity Prioritization by Sub Park Planning Area											
High Priority Facilities and Amenities	County-Wide	Ashburn	Dulles	Leesburg	Northwest	Potomac	Route 15 N	Route 15 S	Route 7 W	Sterling	Southwest
Trails-Paved (for recreation)	●	●	●	●	●	●	●	●	●	●	●
Trails-Unpaved/Natural	●	●	●	●	●	●	●	●	●	●	●
Parks-Natural Areas	●	●	●	●	●	●	●	●	●	●	●
Water/River Access	●	●	●	●	●	●	●	●	●	●	●
Adventure Area	●	●	●	●	○	●	●	●	●	●	○
Dog Park (off-leash)	●	●	●	●	○	●	○	●	●	●	○
Parks-Large, District/Regional	●	●	○	○	○	●	○	●	○	○	○
Swimming Pool-Indoor/Outdoor-Recreation Pool	●	○	○	○	○	●	○	○	○	○	○
Campgrounds	●	●	○	○	○	○	○	○	○	○	○
Parks-Small, Community/Neighborhood Parks	●	●	●	●	○	○	○	○	○	○	○
Outdoor Exercise/Fitness Area	○	○	○	○	○	○	○	○	○	○	○
Trails-Mountain Bike	○	○	○	○	○	○	○	○	○	○	○
Swimming Pool-Indoor/Outdoor-Lap Pool	○	○	○	○	○	○	○	○	○	○	○
Environmental/Nature Education Center	○	○	○	○	○	○	○	○	○	○	○
Indoor Facility (Community/Recreation)	○	○	○	○	○	○	○	○	○	○	○
Indoor Basketball/Volleyball Courts	○	○	○	○	○	○	○	○	○	○	○
Playgrounds	○	○	○	○	○	○	○	○	○	○	○
All Accessible/All Abilities Amenities	○	○	○	○	○	○	○	○	○	○	○

Statistically Valid Survey Cross Tabulation Table

Statistically valid surveys offer the following:

1. Scientific Methods of Understanding Community Needs
2. Geographic Distribution Validity
3. Age Segmentation Validity
4. Cross Tabulation by Geographic Location
5. Cross Tabulation by Household Type

Demographic and Trends Analysis

The Kimley-Horn team will utilize the City's projections and supplement with census tract demographic data obtained from Environmental Systems Research Institute, Inc. (ESRI), the largest research and development organization dedicated to GIS and specializing in population projections and market trends; for comparison purposes data will also be obtained from the U.S. Census Bureau. This analysis will provide an understanding of the demographic environment for the following reasons:

- ☀ To understand the market areas served by the park and recreation system and distinguish customer groups
- ☀ To determine changes occurring in the city and the region, and assist in making proactive decisions to accommodate those shifts
- ☀ To provide the basis for Equity Mapping and Service Area Analysis

From the demographic base data, sports, recreation, and outdoor trends are applied to the local populace to assist in determining the potential participation base within the community. For the sports and recreation trends, the Kimley-Horn team utilizes the Sports and Fitness Industry Association's (SFIA) Study of Sports, Fitness and Leisure Participation, ESRI local market potential, as well as participation trends from the Outdoor Foundation on outdoor recreation trends.

Parks and Facilities Inventory and Assessment

We will document the existing City parks and recreation facilities via photographs and written summaries. The Kimley-Horn team will compile, inventory, and assess existing parks, trails, open space, and facilities. We will develop tables which generally identify and evaluate quality of facilities based on field visits to each park to determine the conditions of buildings, grounds, equipment, and overall appearance. We identify any major deferred maintenance items and provide a general assessment of the accessibility of the facilities. We also address the adequacy for stated purposes and use and the potential for expansion based on previously prepared master plans (if applicable) and document the current hours of operation. We will also examine the



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functionality of the existing park site plans and make observations related to vehicular and pedestrian flow, operations, and efficiency. This assessment will consider the capacity of each amenity found within the system (e.g., playgrounds, ball fields, trails, natural areas, special facilities, etc.), as well as functionality, accessibility condition, comfort, and convenience.



Inventory Assessment with On-site Input from Park and Recreation Staff

Natural Resources Inventory and Analysis

We will document existing natural resources and open spaces via mapping, photographs, and written summaries. The Kimley-Horn team will provide an analysis of lands that should be preserved due to their natural and cultural benefits and identify areas where invasive species and other environmental issues exist. We have included an arborist and environmental planners on our team to handle this specific element of the plan. The team will provide recommendations and best practices on how to preserve and maintain these lands that have high intrinsic values.

Park Classifications and Level of Service Standards

The Kimley-Horn team will work with the City to review and confirm, and modify or add to existing park classifications and preferred facility standards for all park sites, trails, and open space amenities, including common areas and indoor and outdoor facilities. The classifications will consider size, population served, length of stay, and amenity types/services. Facility standards include LOS standards and the population served per recreational facilities and park amenities. Any new or modified classification or standard will be approved as required. These are based on regional, statewide or nationally accepted parks and recreation standards, as well as Kimley-Horn's national experience and comparison with peer/survey agencies. Standards will be adapted based on the needs and expectations of the City.

Task 4: Determine the Leisure Services Department's Strategic Direction and Analysis of Forecasted Needs



Park-by-Park Workshop

Visioning Workshop and Park-by-Park Workshops

We will conduct full-day workshops, as needed, with various groups within the Department staff to understand the park system, long-range goals, big ideas as well as more detailed elements of the system like park use, access, and condition characteristics for a substantial selection of the City's park sites. These workshops will be a valuable resource allowing us to draw on the experience of the staff and expand our understanding beyond a reading of the available data. The workshop is designed to make good use of staff time; therefore, preparation prior to the meeting is essential.

Prioritized Facility and Program Priority Rankings

The Kimley-Horn team will synthesize the findings from the community input, survey results, standards, demographics and trends analysis, park and facility inventory, recreation services assessment, and the service area mapping into a quantified facility and program priority ranking. The priority listing will be compared against gaps or surplus in recreation services, parks, facilities, and amenities, and will also provide guidance for a future Capital Improvement Plan (CIP). The analysis will include probable future parks, recreation facilities, open spaces, and trail needs based on community input, as well as state and national user figures and trends. A set of prioritized recommendations for maintenance and renovation of parks, trails, and recreation facilities will also be developed. To review the findings and make necessary revisions, we will conduct a work session with staff.

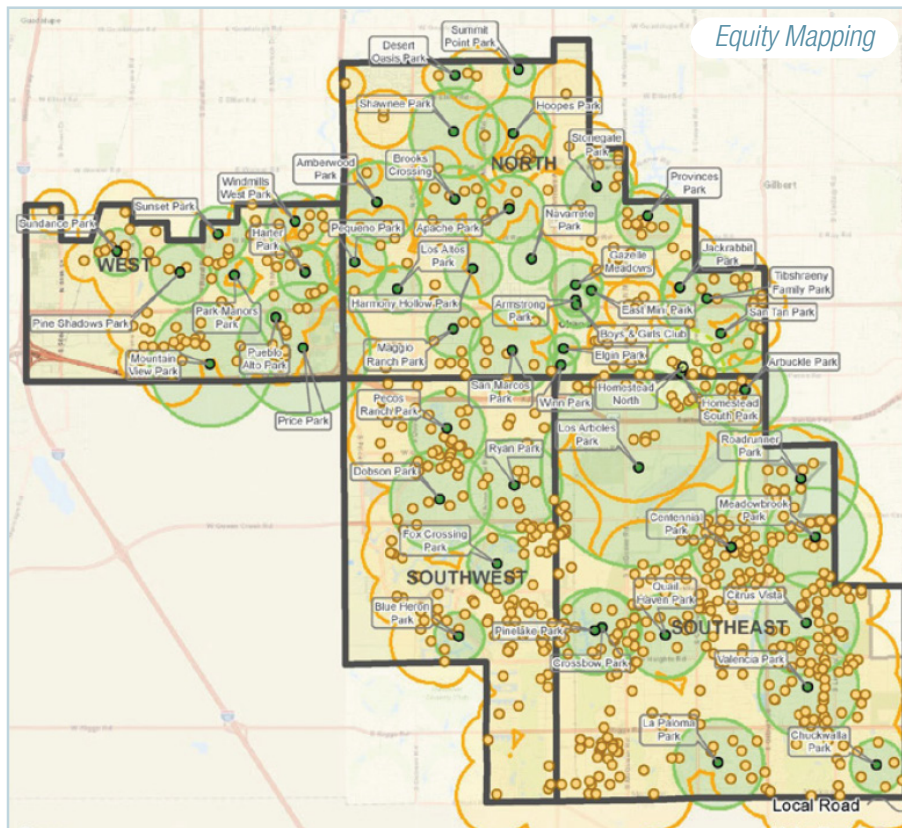


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Geographical Analysis through Mapping

We will work with the City to determine appropriate GIS mapping. The Kimley-Horn team can utilize GIS to perform geographical mapping to identify service area analysis for specific facilities and programs, including mapping by classification and major amenities by facility standards as applied to population density and geographic areas. A service area is defined as a measured area around a park or amenity whose radius encompasses the population associated with the appropriate facility standard for each park classification and amenity. Using the facility standards and service areas provided by the Kimley-Horn team for each park and major facility type (amenity), we will prepare a series of maps by each park classification and major amenity (see example below). We will provide maps in digital format and can work with the City's GIS staff to ensure we are returning updated GIS layers in the correct format so they may be utilized and updated by the City moving forward.



Tasks 5 and 6: Develop Recommendations and Implementation Strategies and Create Action Plan – Strategic, Capital and Financial

Capital Improvement Plan

The Dubuque Leisure Services Comprehensive Plan is an outstanding opportunity to enhance the value and importance of parks and recreation as the shaping amenity and backbone of community development. The master plan document is meant to be a living and evolving tool for the City to use as a roadmap in order to implement its vision. To assist in this implementation, we recommend the development of a three-tier CIP that will assist the City in the inevitable and continuous rebalancing of priorities and their associated expenditures.

Each tier reflects different assumptions about available resources:

- ❖ The **Critical Alternative** has plans for prioritized spending within existing budget targets and focuses on deferred maintenance and life cycle replacement of assets and amenities within the existing parks system. The intention of this alternative is to refocus and make the most of existing resources with the primary goal being the City maintaining its high-quality services.
- ❖ The **Sustainable Alternative** describes the extra services or capital improvement that should be undertaken when additional funding is available. This includes strategically enhancing and renovating existing parks and facilities to better meet the park and recreational needs of Dubuque residents that would require additional operational or capital funding. In coordination with the City's financial department, the Parks and Recreation Department would evaluate and analyze potential sources of additional revenue, including but not limited to capital bond funding, partnerships, grants, and existing or new taxes.
- ❖ The **Visionary Alternative** represents the complete set of services and facilities desired by the community. It is fiscally unconstrained but can help provide policy guidance by illustrating the ultimate goals of the parks and recreation system and by providing a long-range look to address future needs and deficiencies. In the Master Plan, the Visionary Alternative addresses complete renovations of aging parks and facilities and the development of new parks and facilities. Funding for visionary projects would be derived from partnerships, private investments, and new tax dollars.



Funding and Revenue Strategies

Funding strategies will be developed based in part to our review and analysis of the facilities, as well as the national experience brought by the Kimley-Horn team. We have identified numerous funding options that can be applied to the Master Plan based on community values. The funding strategies to be evaluated for recommendations will include at a minimum:

Fees and charges options and recommendations:

- Endowment/non-profit opportunities for supporting operational and capital costs
- Sponsorships to support programs, events, and facilities
- Partnerships with public/public partners, public/not-for-profit partners, and public/private partnerships
- Dedicated funding sources to support land acquisition and capital improvements
- Development agreements to support park acquisition, open space, and park and facility development
- Earned income options to support operational costs
- Land or facility leases to support operational and capital costs
- Identify grant opportunities and resources to construct parks and facilities identified in the Master Plan including suggested timelines

Strategic Action Plan

The Master Plan will be framed and prepared through a series of workshops with staff. The overall vision and mission statements will be affirmed or modified, and direction for the City will be established along with individual action strategies that were identified from all the research work completed. Key recommendations and tactics that support each action strategy to its fullest outcome will be outlined in a strategy matrix with priorities, timelines, measurement, and teams within the City for external partners to focus on.

Develop Vision, Mission, and Goals/Objectives

The supporting vision and mission statements will be affirmed or developed with senior staff in a work session. Following this effort, goals/objectives and policies will be established and prioritized. A status briefing will be presented to gain input and consensus on direction.

Strategic Action Plan Development

Upon consensus of all technical work, the remaining action plan will be completed with supporting strategies, actions, responsibilities, priorities/timelines, and cost estimates. These strategies will be classified as short-term, mid-term, or long-term strategies and priorities. This will be reviewed with senior City staff in a half-day workshop. The Kimley-Horn team will propose a prioritization schedule and methodology used on successful master plans across the United States from their work. Action plans will be established in the following key areas:

Park and Land Acquisition: Recommendations that provide for short- and long-term enhancement of parkland acquisition in the city. This will include usable and workable definitions and recommendations for designated park and facilities with acreages and parameters defined as appropriate.

Park and Facility Operations and Maintenance: Recommendations that provide for short- and long-term enhancement of park and facility management practices of the Department.

Programs and Services: Recommendations that provide for short- and long-term development and maintenance of programs and services provided by the Department, including opportunities to improve meeting user needs.

Financial and Budgetary Capacity Development: Recommendations that provide for short- and long-term enhancement of the financial and budgetary capacity of the Department related to parks and lands.

Policies and Practices: Specific policies and practices for the Department that will support the desired outcomes of the Master Plan will be detailed.

Task 7: Final Report and Presentation

Draft Report Preparation and Briefings

The Kimley-Horn team will prepare a Master Plan draft with strategies addressing all analyses performed and consider the fiscal and operational impacts to the City's park system. The recommendations and prioritization of needs will be reviewed and discussed with the City.

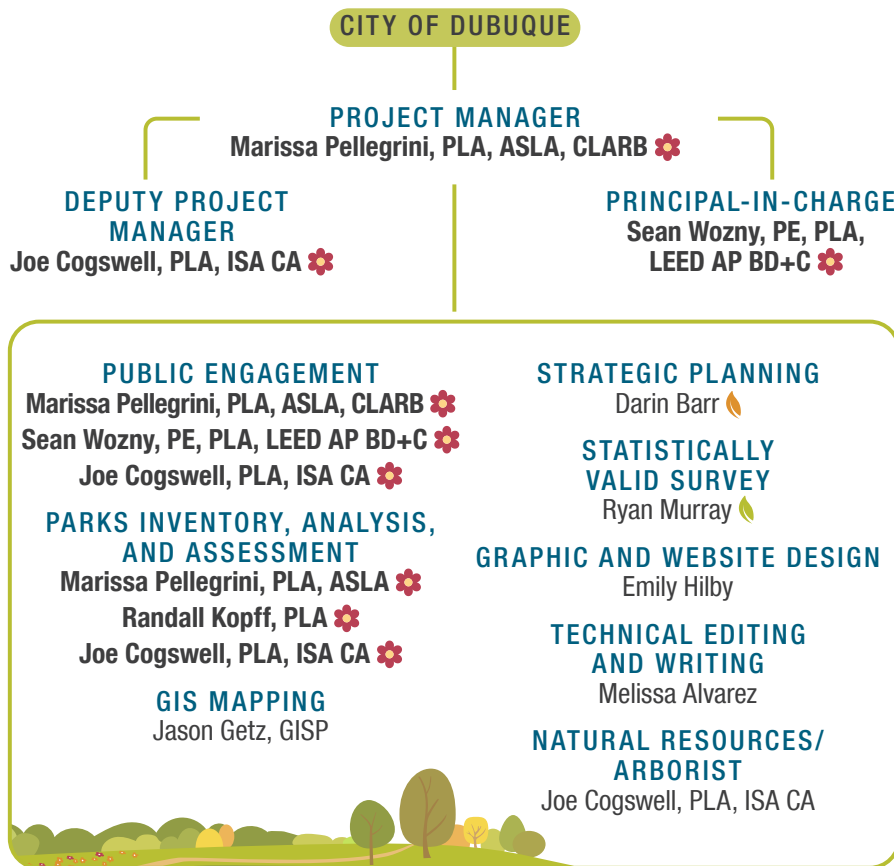
Final Master Plan Presentations, Preparation, and Production

Upon comment by all senior City staff and City Council, the Kimley-Horn team will revise the Master Plan draft to reflect all input received. Once the Master Plan draft is approved, the Kimley-Horn team will prepare a final summary report and present for final approval and adoption.



PROJECT TEAM QUALIFICATIONS

Kimley-Horn has earned a reputation for combining creative ideas, technical excellence, and client collaboration resulting in dynamic projects that are harmonious with their environments and positively impact their communities. The organization flow chart below demonstrates our team structure and specific individual roles and responsibilities followed by individual resumes for our team members. We offer the City a streamlined team with recent experience working together and leading similar municipal parks and recreation master plans.



Subconsultants

ETC Institute
Ballard*King

* Key Personnel

SUBCONSULTANTS



Located in Columbia, Missouri and leading Strategic Planning, **Ballard*King** is a recreation planning and operations consulting firm that provides services and expertise to the recreation and leisure industry. Through their commitment and collaboration with community leaders, staff, stakeholders, elected officials, and corporate partners, they have developed loyal and long-term relationships with a variety of both public-sector and private agencies. Their vast practical experience in the recreation industry enables them to guide clients through the challenges of developing master plans and recreation facilities and services. They have completed over 1,000 recreation facility projects in 50 states, of which more than 100 were master plan studies.



Located in Olathe, Kansas and leading the statistically valid survey, **ETC Institute** is a market research firm that specializes in the design and administration of market research for governmental organizations. Their major areas of emphasis include citizen satisfaction, parks and recreation, community planning, business, transportation, employee, and voter opinion surveys; focus groups; and stakeholder interviews. ETC has designed and administered more than 3,500 statistically valid surveys, and their team of professional researchers has moderated more than 1,000 focus groups and 2,000 stakeholder meetings. In recent years, ETC has administered surveys in more than 700 cities and counties across the U.S., including more than 600 surveys for parks and recreation systems in 46 states for a wide variety of projects including parks and recreation master plans, strategic plans, and feasibility studies.





MARISSA PELLEGRINI, PLA, ASLA, CLARB

Project Manager/Public Engagement/Parks Inventory, Analysis, and Assessment

14 YEARS OF EXPERIENCE • 13 YEARS WITH KIMLEY-HORN

Marissa is a landscape architect and urban designer with more than 14 years of professional experience in landscape architecture and planning. She possesses a deep portfolio of parks, recreation, and active transportation experience and she specializes in parks and recreation projects. She has managed, served as lead landscape architect, and led community outreach on a wide range of multidiscipline projects including park revitalization, waterway revitalization, multi-use paths, and neighborhood, community, and regional parks and recreation facilities. Marissa will use her strong professional knowledge and insight on systemwide parks and recreation planning, site-specific parks and active transportation planning, and consensus building to ensure this project reflects the City's vision and remains grounded in long-term sustainability.

PROJECT EXPERIENCE

- » **City of Scottsdale Parks and Recreation Master Plan, Scottsdale, AZ** — *Project Manager*
- » **City of Buckeye, Parks and Recreation Master Plan, Buckeye, AZ** — *Project Manager*
- » **City of Goodyear, Goodyear Game Plan: Systemwide Parks, Recreation, and Trails Master Plan, Goodyear, AZ** — *Deputy Project Manager*
- » **Ada County, Parks and Waterways Master Plan, Ada County, ID** — *Project Manager*
- » **City of Jurupa Valley, Jurupa Valley District Parks, Recreation, Trails, and Open Space Master Plan, Jurupa Valley, CA** — *Landscape Architect*
- » **City of Snoqualmie, Parks, Recreation, Open Space, and Trails Master Plan, Snoqualmie, WA** — *Project Manager*
- » **City of Casa Grande, Parks and Recreation Master Plan, Casa Grande, AZ** — *Landscape Architect*
- » **City of Littleton, Littleton Parks, Recreation, Trails, and Open Space Master Plan, Littleton, CO** — *Landscape Architect*
- » **City of Prosser, Parks, Recreation, and Open Space Master Plan, Prosser, WA** — *Project Manager*
- » **City of Chandler, Parks Strategic Master Plan, Chandler, AZ** — *Landscape Architect*
- » **Town of Oro Valley Community Services Master Plan, Oro Valley, AZ** — *Landscape Architect*
- » **City of Palmdale, Parks Master Plan, Palmdale, CA** — *Deputy Project Manager*
- » **City of Oakland, Parks and Recreation Master Plan, Oakland, CA** — *Deputy Project Manager*
- » **City of Phoenix, Parks and Recreation Master Plan, Phoenix, AZ** — *Landscape Architect*

PROFESSIONAL CREDENTIALS

- » BS, Landscape Architecture, Purdue University
- » PLA in AZ, NV, WA, NM, and UT

AFFILIATIONS

- » American Society of Landscape Architects (ASLA), *Member*
- » Council of Landscape Architectural Registration Boards (CLARB), *Member*
- » National Recreation and Park Association (NRPA), *Member*



SEAN WOZNY, PE, PLA, LEED AP BD+C

Principal-in-Charge/Public Engagement

24 YEARS OF EXPERIENCE • 10 YEARS WITH KIMLEY-HORN

Sean's project experience has primarily been within the public sector with a focus on parks and recreation projects. Sean is both a licensed civil engineer and landscape architect providing a tailored skill set to meet the needs of parks and recreation planning, design, and construction projects. His project experience over the past 24 years includes master planning, final design, and construction administration for regional, community, neighborhood parks, trails/pathway, and sport complex facilities.

PROJECT EXPERIENCE

- » **City of Goodyear, Goodyear Game Plan: Systemwide Parks and Recreation Master Plan, Goodyear, AZ — Project Manager**
- » **City of Scottsdale, Parks and Recreation Master Plan, Scottsdale, AZ — Project Engineer**
- » **City of Casa Grande, Parks and Recreation Master Plan, Casa Grande, AZ — Project Manager**
- » **City of Chandler, Parks Strategic Master Plan, Chandler, AZ — Project Engineer**
- » **City of Buckeye, Parks and Recreation Master Plan, Buckeye, AZ — Project Engineer**
- » **Town of Oro Valley, Parks and Recreation Needs Assessment and Master Plan, Oro Valley, AZ — Project Engineer**
- » **Coconino County, Parks and Recreation Master Plan, Coconino County, AZ — Project Engineer**
- » **Town of Prescott Valley, Parks and Recreation Master Plan, Prescott Valley, AZ — Project Engineer**
- » **City of Goodyear, Bullard Wash Bicycle and Pedestrian Master Plan, Goodyear, AZ — Project Engineer**
- » **City of Sedona, Parks and Recreation Master Plan, Sedona, AZ — Project Engineer**
- » **City of Glendale, Parks and Recreation Master Plan, Glendale, AZ — Project Engineer**
- » **Coconino County, Ft. Tuthill Regional Park Master Plan, AZ — Project Engineer**
- » **City of Avondale, Agua Fria Wetlands Master Plan, Avondale, AZ — Project Manager**
- » **City of Buckeye, Skyline Regional Park Feasibility Study, Buckeye, AZ — Project Engineer**
- » **Town of Gilbert, Regional Park Master Plan, Gilbert, AZ — Project Manager**
- » **Arizona State Parks and Trails, Cattail Cove State Park, Mohave, AZ — Project Engineer**

PROFESSIONAL CREDENTIALS

- » PE in AZ
- » PLA in AZ
- » Leadership in Energy and Environmental Design (LEED) Accredited Professional (AP) Building Design + Construction (BD+C) (#4255-APBD+C)

AFFILIATIONS

- » National Society of Professional Engineers (NSPE), *Member*
- » Society of American Military Engineers (SAME), *Member*
- » APRA, *Member*
- » U.S. Green Building Council – National Capital Region, *Member*



JOE COGSWELL, PLA, ISA CA

***Deputy Project Manager/Public Engagement/Parks Inventory, Analysis, and Assessment/
Natural Resources/Arborist***

**PROFESSIONAL
CREDENTIALS**

- » Bachelor of Landscape Architecture, Purdue University
- » PLA in CA, IL, and MI (Currently seeking reciprocity in IA)
- » ISA Certified Arborist (#IL-9736A)

AFFILIATIONS

- » CLARB, *Member*
- » International Society of Arboriculture (ISA), *Member*

14 YEARS OF EXPERIENCE • 10 YEARS WITH KIMLEY-HORN

Joe has more than 14 years of extensive landscape architectural experience in arboriculture, horticulture, parks, playgrounds, recreation, irrigation, urban design, and pedestrian and bicycle transportation planning. Much of his project experience has been within the municipal and commercial sector with a focus on community parks, athletic complexes, and streetscapes. He specializes in urban forestry, tree preservation, park design, public engagement, presentation graphics, and collecting data through ArcGIS Field Maps.

PROJECT EXPERIENCE

- » **Village of Gurnee, Gurnee Park District, Strategic Master Plan, Gurnee, IL** — *Landscape Architect*
- » **Village of Willowbrook, Midway Park, Willowbrook, IL** — *Landscape Architect*
- » **Lisle Park District, Strategic Parks and Recreation Master Plan, Lisle, IL** — *Landscape Architect*
- » **Village of Bradley, Bradley Sports Complex, Bradley, IL** — *Landscape Architect*
- » **Village of Mundelein, Comprehensive Plan Update, Mundelein, IL** — *Landscape Architect*
- » **Village of Bradley, Community Center Landscape and Signage, Bradley, IL** — *Landscape Architect*
- » **Village of Mudelein, Village Green Concept Design, Mundelein, IL** — *Landscape Architect*
- » **Village of Bourbonnais, Riverfront Park Master Plan, Bourbonnais, IL** — *Landscape Architect*
- » **Seeley County, Bates Park Master Plan, Seeley, CA** — *Landscape Architect*
- » **City of El Centro, Aquatic Center, El Centro, CA** — *Landscape Designer*
- » **City of Brawley, Alyce Gereaux Park, Brawley, CA** — *Landscape Architect*
- » **ASU, Tempe Mall Hardscape Master Plan, Tempe, AZ** — *Landscape Designer*
- » **City of Lake Havasu City, Downtown Design Guide, Lake Havasu City, AZ** — *Landscape Architect*
- » **MLK/Sidewinder Skate Park, El Centro, CA** — *Landscape Architect*



RANDALL KOPFF, PLA

Parks Inventory, Analysis, and Assessment

22 YEARS OF EXPERIENCE • 10 YEARS WITH KIMLEY-HORN

Randall's more than 22 years of professional experience have encompassed a wide variety of landscape architectural, planning, and graphic services on parks and recreation projects throughout the U.S. His skills include site inventory/analysis, master planning, design development, graphic presentations, 3-D modeling, project management, and detailed technical drawings. Randall uses his diverse project background to work closely with individual clients to interpret public input and ensure that the proper vision has been achieved throughout the planning, design, and implementation processes.

PROJECT EXPERIENCE

- » **Jurupa Area Park and Recreation District Master Plan, CA — *Project Manager***
- » **City of Goodyear, Goodyear Game Plan: Systemwide Parks and Recreation Master Plan, Goodyear, AZ — *Landscape Architect***
- » **City of Scottsdale, Parks and Recreation Master Plan, Scottsdale, AZ — *Landscape Architect***
- » **City of Casa Grande, Community Services Master Plan, Casa Grande, AZ — *Landscape Architect***
- » **City of Buckeye, Parks and Recreation Master Plan, Buckeye, AZ — *Landscape Architect***
- » **City of Chandler, Parks Strategic Master Plan, Chandler, AZ — *Landscape Architect***
- » **City of Goodyear, Parks, Trails, Recreation, and Open Space Master Plan, Goodyear, AZ — *Landscape Architect***
- » **Maricopa County, Parks and Recreation System Master Plan, Maricopa County, AZ* — *Landscape Architect***
- » **Coconino County, Parks and Recreation Master Plan, Coconino County, AZ — *Landscape Architect***
- » **Seeley County, Bates Park Master Plan, Seeley, CA — *Project Manager***
- » **City of Palmdale, Parks Master Plan, , CA — *Project Manager***
- » **City of Littleton, Littleton Parks, Recreation, Trails, and Open Space Master Plan, Littleton, CO — *Project Manager***
- » **City of Phoenix Parks Master Plan, , AZ – *Project Manager***
- » **Town of Gilbert, Regional Park Master Plan, Gilbert, AZ — *Landscape Architect***
- » **City of Avondale, Agua Fria Wetlands Master Plan, Avondale, AZ — *Landscape Architect***
- » **City of Glendale, Parks Condition Assessment, Glendale, AZ — *Landscape Architect***

**Prior to joining Kimley-Horn*

PROFESSIONAL CREDENTIALS

- » BS, Landscape Architecture, The Ohio State University
- » PLA in AZ, CA, NV, and OR

AFFILIATIONS

- » CLARB, *Member* (#40708)
- » California Park and Recreation Society, *Member*



Proposal for the City of Dubuque LEISURE SERVICES COMPREHENSIVE MASTER PLAN



DARIN BARR

Strategic Planning



Education/Credentials: MA, Public Administration, State University of New York, Brockport • BS, Parks, Recreation, and Tourism, University of Missouri

Bio: Darin has 25 years of experience within the recreation industry and over 15 years of experience with B*K. This broad background of practical, in-field, and operational experience, combined with his experience as a consultant, helps shape the approach Darin brings to each project. During his time with B*K, he has completed master plans, feasibility studies, and operational assessments and provided operational and management solutions to numerous clients nationwide. Darin's client-focused approach, attention to detail, and depth of knowledge give clients comprehensive insight to help guide them through their projects.

PROJECT EXPERIENCE

- » City of Waterloo, Aquatic Master Plan, Waterloo, IA
- » City of West Des Moines, Raccoon River Park Master Plan, West Des Moines, IA
- » Iowa West Foundation, Pottawattamie County-Wide Parks, Recreation, and Leisure Facilities Inventory and Needs Assessment, Council Bluffs, IA
- » City of Dubuque, School District Aquatic Center Feasibility Study, Dubuque, IA
- » City of Kirksville, Parks and Recreation Master Plan, Kirksville, MO



JASON GETZ, GISP

GIS Mapping

Education/Credentials: Associates, CADD, ITT Technical Institute • Geographic Information Systems Professional (GISP) (#67992)

Bio: With 23 years of experience, Jason offers extensive Geographic Information Systems (GIS) experience providing database design, data collection, geographic analysis, information conversion, application/web development, and cartographic display. He is proficient in the use of Esri GIS applications and extensions along with CAD design software. Jason has contributed his expertise to a wide variety of GIS projects in both public and private sectors. Given his varied experience, interests, education, and ability to problem solve, Jason has developed skills to implement a variety of mapping applications.

PROJECT EXPERIENCE

- » City of Goodyear, Goodyear Game Plan: Systemwide Parks and Recreation Master Plan, Goodyear, AZ — *GIS Specialist*
- » City of Scottsdale, Parks and Recreation Master Plan, Scottsdale, AZ — *GIS Specialist*
- » Arizona State Parks, Great Western Trail Master Plan, Statewide, AZ — *GIS Specialist*
- » City of Buckeye, Parks and Recreation Master Plan, Buckeye, AZ — *GIS Specialist*
- » City of Chandler, Parks Strategic Master Plan, Chandler, AZ — *GIS Specialist*
- » City of Casa Grande, Parks and Recreation Master Plan, Casa Grande, AZ — *GIS Specialist*



RYAN MURRAY



Statistically Valid Survey

Education: BS, Public Administration, University of Kansas

Bio: Ryan has 20 years of experience in survey administration, development, supervision, and research analysis. Throughout his tenure at ETC Institute, he has had the pleasure of working on survey projects that cover a wide variety of topics, including parks and recreation, community planning, customer satisfaction, transportation, employee, library, comprehensive planning, parks and recreation master plans, water and utility, and business development. Ryan's current role as Assistant Director of Community Research includes survey design, developing sampling plans, quantitative and qualitative data analysis, interpretation of results, and presentation of findings. **In Iowa, Ryan has managed Community Satisfaction surveys for the cities of West Des Moines, Davenport, Des Moines, Johnston, Pleasant Hill, and Norwalk; and has managed Parks and Recreation surveys for the City of Winterest, City of Ankeny, City of Carroll, and Dallas County.**

PROJECT EXPERIENCE

- » City of Goodyear, Goodyear Gameplan: Systemwide Parks and Recreation Master Plan, Goodyear, AZ — *Statistically Valid Survey*
- » City of Scottsdale, Parks and Recreation Master Plan, Scottsdale, AZ — *Statistically Valid Survey*
- » City of Buckeye, Parks and Recreation Master Plan, Buckeye, AZ — *Statistically Valid Survey*



Proposal for the City of Dubuque LEISURE SERVICES COMPREHENSIVE MASTER PLAN



EMILY HILBY

Graphic and Website Design

Education: BA, Graphic Design, Southern University at Carbondale

Bio: With more than 13 years of professional graphic design experience, Emily approaches her work thoughtfully and strategically to create designs that combine form and function to achieve clients' communicative goals. Experienced in web design, brand development, and print layout, Emily has provided design services for public engagement materials, project websites, brochures, final reports, and more.

- » **City of Goodyear, Goodyear Game Plan: Systemwide Parks and Recreation Master Plan, Goodyear, AZ — Graphic Designer**
- » **City of Scottsdale, Parks and Recreation Master Plan, Scottsdale, AZ — Graphic Designer**
- » **City of Buckeye, Parks and Recreation Master Plan, Buckeye, AZ — Graphic Designer**



MELISSA ALVAREZ

Technical Editing

Education: MBA, University of Phoenix • BA, Marketing, University of Arizona

Bio: Melissa is a senior marketing professional with more than 17 years of marketing experience in the civil engineering and planning industry. Her experience includes technical writing, editing, formatting, quality control (QC) and compliance reviews, and proposal strategy development. She has provided marketing support for hundreds of Kimley-Horn projects, consistently applying her passion for ensuring the highest quality client deliverables.

- » **City of Goodyear, Goodyear Game Plan: Systemwide Parks and Recreation Master Plan, Goodyear, AZ — Technical Editor**
- » **City of Scottsdale, Parks and Recreation Master Plan, Scottsdale, AZ — Technical Editor**
- » **City of Buckeye, Parks and Recreation Master Plan, Buckeye, AZ — Technical Editor**





RELEVANT PROJECTS/CLIENT REFERENCES

City of Scottsdale, Systemwide Parks and Recreation Master Plan

Scottsdale, AZ

Kimley-Horn partnered with the City of Scottsdale to develop a long-range plan that identifies key initiatives, policies, and implementation strategies to guide Scottsdale's Parks and Recreation Department projects, services, and organization over the next 10+ years. The master plan effort included a robust public outreach program including a dedicated project website with several virtual engagement tools, in-person meetings and pop-up events, and focus groups.

Similar Key Project Elements:

- Community and Stakeholder Outreach, including Outreach Workshops
- Review of Existing Related Parks and Recreation planning Documents and Recent Survey Responses
- Coordination with Ongoing Projects Related to the City Parks and Recreation Activities
- Review of Demographics and Trends, Community Needs Ranking, LOS Assessment, and Recommended Implementation Plan
- Coordination with City Parks and Recreation Leadership on the Ultimate Master Plan Deliverable

Contract Dates: 5/2023 – 9/2024

Team Members Involved: Marissa Pellegrini, *Project Manager* • Sean Wozny, *Project Engineer* • Randall Kopff, *Landscape Architect* • Jason Getz, *GIS* • Emily Hilby, *Graphic Designer* • Melissa Alvarez, *Technical Editor* • Ryan Murray (ETC), *Statistically Valid Survey*

Client Reference: Nick Molinari, City of Scottsdale, 480.312.1011, nmolinari@scottsdaleaz.gov





Village of Gurnee, Gurnee Park District, Strategic and Comprehensive Master Plan

Gurnee, IL

Kimley-Horn was part of the team that prepared an updated strategic and comprehensive master plan for the Gurnee Park District (GPD) to guide their future decisions and investments. As a former Gold Medal Agency winning district, GPD looks to not only meet current expectations and trends but exceed them and be ahead of the curve. Kimley-Horn evaluated the District's 400+ acres of parks and open space, inventorying their existing assets to provide important insight on how their parks and facilities are serving their residents, and where there were opportunities or needs for improvements. Kimley-Horn helped the team translate the GIS data collected into an LOS and prepared a detailed CIP for the next five years.

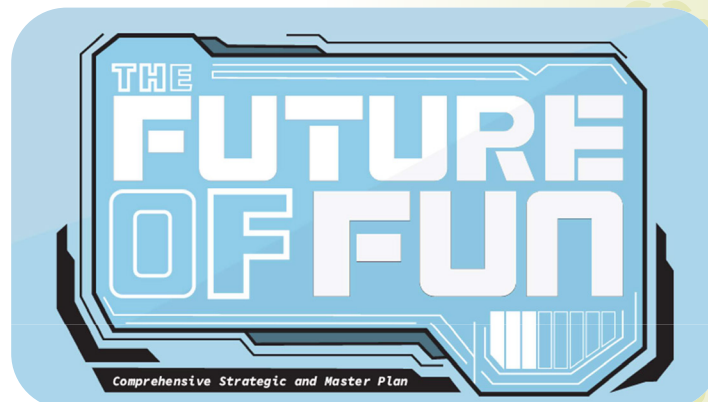
Similar Key Project Elements:

- Community and Stakeholder Outreach, including Outreach Workshops
- Review of Existing Related Parks and Recreation planning Documents and Recent Survey Responses
- Inventory and Assessment of Existing Parks
- GIS Mapping
- Capital Improvement Plan
- Asset Management Plan

Contract Dates: 8/2023 – Ongoing

Team Members Involved: Joe Cogswell, *Landscape Architect*

Client Reference: Kraig Owens, Director of Parks & Planning • 847.599.3763 •
kowens@gurneeparkdistrict.com





City of Goodyear, Goodyear Game Plan: Systemwide Parks and Recreation Master Plan

Goodyear, AZ

Kimley-Horn partnered with the City of Goodyear to develop a comprehensive 10-year Parks and Recreation Needs Assessment and Master Plan. The Master Plan provides clear guidance on how to meet the demands for future recreational, programming, environmental, and maintenance needs, as well as establishes priorities for facility improvements, future park development, and land acquisitions. Kimley-Horn collected and analyzed data to develop a clear set of goals, policies, and standards for the City's park system, open space, trails, preserves, recreation facilities, and program development for the next 10 years.

Similar Key Project Elements:

- 🍃 Dedicated Project Website
- 🍃 Project Branding
- 🍃 Hybrid Outreach Approach (In-Person/Virtual)
- 🍃 Coordination with General Plan
- 🍃 Statistically Valid Survey
- 🍃 Youth Outreach
- 🍃 Social Media Content Creation
- 🍃 QR Code Advertisement
- 🍃 Intercept Surveys at Pop-Up Events
- 🍃 GIS Mapping
- 🍃 Capital Improvement Plan
- 🍃 Land Acquisition Analysis
- 🍃 Operations and Maintenance Assessment
- 🍃 Programming Assessment

Contract Dates: 4/2022 – 9/2023

Team Members Involved: Sean Wozny, *Project Manager* • Marissa Pellegrini, *Deputy Project Manager* • Randall Kopff, *Landscape Architect* • Jason Getz, *GIS* • Emily Hilby, *Graphic Designer* • Melissa Alvarez, *Technical Editor* • Ryan Murray (ETC), *Statistically Valid Survey*

Client Reference: Nathan Torres, City of Goodyear, 623.882.3121, nathan.torres@goodyearaz.gov





ADDITIONAL PROJECT EXPERIENCE

The Experience Matrix below shows our team's additional parks, recreation, and open space master planning project experience with similar components.

Project Name	Community Outreach	Project Website	CIP Development	Programming Plan	Staffing Plan	Operations and Maintenance Plan	Implementation Plan	Natural Resources/ Open Space Component
Shape Scottsdale: Parks and Recreation Master Plan	*	*	*	*	*	*	*	
Buckeye at Play: Parks and Recreation Master Plan	*	*	*	*	*	*	*	*
Goodyear Game Plan: Parks and Recreation Master Plan	*	*	*	*	*	*	*	*
Chandler Parks Strategic Plan	*	*	*	*	*	*	*	*
Gilbert Regional Park Master Plan	*	*	*	*	*	*	*	*
Glendale Parks Conditions Assessment			*			*	*	
Oro Valley Community Services Master Plan	*	*	*	*	*	*	*	*
Prescott Valley Parks and Recreation Master Plan	*	*	*	*	*	*	*	*
Snoqualmie Parks, Recreation, Open Space, and Trails Master Plan	*	*	*		*	*	*	*
Prosser Parks, Recreation, and Open Space Master Plan	*	*	*	*		*	*	*
Littleton Parks and Recreation Master Plan	*	*	*	*	*	*	*	*
Boise Parks Conditions Assessment			*			*	*	
Gurnee Parks and Recreation Master Plan	*	*	*	*	*	*	*	
Palmdale Parks and Recreation Master Plan	*	*	*	*	*	*	*	
Jurupa Valley Parks, Recreation, Open Space, and Trails Master Plan	*	*	*	*	*	*	*	*
Buncombe County Parks, Recreation, Open Space, and Trails Master Plan	*	*	*	*	*	*	*	*
Hernando County Parks and Recreation Master Plan	*	*	*	*	*	*	*	*
Casa Grande Parks and Recreation Master Plan	*	*	*	*	*	*	*	*
Phoenix Parks and Recreation Master Plan	*	*	*	*	*	*	*	
Greenville Comprehensive Recreation Parks Master Plan	*	*	*	*	*	*	*	
Lisle Parks and Recreation Master Plan	*	*	*	*	*	*	*	



UNDERSTANDING FINAL CONTRACT TERMS

Kimley-Horn is confident that we can negotiate a mutually agreeable contract with the City of Dubuque. After reviewing the City's Contract Terms and Conditions and Insurance Schedule J in the RFP, we respectfully request the following modifications to the terms of the Agreement and the provisions of Insurance Schedule J.

Page 17 of 29, 6.Errors & Omissions. If the work product prepared by the Consultant is found to be in error, **due to their negligence**, 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.

Page 19 of 29, D. Information and Reports. The contractor shall provide all information and reports required by the Regulation or directives issued pursuant thereto, and shall permit **reasonable** access to its books, records, accounts, other sources of information and its facilities as may be determined by the City of Dubuque, Iowa Department of Transportation, or appropriate Federal Agency to be pertinent to ascertain compliance with such Regulation, orders and instructions.

CERTIFICATE OF INSURANCE

Kimley-Horn has read and confirm that we can meet the Insurance Requirements provided in the RFP; however, we respectfully request the following modifications:

Page 21 of 29, Line 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.~~

Page 22 of 29, Exhibit I, A) Commercial General Liability, line 4). 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.

LITIGATION

Kimley-Horn and its subsidiaries have provided services in all fifty states and numerous countries. Because of the many and varied projects we have completed, we are subject to various legal proceedings from time to time and in the ordinary course of business. It is not practical to provide a complete list as part of this proposal. None of the pending matters, if decided against Kimley-Horn, would have a material impact on our financial statements or impair in any way our ability to serve our clients. Generally, these matters are covered by insurance, and we consider them to be without merit. If you would like to discuss our legal matters in more detail, please contact Kimley-Horn's General Counsel, Richard Cook, at 919.677.2058.

PROPOSED PROJECT SCHEDULE

Attached as the following page.

FEES AND COMPENSATION

Provided as separate electronic document.

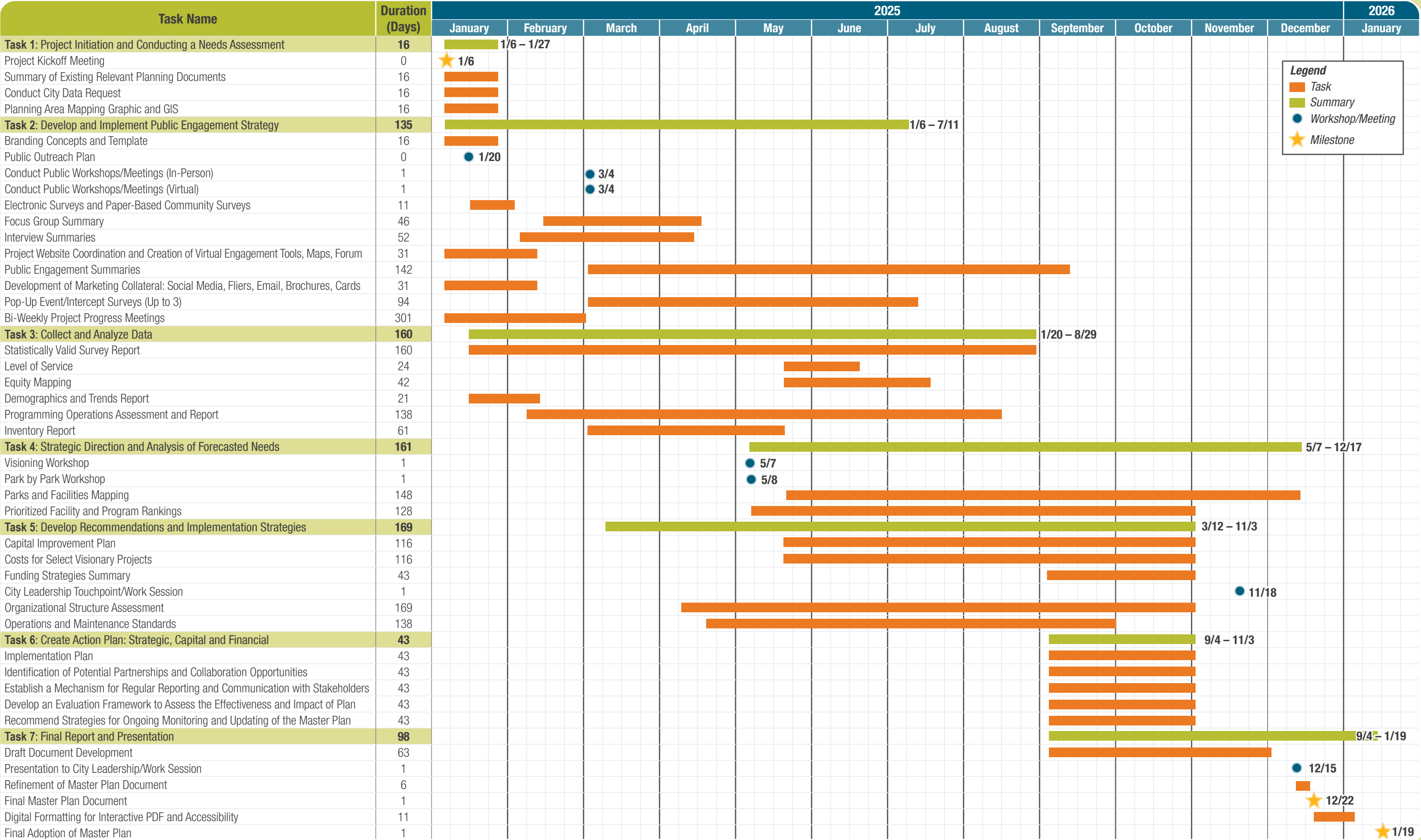
CONTRACT

Exceptions to the City's Contract Terms and Conditions are provided in the Understanding Final Contract Terms section above and we have attached our standard contract provisions. We look forward to negotiating a mutually agreed-upon contract with the City.



Proposal for the City of Dubuque

LEISURE SERVICES COMPREHENSIVE MASTER PLAN



KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. The Client will remit all payments electronically to:
Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
Account Number: 2073089159554
ABA#: 121000248
 - c. The Client will send the project number, invoice number and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.
 - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings.

Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.

- g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims,

losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance

of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



**Consultant Professional Services
Request for Proposal**

**Leisure Services Comprehensive Master
Plan**

City of Dubuque, Iowa

Issue Date: October 22, 2024

Closing Date and Time: November 13, 2024, 1:00 p.m. CST

Leisure Services Department

2200 Bunker Hill Road

Dubuque, Iowa 52001

1.0 INTRODUCTION

The City of Dubuque, Iowa (The City) is soliciting competitive sealed proposals from qualified professional consulting firms with extensive park and recreation experience to perform a Comprehensive Master Plan (Plan) for the City's Leisure Services Department. This RFP is designed to provide Consultants with the information necessary for the preparation of competitive Proposals. The RFP process is for the City's benefit and is intended to provide the City with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Consultant is responsible for determining all factors necessary for the submission of a comprehensive proposal. Through this RFP, the City is seeking to enter into a contract with a consultant that will provide the services described herein.

This RFP is partially funded by the American Rescue Plan Act (ARPA) and must be performed in accordance with all rules and regulations related to ARPA. All funding for this project must be obligated by December 31, 2024, and fully exhausted by December 31, 2026.

2.0 COMMUNITY BACKGROUND

The City of Dubuque is located on the Mississippi River in northeastern Iowa, adjacent to Illinois and Wisconsin. As Iowa's oldest city, Dubuque is a community well known for its historic and architectural beauty. The city is over 30 square miles in area, with a population of nearly 60,000 people. 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 of Dubuque is governed by an elected Mayor and City Council and managed by a City Manager. The City funds a full range of municipal services. City government works in collaboration with the private and non-profit sectors to promote economic development and sustainability. Sustainability and downtown, neighborhood, and riverfront planning, and revitalization are long-standing priorities of the City Council. The City's website is www.cityofdubuque.org. The City Council goals and priorities are available online [here](#).

In 2006 and every year since, the Mayor and City Council identified becoming a more Sustainable City as one of their goals or priorities for our community. A sustainable environment is among the Council's Five-Year Goals for the years 2024-2029.

The City of Dubuque works to create a more inclusive community by assuring everyone has equitable access to community services. This project will support the city staff, elected officials, community organizations, and members of the public in reducing, and ultimately eliminating, disparities experienced by our most marginalized residents, allowing them to prosper. This project should strive to provide a better and more equitable experience for the entire community.

3.0 PROJECT BACKGROUND AND OBJECTIVES

3.1 – Background

- 3.1.1 The City of Dubuque [Leisure Services Department](#) maintains over 1,200 acres of parkland and open space and over 300 facilities including an outdoor ice rink, baseball and softball diamonds, disc golf course, skate parks, campground, marina, pools, golf course, sport courts, trails, and more. No park and recreation master plan exists for Dubuque Leisure Services.

3.2 – Objectives

- 3.2.1 This comprehensive report will have three major components: a quality-of-life assessment, a natural resources plan, and a comprehensive parks and recreation master plan.

3.2.2 Quality of Life Assessment

3.2.2A. Inventory and assess our current assets and levels of service and compare to state and national standards.

3.2.2B. Identify our community's needs and priorities regarding our City's facilities, programs, parks, and services.

3.2.3 Natural Resources Plan

3.2.3A. This section should address land use planning, community needs and desires, environmental management, and resource assessment.

3.2.4 Comprehensive Parks and Open Spaces and Recreation Plan—including but not limited to:

3.2.4A Provide short, intermediate, and long-range management and development, renovation, and/or redevelopment planning for recreation, park, and facilities.

3.2.4B Identify appropriate staffing needs to support park maintenance operations based upon the Master Plan.

3.2.4C Identify appropriate staffing needs to support recreation operations based on the Master Plan.

3.2.4D Deferred Maintenance and Condition Assessment

A. Identify, assess, and prioritize the deferred maintenance of parks, pools, facilities, and buildings.

B. Identify safety and maintenance concerns.

C. Assist in the budgeting process by creating a probable cost estimate associated with each deferred maintenance item.

3.2.4E Identify ADA accessibility deficiencies and identify potential modifications.

3.2.4F Develop a strategic action plan that represent the values of the community for the parks and recreation system.

3.3 – Budget

3.3.1 Funding is currently appropriated for the project through the following capital improvement projects in a total all-inclusive amount of \$397,000.

Project	Project Number
Quality of Life Assessment	3449900009
Deferred Maintenance Assessment	3449900008
Natural Resources Plan	3043000036
Comprehensive Parks Masterplan	3043000001

4.0 PROJECT SCOPE OF SERVICES

The following outline represents the minimum components for performing the consultant services.

In preparing a response to this RFP, the Consultant should describe the means or strategy by which they would satisfy the scope of services. The final scope of work will be negotiated with the selected Consultant(s). The City will evaluate submitted proposals and award contracts to selected Consultant(s) based on the best proposed means, methods, and/or solutions to each individual section listed below.

4.1- Task 1- Conduct a Needs Assessment

4.1.1 Conduct a needs assessment that collects the opinions and ideas of the community The assessment will include a complete inventory of the current state of the Leisure Services Department, including its financial condition, operations, park and recreation systems, facilities, programs, and services. The assessment shall include a review of current and projected demographics, current planning standards, and regional and national trends. The assessment should provide the data and information necessary to evaluate how the Leisure Services Department facilities meet current and future needs and whether modifications and/or additions will be required or should be considered.

4.2-Task 2 - Develop and Implement Public Engagement Strategy

4.2.2 The planning process must result in a shared, clearly defined vision for the Leisure Services Department driven by input from the community. Public involvement is extremely important to the City of Dubuque and informs decision making processes. The successful Consultant will propose a robust and innovative public outreach strategy that describes how the community and staff will be provided opportunities to participate in the development of the Plan. In the submittals, Consultants should at a minimum provide the following:

4.2.2A Identify and describe a comprehensive strategy and methodology for citizen, participant and stakeholder involvement (e.g. proposed outreach process, methods of outreach, outreach tools, anticipated schedule).

4.2.2B Ensure the residents, user groups and other stakeholders are provided an opportunity to participate in the development of the Plan.

4.2.2C Act as professional facilitators to gather specific information about services, use, preferences and any department strengths, weaknesses, opportunities and threats.

4.2.2D Provide well-organized and directed activities, techniques, and formats that will ensure that a positive, open, and proactive public participation process is achieved.

4.2.2E Provide written records and summaries of the results of all public process and communication strategies.

4.2.2F Develop and manage any online public involvement tools and data.

4.2.2G Throughout the entire process, help to build consensus and agreement of the plan and if consensus is not possible, provide information for informed decision making for City staff.

4.2.2H Design and implement an equity-driven planning process to ensure a dissemination and gathering of information from a broad/representative community spectrum.

4.3 Task 3 - Collect and Analyze Data

4.3.1 Review current long-range plans and related documents such as, but not limited to [Imagine Dubuque Comprehensive Plan](#), [Chaplain Schmitt Island Master Plan and Place Making Plan](#), [Central Avenue Corridor Initiative](#), [Historic Millwork District Revitalization Plan](#), 50% by 2030 Community Climate Action and Resiliency [Plan](#), 2015 Park Division Review, and Eagle Point Park Environmental Restoration Management Plan. [Click this link](#) to access the 2015 Park Division Review and the Eagle Point Park Environmental Restoration Management Plan.

4.2.2 Develop and administer a City-wide statistically valid community needs assessment survey with a return rate that accurately represents a sampling of the community population to identify community needs and issues on the Leisure Services Department's parks, facilities, programs and services. This survey will be used as a baseline to determine needs, desires, and willingness to pay.

4.2.3 Collect and interpret demographic characteristics and trends of the City's population using information from the US Census Bureau's American Community Survey, tapestry segmentation, regional and local sources, etc.

4.2.4 Compile data on participation, operations, technology, programming, programming space and land use trends and acquisition opportunities and needs.

- 4.2.5 Compile a complete inventory of indoor and outdoor facilities and parks including amenities, capacity of each found within the system as well as its functionality, accessibility, condition, and convenience, deferred maintenance, etc.
- 4.2.6 Inventory and analysis of natural resources, invasive species, and other environmental issue identification, management practices, and recommendations.
- 4.2.7 Review available funding and financing strategies that are options for funding future improvements.
- 4.2.8 Develop Level of Service (LOS) standards to meet community needs and identified community desires expressed in data. Standards should consider geographic distribution of indoor and outdoor facilities and their amenities.
- 4.2.9 Provide usable and workable definitions and recommendations for designated park and open space with acreages and parameters defined as appropriate.

4.4 Task 4 - Determine the Leisure Services Department's Strategic Direction and Analysis of Forecasted Needs

4.4.1 The Consultant will review needs assessment outcomes with City staff and facilitate a review of the Leisure Services Department strategic direction to identify and affirm the long-range vision for the Department. This step of the Plan process is vital for clarifying the Department's organizational direction for action planning, decision making, and resource allocation. To determine the Leisure Services Department strategic direction, the firm will assist the Department with accomplishing the following:

4.4.1A Review and develop the Leisure Services Department's vision, mission, aspiration, and organizational values.

4.4.1B Conduct a situational analysis and environmental scan utilizing the needs assessment data to determine gaps in what is being provided versus the needs and interests identified.

4.4.1C Develop a list of critical issues and opportunities based on the results of the situational analysis and environmental scan.

4.4.1D Review the department's current equity plan, review data, and recommend and develop a master plan that is equity driven.

4.5 Task 5 - Develop Recommendations and Implementation Strategies

4.5.1 To ensure that the Plan is implementable upon its adoption by the City Council, it must include realistic, feasible and clearly defined planning scenarios. Based on the outcomes of the needs assessment and the Leisure Services Department's strategic direction, the firm will be expected to develop the following:

4.5.1A Prioritized recommendations to meet current and future needs through, but not limited to, land acquisition, construction, renovation, or redevelopment of indoor and outdoor facilities, development of additional recreational amenities, park maintenance, etc.

4.5.1B Estimates and review of the capital and operational costs for land acquisition, construction, renovation, or redevelopment of indoor and outdoor facilities, development of additional recreational amenities, park maintenance, etc. The analysis should be designed to connect with the Leisure Services Capital Improvement Project plan.

4.5.1C Recommendations for addressing operations, staffing, maintenance, technology, programming and services and funding needs to support implementation of this Plan.

4.5.1D Evaluation of the feasibility, cost-effectiveness/return on investment of suggested strategies and recommendations.

4.5.1E Recommended strategies related to equity, climate change, and resiliency.

4.6 Task 6 - Create Action Plan: Strategic, Capital and Financial

4.6.1 The consultant must develop an action plan which includes strategies, priorities and budget support and funding mechanisms for the short term, mid-term and long term, which were developed during the previous stage in the process. The Action Plan must be a phased with prioritized recommendations and a capital projects prioritization process/ranking system for future strategic investments and level-of-service/reoccurring capital needs.

4.7 Task 7- Final Report and Presentation

The selected consultant shall submit a draft and final report which summarizes the findings and conclusions and includes a clear demonstration that the firm has fulfilled all of the elements contained in the agreed upon scope of work. The Plan must include written goals, plans, objectives and policy statements that articulate a clear vision and “road map” for the Leisure Services Department’s future. A presentation of the final plan by the consultant to the Leisure Services staff, the Park & Recreation Commission followed by City Council (3 total meetings) will be required.

The report, appendices, support materials, meeting minutes, photos and other files shall be in electronic format provided throughout and at the closing of the project.

5.0 PROJECT MANAGEMENT

5.1 – Project Manager

The Consultant shall identify one person to serve as the Project Manager for this project. The Project Manager shall be the leader of this effort and is expected to ensure that the project scope, schedule, and budget are always being adhered to for the duration of the project. Additionally, the Project Manager shall serve as the primary point of contact for all exchanges of information between the City and the Consultant.

6.0 USE OF CITY RESOURCES

6.1 – Use of City Resources for the RFP Preparation

All information requests shall be directed to the City's Park Division Manager as detailed in Section 8 of this request for proposal. 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.

6.2 – Materials Available for RFP

A current aerial photograph of the City of Dubuque is available if requested by consultant.

6.3 – City Resources Available to the Selected Consultant

The City will make its ArcView GIS mapping and data analysis capabilities available for this project as well as staff contact/resources in the Leisure Services Department. Digital aerial photos of the City of Dubuque were taken in 2022.

7.0 INFORMATION TO BE INCLUDED IN PROPOSAL

The Proposal should address all the points outlined in this RFP excluding any cost information which shall be included in a separate submission labeled "Project Cost Estimate". 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 order and 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.

Letter of Transmittal

Provide a letter of transmittal briefly outlining the Consultant's understanding of the work and list the Project Manager's the name, address, telephone number, and e-mail address. The name that is provided for the Project Manager will be used as the primary contact person during the RFP evaluation process.

Profile of Firm

Provide general information about the Firm, along with its area of expertise and experience as it relates to this RFP and performing services utilizing American Rescue Plan Act funding. Describe the experience and success of the Firm in performing similar projects. State the size of the Firm, the size of the Firm's professional staff, and the location of the office from where the work on this project will be performed.

Discuss the Consultant's ability to integrate this project into their present workload. Include a statement to specify if the Consultant currently has the capacity to undertake the project or whether it intends to hire additional staff or partner with subconsultants.

Scope of Services

Describe the means, methodology and/or strategy by which the Consultant would satisfy the scope of services for the currently approved budget as listed in Section 3.3 as well as what process and outcomes the consultant would suggest to make the project a reality.

Include a basic work plan for each strategy that delineates the Consultant's approach to the completion of the project. The work plan, at a minimum, should include those components outlined in Section 4.0 of this RFP. The Consultant should indicate in the work plan those aspects that might be completed by City staff or time and resources needed of the City staff.

Highlight any parts of the work plan that will reflect the Consultant's unique philosophy or insight regarding its approach to this project and how this approach positively impacts the successful completion of the project. This is the Consultant's opportunity to convey ideas and concepts with respect to the goals outlined in the scope of services.

Project Team Qualifications

Provide the names of all members of the project team associated with this project. Specifically identify the supervisory and management staff including principals, the project manager, and technical experts who would be assigned to this project. For each project team member, provide their qualifications and experience.

Include a flow chart that shows the communication path between the City and Consultant. Include all project team members on the flow chart and show the supervisory relationship between all members of the team. Be sure to include all subconsultants staff on the project team flow chart.

Provide the name and location of other sub consulting firms that would be used by the Consultant during the project and the approximate percentage of the work that would be performed by each of these firms. Provide the qualifications and experience of all subconsultant staff working on the project.

In submitting the Proposal, the prospective Consultant represents that each person listed or referenced in the proposal shall be available to perform the services as described. The Project Manager, principals, management, and other project team staff may be changed in accordance with the requirements described in Appendix C 3 "Substitution of Project Team Members".

Describe the experience and success of the project team members proposed for the Dubuque project, in performing similar projects. Specifically list any experience and success completing park and recreation master planning, needs assessments, public engagement, data collection and analysis, strategies, and implementation planning.

Include at least three (3) relevant client references (including individual contact names and telephone numbers) for similar projects that have been completed by the Firm in the last five (5) years. List the names of individuals on the project team proposed for the Dubuque project who have worked on the referenced projects.

Understanding of Final Contract Terms

The Proposer should provide a statement that indicates they have read and understand Appendix C – "City of Dubuque Contract Terms and Conditions" and agree 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 their submitted Proposal.

Certificate of Insurance

The Consultant should provide a statement indicating that they are able to meet the City's insurance requirements for professional services. (See attached Insurance Schedule J –

Appendix D.) Submittal of insurance documents as part of this RFP is not required.

Litigation

Provide litigation information, if applicable.

Proposed Project Schedule

Provide a project schedule for the project. Outline the time durations and estimated completion dates for each major component of the proposed scope of work. The schedule should list all deliverables that are required throughout the project. Products should be delivered in an electronic format compatible with city computer software and hardware.

Fees and Compensation – TO BE NAMED AS SEPARATE ELECTRONIC SUBMISSION

Provide a proposed fixed cost, plus reimbursable expenses budget for each strategy proposed to complete the requested scope of services. Breakdown costs by major scope element and include a list of hourly rates for personnel assigned to the project.

Contract

A proposed contract for services must be included in the submittal. The proposed contract is not included in the page count for the proposed submission.

Quotation of fees and compensation shall remain firm for a period of at least 90 days from the RFP submission deadline.

Ensure the separation of the proposed budget from the other portion of the RFP submittal. Initial screening will be completed by the RFP committee without knowing the Consultant's proposed fee for services.

8.0 PROPOSAL QUESTIONS AND ANSWERS

If you have any questions concerning this proposal, or other technical questions, please submit an email with your requests to the City's Park Division Manager, Steve Fehsal. 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 matter of this RFP that requires explanation or interpretation must be inquired into by the consultant in writing by November 6, 2024 prior to 2:00 p.m. E-MAIL all questions to sfehsal@cityofdubuque.org. All questions will be responded to in the form of written addenda. All addenda shall become a part of the RFP. All Addenda will be posted on the City's website. It is the consultant's responsibility to check for addenda located at the City's bid posting site [here](#).

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 or any of the Selection Committee members except as expressly authorized by the City Project Manager identified in this section (Section

8.0). Violation of this restriction will be considered a violation of the rules and be grounds for disqualification of the Consultant’s proposal.

Park Division Manager contact information is as follows:

Steve Fehsal
Park Division Manager
City of Dubuque
Leisure Services Department
2200 Bunker Hill Road
Dubuque, IA 52001-3010

Phone: 563-589-4260
E-mail: sfehsal@cityofdubuque.org

9.0 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 Proposer will rely.

PROPOSAL SUBMITTAL INFORMATION

- Submittal Deadline: November 13, 2024, before 1:00 p.m. CST
- Digital Submittal Location: <https://cityofdubuque.sharefile.com/r-r7d93f9bb84f241eaacb1285a11f7a94b>
- Submittal Copies: Proposal: One (1) electronic (.pdf) copy
Fees: One (1) electronic (.pdf) copy

Submit one (1) signed electronic .pdf version of the proposal to the digital submittal location ShareFile address listed above. Label the document **Leisure Services Comprehensive Master Plan Proposal**. Label second document of fees **Leisure Services Comprehensive Master Plan Fees**. Add the name of the firm in each file name.

To confirm the city’s receipt of the two electronic submissions, contact Lead Administrative Assistant Angie Metcalf at mmetcalf@cityofdubuque.org or call 563-589-4262.

The proposal must be a document of not more than twenty-five (25) numbered 8-1/2 x 11-inch pages, except for the project schedule which may be presented in 11 x 17-inch format, and not including the letter of transmittal, the front and back covers and the separately submitted cost proposals, or the proposed contract. Proposals should not include any pre-printed or promotional materials. **Any proposals exceeding 25 numbered pages will not be considered.**

Each addendum must be acknowledged in the Letter of Transmittal by providing the addendum number and title. Failure to acknowledge each addendum will be considered grounds for possible disqualification. It is solely the Consultant’s responsibility to ensure that you have received all addendums to this RFP before submitting the proposal.

The original proposal document shall be signed in blue ink by an officer of the Firm 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 ninety (90) calendar days from the proposal closing date is required. Failure to comply with the above requirements shall be considered grounds for possible disqualification.

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 is not responsible for any loss or delay with respect to delivery of the proposals.

The City of Dubuque is not liable for any costs 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 Firms that are not specified in any contract. All results from this project will remain the property of the City of Dubuque.

The City of Dubuque appreciates your time and consideration of this RFP.

Appendix A

Consultant Evaluation and Selection Process

EVALUATION CRITERIA

Proposals will be screened to ensure that they meet the minimum requirements of the proposal format. A selection committee will review qualifying proposals and select Firms 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. A high level of professional competence and a proven track record in the preparation of Park & Recreation comprehensive plans or similar:
 - a. Qualifications and experience of the Consultant and any subconsultants and track record of the firms experience with subconsultants if a joint venture.
 - b. Demonstration of the professional expertise and technical abilities of the project team members.
 - c. Experience of Consultant working on municipal park & recreation projects in Midwest communities of similar size and/or similar parks and recreation assets.
 - d. Experience of the project team working with the public and other project stakeholders in preparing parks and recreation master plans.
 - e. Experience with American Rescue Plan Act funded projects.
 - f. Experience of project team in working with the public and other stakeholders in preparing similar reports and projects.
2. Community engagement strategy proposed and experience in community engagement processes especially with marginalized and/or under-represented populations.
3. Quality and completeness of the written proposal. The proposal should clearly demonstrate understanding of the City's overall objectives and project scope.
4. Design approach/methodology in completing scope of services such as:
 - a. Grasp of project requirements and level of interest in the project.
 - b. Creativity and problem-solving ability.
5. Proposed schedule required to complete project.

CONSULTANT SHORT-LIST EVALUATION CRITERIA

A selection committee may choose to interview none, one, or all the consultants. Both the original submitted proposal and the results of the Consultant interview if needed will be used to select the final Consultant for the project. In addition to the above criteria, the following criteria are among those that will be used to evaluate the Consultants on the short-list.

1. Criteria from the initial evaluation.
2. Equity driven planning processes used and/or proposed.
3. Responsiveness and compatibility between the Consultant and City:

- a. Ability of the Consultant to maintain a high level of direct interaction and communication with City staff.
 - b. Ability to listen, be flexible, and follow and/or implement direction and/or ideas or concepts.
 - c. Interactions with the general public, City staff, and public officials.
4. Clear understanding of current industry trends.
5. Level of understanding project scope, proposal that meets the full scope, and ability to deliver the comprehensive services requested.
6. Cost of the Leisure Services Comprehensive Master Plan in relationship to the services offered.
7. Results of interview process
8. Information from references

SELECTED CONSULTANT - FEE NEGOTIATION PROCESS

Upon the completion of the evaluation of the proposals, the RFP Selection Committee will recommend to the City Manager or City Council the awarding of a contract to the highest ranked Consultant. The Selection Committee will also request authority to negotiate with the recommended Consultant a final scope of work and fee structure for the project.

After authority is granted to negotiate an agreement and execute a contract with a Consultant, the Consultant shall prepare an industry standard Work Breakdown Structure (WBS) to reflect the Firm's approach to the completion of the project. The WBS, at a minimum, should include work tasks for each of the components outlined in the RFP, a separate line item for each deliverable, and list project management as a separate task. No individual task on the WBS shall have a total value exceeding \$10,000. The Consultant shall indicate in the WBS the work tasks that will be completed by City staff.

The format of the WBS shall summarize the fixed fee for each task listed, plus individually list in separate section any associated reimbursable expenses that would specifically relate to this project. A sample format of a WBS can be obtained from the City if desired.

Once the selected Consultant has prepared the WBS, the City and the Consultant will meet and the final scope of work for the project will be negotiated by joint revision to the WBS to best meet the goals of the project while considering available funding. During the negotiation process, tasks to be completed by City staff, work reassignment to different project team members, and the addition or elimination of tasks may be modified on the WBS to achieve the best overall results for project.

The selected Consultant shall be responsible for updating the WBS to reflect any changes that were agreed to during negotiations. After the final scope of services 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.

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 offerer. Otherwise, negotiations with the offerer 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.

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 decide 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 per month. The invoiced amount shall be based on the Earned Value of the percent work completed as reported on the most recently updated and submitted WBS.

Appendix B

RFP Rules and Protest Procedure

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 prospective Consultants an advantage or benefit not enjoyed by other prospective Consultants.

EXCEPTIONS

Proposer exceptions to any part of the requirements stated in this request must be clearly identified as exceptions and noted in the letter of transmittal and in the submitted project cost estimate.

RANKING OF THE PROPOSALS

No debriefings or scoring information shall be released before the City Manager or City Council has recommended that a contract be negotiated with the recommended Firm. However, after authorization has been granted to negotiate a contract, all contents of the submitted proposals 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, in 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 from the City. The written dispute shall be sent via certified mail or delivered in person to the point of contact set forth in Section 8.0, who shall review the written dispute and work with the City Manager to render a decision which shall be considered final.

Appendix C

City of Dubuque 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.

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 always, during the performance of this Agreement, provide insurance as required by the attached Insurance Schedule J.

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.

If 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 ENGINEERING 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 Section 4.7 and 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 Engineer and approved by the **City**.

9. TITLE VI, ADA, & OTHER NON-DISCRIMINATION

During the performance of this contract, the contractor, for itself, its assignees, and successor in interest, (hereinafter referred to as the "contractor") agrees as follows:

A. Compliance with Regulation

The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21 (hereinafter referred to as the Regulations), as they may be amended from time to time, herein incorporated by reference and made part of this contract.

B. Nondiscrimination

The contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection of and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitation for Subcontracts, including Procurement of Materials and Equipment

In all solicitations whether by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including the procurement of material for leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulation relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports

The contractor shall provide all information and reports required by the Regulation or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City of Dubuque, Iowa Department of Transportation, or appropriate Federal Agency to be pertinent to ascertain compliance with such Regulation, orders and instructions. Where any information required of contractors is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Iowa Department of Transportation, or the appropriate Federal Agency as needed and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance

In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Dubuque shall impose such contract sanctions as the Iowa Department of Transportation, or applicable Federal Agency, may determine to be appropriate, including, but not limited to:

- i. Withholding of payments to the contractor under contract until the contractor complies and/or
- ii. Cancellation, termination, or suspension of the contract, in whole or in part.

F. Incorporations of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the City of Dubuque, Iowa Department of Transportation, or appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Appendix D Insurance Requirements

City of Dubuque Insurance Requirements for Professional Services

INSURANCE SCHEDULE J

1. Consultant 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 _____. **Leisure Services Comprehensive Plan**
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.
8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to mutual agreement of the parties.

INSURANCE SCHEDULE J (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
- 2) Include endorsement indicating that coverage is primary and non-contributory.
- 3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
- 5) Policy shall include Waiver of Right to Recover from Others endorsement.
- 6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit	\$1,000,000
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Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

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

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

City of Dubuque Insurance Requirements for Professional Services

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

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

D) UMBRELLA/EXCESS LIABILITY \$1,000,000

The General Liability, Automobile Liability and Workers Compensation Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

E) PROFESSIONAL LIABILITY \$2,000,000

If the required policy provides claims-made coverage:

- 1) The Retroactive Date must be shown and must be before the date of the agreement.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
- 3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

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

☐ Yes ☒ No

Coverage for First and Third Party liability including but not limited to lost data and restoration, loss of income and cyber breach of information.

City of Dubuque Insurance Requirements for Professional Services

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

Appendix E Project Related Data

AMERICAN RESCUE PLAN ACT (ARPA) COMPLIANCE

The following contract provisions along with this entire Request for Proposal will be made a part of any resulting contract(s) that arise from this Request for Proposal.

Domestic Preferences for Procurement

As appropriate and to the extent consistent with law, the Contractor, to the greatest extent practicable, shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (50% US or more) as noted in 2 CFR § 200.322, including but not limited to iron, aluminum, steel, cement, and other manufactured products. The requirement of this section must be included in all subawards per §200.322 including all contracts and purchase orders for work or products under ARPA.

- A. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- B. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Contract Work Hours and Safety Standards Act

Contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply with [40 U.S.C. 3702](#) and [3704](#).

- A. Each contractor is required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work exceeding the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- B. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

Clean Air Act and The Federal Water Pollution Control Act

Contracts in excess of \$150,000 must contain a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the [Clean Air Act](#) and the [Federal Water Pollution Control Act](#). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other

employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local

government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub-contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub-contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms

If the awarded contractor (prime) uses subcontractors, it must take all necessary affirmative steps to assure that small and minority businesses, women's enterprises, and labor surplus area firms are used. The following affirmative steps are required of the prime contractor:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in [paragraphs \(1\)](#) through [\(5\)](#) of this section.

Suspension and Debarment

This contract is a covered transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

System for Award Management (SAM)

A contract award will not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM). SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

Procurement of Recovered Materials

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- 2. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>
 - 3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

ADDENDUM NO. 1

To: All Plan Holders and Interested Parties

Project: Leisure Services Comprehensive Master Plan

Date: November 7, 2024

Bids Due: November 13, 2024, 1:00 p.m. CST (NO CHANGE)

The following additions, revisions, corrections, and clarifications contained herein shall become part of the Construction Documents for the Project, and shall be included in the Scope of Work and Bid Proposals to be submitted. References made below to Specifications and Construction Drawings shall be used as a general guide only. Bidders shall determine for themselves the full scope of work affected by the Addendum items.

The following questions were asked, and responses provided by the city in **bold**.

1. Can the City provide a list of facilities? We have found that they have over 300 varying from indoor to outdoor. However, it would assist with planning to know the number based on type.
 - **“Facilities” does include amenities. The general count for infrastructure is:**
 - Golf Course = 1**
 - Outdoor Pools = 2**
 - Athletic Complex = 2**
 - Maintenance Buildings = 15**
 - Marina = 1**
 - Campground = 1**
 - Parks = 50**
 - General Rec Programming Building = 3**

2. Can you elaborate on your expectations for the Natural Resources Plan?
 - **See answers to question 4**

3. Can you elaborate on your expectations for the ADA plan?
 - **To identify ADA deficiencies within the system, prioritize potential projects and provide general estimated costs**

4. What level of detail are you expecting for the Natural Resources Plan?
Environmental management and resource assessment are mentioned. What level of field research-driven data are you hoping to ascertain as part of the inventory and analysis?
 - **Assessment of existing conditions of all natural resources maintained by Park Division should be completed with an outcome of a restoration and management program based on community input including cost estimates**

5. What are the current (if any) mission and vision statements of the City of Dubuque Leisure Services Department?
 - **The Parks Division enables and fosters full enjoyment of the parks, open spaces, and recreational facilities of Dubuque in a manner that demonstrates and fulfills the city's commitment to social equity, economic viability and environmental responsibility.**

 - **The Recreation Division encourages community participation by providing equitable, progressive, accessible, and affordable opportunities through our parks, facilities, and recreation programming.**

 - **Vision: Creating equitable OPPORTUNITIES to enhance and improve the QUALITY OF LIFE for the residents of Dubuque.**

6. With Water, Wastewater, and Flooding be a key sector of the framework of the Dubuque Climate Action Plan, do you anticipate the need for stormwater (water resource engineering) consultation as part of this holistic planning effort?
 - **Not anticipated but as we work through the process it may become relevant**

7. The project identifies the Quality of Life Assessment, Deferred Maintenance Assessment, Natural Resources Plan, and Comprehensive Plan as four

separately funded projects. Is the intention to isolate those as four separate deliverables or processes, or can we merge them in the scope?

- **We are viewing the project as a lump sum. The funding code breakdown was just for reference.**
- **The goal is to have 1 Comprehensive Master Plan that includes the 3 Objectives**

8. The RFP requires the development of an "Action Plan." Is that one in the same with the "Comprehensive Plan," or is it a sub-component of the Comprehensive Plan?

- **Within the Comp Plan there should be actions proposed to address prioritized items.**

9. What are the key stakeholder groups who should be engaged and is the client team interested in forming an advisory body for the planning process?

Alternatively, the existing Parks and Recreation Commission could play this role.

- **These are all determined as part of the engagement process**

10. Does the project schedule count towards the 25 numbered page limit?

- **Yes**

Sincerely,



Steve Fehsal
Park Division Manager
City of Dubuque

END OF ADDENDUM NO. 1

**City of Dubuque
City Council**

ACTION ITEMS # 6.

ITEM TITLE:	Hawks Goodmann & Associates Independent Contractor Agreement
SUMMARY:	City Manager recommending City Council approval to contract with Hawks Goodmann & Associates to assist with strategic partnerships at the federal level.
SUGGESTED DISPOSITION:	Receive and File; Approve
ATTACHMENTS:	
	1. MVM Memo
	2. Agreement

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Hawks Goodman & Associates Independent Contractor Agreement

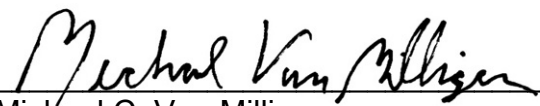
DATE: December 12, 2024

Teri Goodman is an accomplished professional in developing strategic partnerships. She has been performing at a very high level over the last 35 years, first with implementation of the America's River Project in the Port of Dubuque including the Mississippi River Museum and Aquarium and the Grand River Center and then with many City projects as she joined the City as Assistant City Manager for Strategic Partnerships. It is estimated that Teri has been involved in getting the City of Dubuque and organizations in the City of Dubuque upwards of one billion dollars in grants in her career.

Now that Teri has retired from her position at the city, she has started a private business, and the city has an opportunity to contract with her firm to still assist with strategic partnerships at the federal level. The annual cost would be \$40,000 plus reimbursement for actual and reasonable costs of travel expenses and meals for travel expenses directly tied to the compensable Contractor Services.

I am still developing a strategy to identify a method to continue to nurture strategic partnerships at the state level.

I respectfully recommend Mayor and City Council approval of this agreement.


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Teri Hawks Goodman, Hawks Goodman & Associates

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is made and entered into, as of DATE, by and between the City of Dubuque, Iowa, a municipal Iowa corporation having its principal place of business at 50 W 13th Street, Dubuque, IA 52001 (the "City"), and Hawks Goodmann & Associates, an Iowa limited liability company having its principal place of business at 10583 Waters Forest Drive, Dubuque, IA 52003 (the "Contractor").

WHEREAS, the City is a municipal corporation charged with the provision of essential and general corporate purposes as outlined in Iowa Code §384.24; and

WHEREAS, the Contractor is in the business of providing consulting services, and has the requisite skills and experience to perform such services; and

WHEREAS, the City desires to enter into an independent contractor relationship with Contractor, and Contractor desires to render services described below for the City on an independent contractor basis, pursuant to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, City and Contractor (collectively, the "Parties") hereby agree as follows:

SECTION 1. AGREEMENT FOR SERVICES. Subject to the terms and conditions of this Agreement, City hereby retains Contractor to:

- a. Facilitate and organize the federal DC Fly-In including visits to relevant and necessary federal agencies,
- b. Facilitate and organize the federal Congressional Staff Visit to Dubuque,
- c. Facilitate strategic partnerships with federal agencies and organizations;
- d. Coordinate the City's federal and national grant writing efforts to ensure awareness of opportunities, strategy in application efforts, and proper planning. This shall not include federal grant writing responsibilities but will include review of federal grant applications prior to submission.;
- e. Coordinate the City's efforts related to developing and sustaining state and local strategic partnerships and activities with any city employee, agent, or consultant hired on behalf of the City, but this does not include executing those strategies; and to
- f. Provide periodic reports to the City Manager, whether in writing or verbal (the "Services"),

and Contractor hereby accepts such engagement. City has entered into this Agreement with Contractor because of Contractor's unique skills; therefore, all Services must be personally provided by Contractor.

SECTION 2. TERM. This engagement shall commence on January 1, 2025 (the "Effective Date") and continue in full force and effect through December 31, 2025 (the "Term". Notwithstanding anything herein to the contrary, either party may terminate this agreement without cause during the Term by providing written notice to the other party, but Sections 6, 7, 10, and 15 shall continue in full force and effect. This Agreement shall automatically renew for a one-year term upon the expiration of the Term, unless otherwise terminated as provided below. Thereafter, this Agreement shall automatically renew for a one-year term every January 1st, unless either party provides the other party with written notice, at least 30 days prior to the renewal date, of their intent to not renew this Agreement or this Agreement is otherwise terminated as provided below.

(A). TERMINATION BY CITY. City may terminate this Agreement for any reason, at any time, effective upon the providing of thirty (30) days written notice to Contractor of termination.

(B). TERMINATION BY CONTRACTOR.

1) Contractor may terminate this Agreement immediately for a material breach of any provision of this Agreement by City, if City's material breach is not cured within ten (10) days after the date Contractor provides written notice to City of City's breach. If City fails to timely cure any such material breach, this Agreement shall terminate.

2) Contractor may terminate this Agreement, without cause and at any time, effective upon the providing of thirty (30) days written notice of termination to City or termination. If Contractor terminates this Agreement for any reason other than a material breach by City, Contractor shall be liable for damages to City pursuant to Section 12.

SECTION 3. COMPENSATION.

- a. As compensation for Contractor's Services, City and Contractor mutually agree Contractor shall receive an annual amount not to exceed \$40,000. All sums shall be paid to Contractor via direct deposit to the financial institution of Contractor's choice. Contractor will be paid monthly in equal installments.
- b. Each January 1 if this Agreement continues, the contract amount shall increase by the Consumer Price Index, Midwest Region.

SECTION 4. EXPENSES. In addition to the compensation for Contractor's Services, City agrees to reimburse Contractor for the actual and reasonable cost of travel expenses and meals for travel directly tied to the compensable Contractor Services.

SECTION 5. INSURANCE. Contractor must provide Agency with evidence of liability insurance with a minimum of \$500,000 combined single limit.

SECTION 6. LEGAL COMPLIANCE. Contractor is responsible for compliance with all applicable laws, statutes, rules, regulations, and ordinances which may apply to the performance of Contractor's Services under this Agreement, and hereby represents and warrants that Contractor is in compliance with the same as of the Effective Date and further represents that throughout the duration of providing any Services, that Contractor will remain in compliance. Contractor further represents and warrants that Contractor has obtained all necessary business permits and licenses that may be required to carry out the Services, including any permits and licenses that might be required by the state or locality in which Contractor performs the Services, and Contractor agrees to maintain, at Contractor's sole expense, such required permits and licenses for the duration of the term(s) of this Agreement.

SECTION 7. CONFLICTS OF INTEREST; CONFIDENTIALITY. Contractor represents that it is free to enter into this Agreement, that this engagement does not violate the terms of any agreement between Contractor and any third-party, and that Contractor has provided to the City all prior agreements, if any, regarding confidentiality, intellectual property assignment, covenants not to compete, and Contractor and customer non-solicitation obligations which are, or could be, in effect at the time the engagement commenced.

SECTION 8. RIGHT TO INJUNCTION. The parties hereto acknowledge that the Services to be rendered by Contractor and its obligations hereunder including, without limitation, its obligation under Section 7, 10, and 12, as well as the rights and privileges granted to City under this Agreement, are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by Contractor of any of the provisions of this Agreement will cause City irreparable injury and damage. Contractor expressly agrees that City shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that City may have for damages or otherwise; this includes, but is not limited to, all reasonable costs and attorneys' fees incurred by the City in enforcing the provisions of this Agreement. The various rights and remedies of City under this Agreement or otherwise shall be construed to be cumulative, and none of them shall be exclusive of any other or of any right or remedy allowed by law.

SECTION 9. INDEPENDENT CONTRACTOR RELATIONSHIP.

(A). INDEPENDENT CONTRACTOR STATUS. This Agreement shall not render Contractor or any of Contractor's agents an employee, partner, agent of, or joint venturer with City for any purpose. Contractor is and will remain an independent contractor in its relationship to City. Contractor's agents, if any, are not and will not become City's contractors. City shall not be responsible for withholding taxes with respect to Contractor's compensation hereunder. City shall report all payments made to Contractor on a calendar year basis using IRS Form 1099, if required by

law. Contractor agrees to report all such payments to the appropriate federal, state, and local taxing authorities. City shall not and shall have no obligation to: (a) (i) withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's or Contractor's agents' behalf, (ii) make state or federal unemployment compensation contributions or payments on Contractor's or Contractor's agents' behalf, or (iii) withhold state or federal income tax from Contractor's payments (collectively referred to as the "Taxes"); or (b) obtain workers' compensation insurance or any other insurance coverage of any kind on behalf of Contractor or Contractor's agents (collectively the "Insurances"). Neither Contractor nor Contractor's agents are eligible to participate in any health, vacation pay, sick pay, or other fringe benefit plan of City (collectively the "Benefits"). If any government agency or court determines that Contractor should be reclassified as an employee, Contractor hereby waives any right to City Benefits and acknowledges and understands that such reclassification shall not entitle Contractor to any Benefits offered to City's employees. Contractor and City agree that: (a) Contractor has the right to perform services for others during the term of this Agreement; (b) Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.

(B). METHOD OF PERFORMING SERVICES; RESULTS. In accordance with City's objectives, Contractor will determine the method, details, and means of performing the Services. City shall have no right to control the manner or determine the method of performing Contractor's services. Contractor shall provide the Services for which Contractor is engaged to the reasonable satisfaction of City.

(C). WORKPLACE, HOURS AND INSTRUMENTALITIES. Contractor may perform the services required by this Agreement at the location and times mutually agreed upon by Contractor and City. Except as otherwise stated herein, Contractor agrees to provide all tools and instrumentalities, if any, required to perform the services under this Agreement.

(D). LIMITATIONS ON AUTHORITY. Contractor shall have no right, power, or authority to bind City, its employees, subsidiaries, or affiliates to the fulfillment of any condition, contract, or obligation or to create any liability binding on City, its employees, subsidiaries, or affiliates.

(E). NONEXCLUSIVE SERVICES. Except as otherwise stated herein, Contractor may, during the term of this Agreement, render services on Contractor's own account or for any other person or entity as Contractor sees fit. The City also has the right to contract with others for strategic partnership services, or hire City employees for that purpose.

(F). REQUISITE SKILLS. Contractor specifically acknowledges and agrees that Contractor has the requisite knowledge, expertise, experience, professional

licenses, and training to perform the Services, and that the City will not provide Contractor with any training concerning the manner or methods of performance of the Services, nor will it provide Contractor with any tools or equipment, except as stated herein, to complete the Services.

SECTION 10. TRADE SECRETS AND CONFIDENTIAL INFORMATION. During the term(s) of this Agreement, Contractor may have access to, and become familiar with, various trade secrets and confidential information belonging to City. Contractor acknowledges that such confidential information and trade secrets are owned and shall continue to be owned solely by City.

SECTION 11. DOCUMENTS. Under no circumstances shall Contractor remove from City's offices any of City's books, records, documents, or customer lists, or any copies of such documents, without City's prior written consent; nor shall Contractor make any copies of such books, records, documents, or customer lists for use outside of City's office, except as specifically authorized in writing by City.

SECTION 12. REMEDIES FOR BREACH OF SECTIONS 7, 10, AND 11. Contractor acknowledges that: (1) compliance with Sections 7, 10, and 11 herein is necessary to protect City's business and good will; (2) a breach of any provision of those Sections will irreparably and continually damage City; and (3) an award of money damages will not be adequate to remedy such harm.

SECTION 13. WAIVER OF RIGHTS. If, in one or more instances, either party fails to insist that the other party perform any of the terms of this Agreement, such failure shall not be construed as a waiver by such party of any other past, present, or future right granted under this Agreement, and the obligations of both parties under this Agreement shall continue in full force and effect.

SECITON 14. SURVIVAL. To the extent stated herein, the obligations contained in Sections 6, 7, 10, and 15 shall survive the termination of this Agreement. In addition, the termination of this Agreement shall not affect any of the rights or obligations of either party arising prior to or at the time of the termination of this Agreement, or which may arise by any event causing the termination of this Agreement.

SECTION 15. INDEMNIFICATION. Contractor shall protect, defend, indemnify and hold City harmless from any claims, demands, suits, damages, losses, expenses, liabilities, or causes of action arising or resulting directly or indirectly from or in connection with: (a) Contractor's breach of this Agreement; (b) Contractor's or Contractor's agents' acts or omissions outside the scope of the Services; and (c) Contractor's or Contractor's agents' negligent acts or omissions in performing the Services. Contractor also agrees to indemnify, protect, and hold the City harmless from any and all tax liabilities and responsibilities for payment of all Taxes (including, without limitation, all federal taxes, state taxes, local taxes, including, payroll taxes, and self-employment taxes), workers' compensation premiums, and any contributions imposed or required under federal, state, and local laws, with respect to Contractor. Contractor's obligations hereunder shall

include the City's cost of defense (i.e., legal fees and costs), as well as the payment of any final judgment rendered against the City. City shall protect, defend, indemnify, and hold Contractor harmless from any claims, demands, suits, damages, losses, expenses, liabilities, or causes of action arising or resulting directly or indirectly from or in connection with City's or City's agents' negligent acts or omissions in performing its obligations under this Agreement.

SECTION 16. SUCCESSORS AND ASSIGNS; NO THIRD-PARTY BENEFICIARY RIGHTS. All the provisions of this Agreement shall be binding upon and inure only to the benefit of the parties hereto and their respective heirs, successors, and assigns. No provision of this Agreement shall in any way inure to the benefit of any third-party (including the public at large) so as to constitute any such person a third-party beneficiary of this Agreement or any provision hereof, or otherwise give rise to any cause of action for any person not a party hereto. The obligations of Contractor to perform the Services under this Agreement shall not be assigned, transferred, or delegated to any other person or entity, without the prior written consent of the City.

SECTION 17. CHOICE OF LAW AND FORUM. The construction, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to its conflicts of laws principles. The parties agree that any claim, controversy, or dispute hereunder, which cannot be resolved amicably between the parties, shall be resolved by a court of competent jurisdiction in Dubuque County, Iowa and the parties hereby irrevocably accept and consent to the jurisdiction of such court; provided, however, that City may bring any action seeking injunctive relief in any court of competent jurisdiction.

SECTION 18. SECTION HEADINGS; INTERPRETATION; AND GENDER. The headings of the sections herein are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement. References herein to "this Agreement" and the words "herein", "hereof", and words of similar import refer to this Agreement in its entirety. The pronouns it, its, and itself shall refer to as herein he, she, his, her, himself, and herself where appropriate.

SECTION 19. ASSIGNMENT. Contractor shall not assign any of its rights under this Agreement or delegate the performance of any of its duties hereunder without the prior written consent of City.

SECTION 20. NOTICES. All notices, demands, consents, approvals, or other communications (collectively, the "Notices") required or permitted in connection with this Agreement shall be in writing and shall be personally delivered, mailed by registered or certified mail (postage prepaid), or delivered by overnight courier service (service fee prepaid) to the address of each party above, or to such other addresses as may be designated by each Party in writing from time to time in accordance with this Section. If such Notices are delivered personally or by overnight courier service, they shall be deemed made at the time of such delivery. If such Notices are given by mail, they shall

be deemed given five days after deposit thereof in the United States mail, addressed to the party to whom such Notices are to be given.

SECTION 21. MODIFICATION OR AMENDMENT. No amendment, change, or modification of this Agreement shall be valid unless in writing signed by the parties hereto; provided, however, that the waiver by either party hereto of compliance with any provision hereof or of any breach or default by the other party need be signed by only the party waiving any such provision, breach, or default.

SECTION 22. ENTIRE UNDERSTANDING. This Agreement constitutes the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

SECTION 23. OPPORTUNITY FOR REVIEW WITH COUNSEL. By executing this Agreement, the parties represent, acknowledge, and agree that they fully understand their rights and obligations hereunder, have had ample opportunity to consult with counsel of their choice regarding the same, have carefully read and fully understand all provisions of this Agreement, and are knowingly and voluntarily entering into this Agreement.

SECTION 24. CONSTRUCTION OF AGREEMENT. The parties agree that this Agreement and its reduction to final written form are the result of good faith negotiations between the parties; that they have carefully reviewed and examined this Agreement before executing the same; and that any statute or rule of construction regarding resolution of any ambiguity against the drafting party shall not be employed in the interpretation, construction, or enforcement of this Agreement.

SECTION 25. EXECUTED COUNTERPARTS; FACSIMILES; ELECTRONIC IMAGES. This Agreement may be executed in any number of counterparts, and all counterparts shall be considered together as one agreement. The parties hereto agree that facsimile or electronically imaged signatures shall be as effective as if originals.

SECTION 26. SEVERABILITY. If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, or unenforceable, the rest of the Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated, unless such enforcement will frustrate the purpose of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

CITY OF DUBUQUE

By: Michael C. Van Milligen, City Manager

Witness (printed name)

Witness (signature)

**HAWKS GOODMAN
& ASSOCIATES, LLC**

Teri H Goodman
By: Teri Goodman, its authorized
representative.

Anne Schreyer
Witness (printed name)

Anne Schreyer
Witness (signature)

**City of Dubuque
City Council**

ACTION ITEMS # 7.

ITEM TITLE:	Controlled Livestock Grazing Ordinance Amendment
SUMMARY:	City Clerk recommending that the City Council adopt the ordinance amendment on Controlled Livestock Grazing to provide greater flexibility in grazing timeframes and ensure consistent terminology. ORDINANCE Amending City Of Dubuque Code Of Ordinances Title 7 Police, Fire And Public Safety, Chapter 6 Animal Control, Article A Miscellaneous Provisions, Section 7-6A-2 Restrictions On Maintaining Livestock
SUGGESTED DISPOSITION:	Receive and File; Motion B; Motion A
ATTACHMENTS:	1. Staff Memo 2. Ordinance 3. Controlled Livestock Grazing Program Rules



City Clerk's Office
City Hall
50 W. 13th Street
Dubuque, IA 52001-4864
(563) 589-4100 office
(563) 589-0890 fax
ctyclerk@cityofdubuque.org
www.cityofdubuque.org

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

FROM: Adrienne N. Breitfelder, City Clerk

SUBJECT: Controlled Livestock Grazing Ordinance Amendment

DATE: December 12, 2024

The city has managed a controlled livestock grazing program since 2018. This program allows a livestock grazing business to obtain an annual permit, which authorizes livestock to temporarily graze on a designated property within city limits for a specific period. The permit is issued by the City Clerk's Office with collaboration from the Health Services Department, Planning Services Department, and City Manager's Office.

City Code Section 7-6A-2 governs controlled livestock grazing and currently states that grazing and associated enclosures are not allowed in a location for more than thirty days. City staff have determined that the time restrictions on grazing and the use of associated pens, yards, sheds, or enclosures should be removed. Recognizing that the appropriate length of grazing depends on the size of the property, the proposed amendment aims to introduce more flexibility into the program. Per the Controlled Livestock Grazing Program rules, grazing businesses must notify the City Clerk's Office at least 48 hours in advance of servicing a property, including the specific timeframe they plan to be at the location. If a business needs to extend this timeframe, they must notify city staff and obtain approval for the extension. Additionally, the ordinance replaces the term "policy" with "program" to ensure consistency in terminology throughout the code.

City staff also revised the Controlled Livestock Grazing Program rules, including notification requirements for servicing a property, livestock frequency at a property, animal care standards, and fencing requirements. A copy of the current program rules is enclosed. The city currently has one licensed controlled livestock grazing business, Goats on the Go Dubuque, which was consulted during the program revision process. Much of their input has been incorporated into the updated program, and they have been notified of the proposed ordinance.

I respectfully recommend that the City Council adopt the ordinance amendment on Controlled Livestock Grazing.

Cc: Mike Van Milligen, City Manager
Cori Burbach, Assistant City Manager

Crenna Brumwell, City Attorney
Mary Rose Corrigan, Public Health Director
McKinzie Flanagan, Animal Control Officer
Madison Hoppman, Animal Control Officer
Wally Wernimont, Planning Services Director
Travis Schrobilgen, Assistant Planner
Pam McCarron, Permit Clerk

ORDINANCE NO. _____ - 24

AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 7 POLICE, FIRE AND PUBLIC SAFETY, CHAPTER 6 ANIMAL CONTROL, ARTICLE A MISCELLANEOUS PROVISIONS, SECTION 7-6A-2 RESTRICTIONS ON MAINTAINING LIVESTOCK

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

Section 1. Section 7-6A-2 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

7-6A-2: RESTRICTIONS ON MAINTAINING LIVESTOCK:

.....

D. Controlled Livestock Grazing:

1. A controlled livestock grazing contractor may temporarily keep or maintain within the corporate limits of the City any pens, yards, sheds or enclosures wherein any grazing livestock approved by the City are temporarily kept for the limited and express purposes of controlled livestock grazing in accordance with the City's controlled livestock grazing program.
2. All such pens, yards, sheds or enclosures used for the limited and express purpose of controlled livestock grazing will be temporary and may not remain in place beyond the term of grazing approved at a particular location. Due to the temporary nature of such pens, yards, sheds, or enclosures used for the limited and express purpose of controlled livestock grazing, concrete floors will not be required for pens, yards, sheds or enclosures used to shelter and keep animals participating in controlled livestock grazing.
3. All fences used to keep or maintain livestock used for controlled livestock grazing within corporate limits must comply with the fencing regulations set forth in the City's Controlled Livestock Grazing Program.
4. Any controlled livestock grazing contractor who wishes to keep or maintain livestock within the corporate limits for controlled livestock grazing must obtain a permit from the City and comply with all terms and conditions of the City's controlled livestock grazing program.

Section 2. This ordinance shall take effect upon publication.

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

Brad Cavanagh, Mayor

Attest:

Adrienne Breitsfelder, City Clerk

EFFECT OF AMENDMENT

7-6A-2: RESTRICTIONS ON MAINTAINING LIVESTOCK:

....

D. Controlled Livestock Grazing:

1. A controlled livestock grazing contractor may temporarily keep or maintain within the corporate limits of the City any pens, yards, sheds or enclosures wherein any grazing livestock approved by the City are temporarily kept for the limited and express purposes of controlled livestock grazing in accordance with the City's controlled livestock grazing program. ~~Controlled livestock grazing within the corporate limits will not be allowed in any one location for more than thirty (30) consecutive days.~~

2. All such pens, yards, sheds or enclosures used for the limited and express purpose of controlled livestock grazing will be temporary and may not remain in place ~~beyond the term of grazing approved at a particular location more than thirty (30) consecutive days.~~ Due to the temporary nature of such pens, yards, sheds, or enclosures used for the limited and express purpose of controlled livestock grazing, concrete floors will not be required for pens, yards, sheds or enclosures used to shelter and keep animals participating in controlled livestock grazing.

3. All fences used to keep or maintain livestock used for controlled livestock grazing within corporate limits must comply with the fencing regulations set forth in the City's Controlled Livestock Grazing ~~P~~rogram~~olicy.~~

4. Any controlled livestock grazing contractor who wishes to keep or maintain livestock within the corporate limits for controlled livestock grazing must obtain a permit from the City and comply with all terms and conditions of the City's controlled livestock grazing program.

City of Dubuque Controlled Livestock Grazing Program

The City of Dubuque's Controlled Livestock Grazing Program governs the use of goats and sheep for a limited duration to clear vegetation from land. This targeted grazing is becoming increasingly useful as an environmentally-sensitive alternative to chemical herbicides and mechanical methods of clearing land, especially in areas with difficult geography, or where invasive species have become an issue.

The City of Dubuque Code of Ordinances prohibits owning or keeping livestock within the City of Dubuque. The Controlled Livestock Grazing Program is a limited exception that allows sheep and goats to remain in the City on a temporary basis on designated properties for the sole purpose of clearing vegetation on land, provided that the contractor obtains the proper permitting and other requirements of the Controlled Livestock Grazing Program.

How does controlled livestock grazing work?

Controlled livestock grazing is allowed within the City of Dubuque on designated areas of a property to manage appropriate areas of natural vegetation. Controlled livestock grazing must comply with City of Dubuque Code of Ordinances section 7-6A-2 and any other applicable local, state or federal laws and the rules of the program as stated in this document.

Goats and sheep eat undesirable and desirable vegetation. Generally, goat or sheep grazing is recommended on sites where the entire area being served is dominated by invasive species, or where the geography of the property makes other means of vegetative management prohibitive. However, grazing is permitted on sites where the entire area being served is dominated by native species or grass. The property owner and Contractor (owner of the animals) must ensure that the animals do not eat protected vegetation and are properly confined and cared for at all times.

Is a permit required?

Yes. A Controlled Livestock Grazing permit must be obtained from the City Clerk's Office prior to introducing livestock to a property to complete a controlled grazing program. The permit application must be submitted by the Contractor. The cost of the permit, which is valid for one calendar year, is \$300. The permit authorizes the Contractor to conduct a controlled grazing program within city limits for the duration of the permit timeframe.

After the permit is granted, the Contractor must notify the City Clerk's Office each time they intend to service a property within city limits. The notice must be submitted at least 48 hours prior to beginning work at that property and include the following:

1. Property address.
2. Property owner name and contact information.
3. Estimated timeframe that the livestock will be servicing the property and the temporary structures will be present on the property.
4. A map which notes where the livestock will be working.
5. The type of temporary fence that will be used at the site (non-electric, electric, or virtual).

The City Clerk's Office will inform the Contractor if the proposed site location is approved, denied, or requires amendment.

If the contractor needs to extend the timeframe that the livestock and temporary fencing or other structures will remain at a property, then they must notify the City Clerk's Office as soon as possible and receive approval to extend the timeframe.

How often can controlled livestock grazing be utilized on a property?

City staff approve specific grazing timeframes at each location. Livestock are not allowed to remain on any site indefinitely. Livestock may graze in a designated area of a property, then rotate to another section of the property, as long as the Contractor follows proper notification procedures. Livestock may return to a site at various times throughout the year. The city will determine any restrictions on site returns and rotations.

What animals can be used for controlled grazing within the City?

Only goats and sheep may be used for controlled grazing within city limits. Only females and castrated males may be used. The appropriate number of animals should be determined by the Contractor based on the area being serviced.

What property may this program be used on?

Controlled livestock grazing may be used to manage vegetation on specific public or private property in city limits when a permit is obtained by the contractor. All applicable sections of the City of Dubuque Code of Ordinances and the Controlled Livestock Grazing Program must be complied with at all times when the animals are located on the property.

What insurance and bond requirements must be met for controlled livestock grazing?

Insurance requirements for Controlled Livestock Grazing will be negotiated and determined by the Contractor and the owner of the property on which the livestock will graze. The City will not obtain, require, or provide insurance on behalf of any Controlled Livestock Grazing Contractors or owners of property upon which controlled livestock grazing occurs.

However, if the livestock will graze areas within the public right of way, defined as streets, sidewalks, alleys, and spaces that host public utilities, the Contractor must obtain from

the City a Right-of-Way permit to work within the public right of way and comply with all requirements, including insurance requirements contained in that permit application.

The Contractor must file a Surety Bond in the amount of five thousand dollars (\$5,000) with the City Clerk in order to provide service within city limits.

How do I properly care for the animals while they are grazing?

All controlled grazing must be carried out in accordance with best animal husbandry practices and all state and local laws related to animal care. All animals must be healthy, well-nourished, properly hydrated, and managed to minimize internal and external parasites.

The Contractor or other qualified individual must visit the animals at least once every 24 hours to ensure the animals are appropriately confined, hydrated, fed, sheltered, and completing the desired task.

How should the animals be contained while on my property?

City of Dubuque Code of Ordinances sets forth fencing regulations within City limits. Temporary exemptions exist for permit holders of the Controlled Livestock Grazing Program. Contractors have three options for fences:

1. Temporary Non-Electric Fence

These fences must be at least 3 feet in height and should be checked regularly. Gaps in fences must be small enough so that animals may not escape the property or become stuck.

2. Temporary Electric Fence

These fences must be at least 3 feet in height and should be checked regularly. Gaps in fences must be small enough so that animals may not escape the property or become stuck.

3. Virtual Fence

The contractor must have access to either a non-electric or electric fence as a backup and is required to install it promptly in the event of an outage.

Barbed wire fencing is allowed; however, the contractor must specify if this type of fencing will be utilized when notifying the city about servicing a property.

Signage is required for all fence types. Signage must list the Contractor business name and phone number. Signage for electric fences must also clearly indicate the presence of an electric fence. Other signage requirements will vary based on the specific grazing site and will be determined by the City upon notification of an upcoming service location.

Temporary fencing must be removed when animals are not present on the property.

Are there noise regulations?

Yes. It is important to remember to be a respectful neighbor if you choose to host controlled grazing on your property. Noise, nuisance and other City ordinances apply to controlled grazing livestock operations and may be enforced, even during permitted grazing periods.

To avoid noise and other disturbances, please remember that goats and sheep will generally remain quiet if they are content and well cared for. However, they will vocalize loudly in certain situations, such as when they are hungry, thirsty, injured, sick, or feel threatened. Proper care for animals can minimize noise disturbances

How are city staff involved?

City staff reserve the right to inspect the property at any time during the period the livestock is present to ensure compliance with program regulations. Verified violations of noise, nuisance, or other code or program violations may result in the revocation of your Controlled Livestock Grazing permit, denial of future permit applications, municipal infractions, or other consequences.

Is neighbor notification required?

Notification of neighbors prior to controlled grazing is not required, but is encouraged.

How do I obtain a controlled grazing permit?

Grazing Contractors should complete the controlled grazing permit application found at www.cityofdubuque.org/cityclerk. The permit application must be completed at least seven days prior to the desired start date of controlled grazing. The permit is valid for one year. For questions, please contact the City Clerk's Office at 563-589-4100.

**City of Dubuque
City Council**

ACTION ITEMS # 8.

ITEM TITLE:	Ordinance No. 52-24-A Correcting the Title of Ordinance No. 52-24
SUMMARY:	City Manager recommending City Council approve Ordinance 52-24-A which amends Ordinance 52-24 to correct the Ordinance title by removing property from the division of revenues in the Greater Downtown Urban Renewal Area. ORDINANCE Amending Ordinance No. 8-22, As Amended, Providing That General Property Taxes Levied And Collected Each Year On All Property Located Within The Greater Downtown Urban Renewal District Of The City Of Dubuque, County Of Dubuque, State Of Iowa, By And For The Benefit Of The State Of Iowa, City Of Dubuque, County Of Dubuque, Dubuque Community School District, And Other Taxing Districts, Be Paid To A Special Fund For Payment Of Principal And Interest On Loans, Monies Advanced To And Indebtedness, Including Bonds Issued Or To Be Issued, Incurred By Said City In Connection With The Amended And Restated Urban Renewal Plan For The Greater Downtown Urban Renewal District, To Correct The Title Of Ord. No. 52-24 By Removing Certain Property From the Division Of Revenues
SUGGESTED DISPOSITION:	Receive and File; Motion B; Motion A
ATTACHMENTS:	1. MVM Memo 2. Staff Memo 3. Ordinance 52-24-A

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

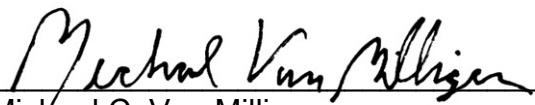
SUBJECT: Ordinance No. 52-24-A Correcting the Title of Ordinance No. 52-24

DATE: December 11, 2024

Economic Development Director Jill Connors is recommending City Council approve Ordinance 52-24-A which amends Ordinance 52-24 to correct the Ordinance title by removing property from the division of revenues in the Greater Downtown Urban Renewal Area.

City Council adopted Ordinance No. 52-24 on September 3, 2024, to remove property from the North Kerper Boulevard Subarea of the Greater Downtown Urban Renewal Area. Subsequently, the documents were forwarded to the County Auditor, where staff identified a scrivener's error in the title of the Ordinance. The previous Ordinance title stated the Area was being expanded to include the Roosevelt Street Subarea. The content of the Ordinance nor the supporting documentation associated contained this error.

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: Ordinance No. 52-24-A Correcting the Title of Ordinance No. 52-24

DATE: December 10, 2024

INTRODUCTION

This memorandum presents for your review and approval Ordinance 52-24-A which amends Ordinance 52-24 to correct the Ordinance title by removing property from the division of revenues in the Greater Downtown Urban Renewal Area.

BACKGROUND

City Council adopted Ordinance No. 52-24 on September 3, 2024 to remove property from the North Kerper Boulevard Subarea of the Greater Downtown Urban Renewal Area. Subsequently, the documents were forwarded to the County Auditor, where staff identified a scrivener's error in the title of the Ordinance. The previous Ordinance title stated the Area was being expanded to include the Roosevelt Street Subarea. The content of the Ordinance nor the supporting documentation associated contained this error.

DISCUSSION

The attached Ordinance 52-24-A is intended to have a retroactive impact to correct the scrivener's error so that the Ordinance will continue to have the same effective date and such effective date will not be changed by the corrective Ordinance.

RECOMMENDATION

I recommend that the attached Ordinance 52-24-A correcting the scrivener's error in be adopted in order to support reinvestment efforts in the Area.

ORDINANCE NO. 52-24-A

AMENDING ORDINANCE NO. 8-22, AS AMENDED, PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE GREATER DOWNTOWN URBAN RENEWAL DISTRICT OF THE CITY OF DUBUQUE, COUNTY OF DUBUQUE, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF DUBUQUE, COUNTY OF DUBUQUE, DUBUQUE COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY SAID CITY IN CONNECTION WITH THE AMENDED AND RESTATED URBAN RENEWAL PLAN FOR THE GREATER DOWNTOWN URBAN RENEWAL DISTRICT, TO CORRECT THE TITLE OF ORD. NO. 52-24 BY REMOVING CERTAIN PROPERTY FROM THE DIVISION OF REVENUES

WHEREAS, the City Council of the City of Dubuque, Iowa (the "City") has heretofore, in Ordinance No. 30-82, provided for the division of taxes within the original Downtown Dubuque Urban Renewal Project, Iowa R-15, described in Resolution No. 123-67 adopted on May 18, 1967, pursuant to Section 403.19 of the Code of Iowa; and

WHEREAS, the Urban Renewal Plan for the original Downtown Dubuque Urban Renewal Project, Iowa R-15, subsequently has been amended on numerous occasions, growing through expansion or merger with other existing urban renewal districts, resulting in Bluff Street, Cable Car, Chaplain Schmitt, East 7th Street, Ice Harbor Subarea A, Ice Harbor Subarea B, Ice Harbor Subarea C, Industrial Harbor, Kerper Boulevard, Old Main, South Bluff, South Main, South Port, Town Clock, Town Clock Expansion, Upper Main, Warehouse, Washington Street, North Kerper Boulevard, Quebecor, Harrison Street, Holy Ghost, Almond Street, North End, West Locust Street Corridor, University Avenue Corridor, Brewing & Malting, 15th Street, Lower Kaufmann, North Peru Road, Stafford Street, and Roosevelt Street Subareas being added to what is now known as the Amended and Restated Greater Downtown Urban Renewal District; and

WHEREAS, consistent with the amendments to the Urban Renewal Plan, Ordinance No. 30-82 subsequently was amended on numerous occasions to provide for the division of taxes within the Amended and Restated Greater Downtown Dubuque Urban Renewal District, most recently by Ordinance No. 52-24, creating separate base valuations for the Bluff Street, Cable Car, Chaplain Schmitt, East 7th Street, Ice Harbor Subarea A, Ice Harbor Subarea B, Ice Harbor Subarea C, Industrial Harbor, Kerper Boulevard, Old Main, South Bluff, South Main, South Port, Town Clock, Town Clock Expansion, Upper Main, Warehouse, and Washington Street, North Kerper Boulevard, Quebecor, Harrison Street, Holy Ghost, Almond Street, North End, West Locust Street

Corridor, University Avenue Corridor, Brewing & Malting, 15th Street Subarea, Lower Kaufmann, North Peru Road, Stafford Street, and Roosevelt Street Subareas; and

WHEREAS, the Urban Renewal Plan for the Greater Downtown Urban Renewal District was further amended and restated as an Amended and Restated Urban Renewal Plan, pursuant to Resolution No. 277-24 approved on September 3, 2024, for the purpose of removing property from the North Kerper Boulevard Subarea of the Greater Downtown Urban Renewal District; and

WHEREAS, indebtedness has been incurred by the City, and additional indebtedness is anticipated to be incurred in the future, to finance urban renewal project activities within the combined area known as the Greater Downtown Urban Renewal District (the "Greater Downtown Urban Renewal District"), and the continuing needs of redevelopment within the Greater Downtown Urban Renewal District are such as to require the continued application of the incremental tax resources within the expanded Greater Downtown Urban Renewal District; and

WHEREAS, the following enactment is necessary to accomplish the objectives described in the premises.

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

Ordinance No. 8-22 is hereby amended to read as follows:

Section 1: For purposes of this Ordinance, the following terms shall have the following meanings:

(a) Town Clock Subarea of the District shall include that area described as follows: Beginning at the intersection of the north right-of-way line of Ninth Street with the east right-of-way line of Central Avenue; thence south along the east right-of-way line of Central Avenue to its intersection with the south right-of-way line of Fourth Street; thence west along the south right-of-way line of Fourth Street to its intersection with the west right-of-way line of Locust Street; thence north along the west right-of-way line of Locust Street to its intersection with the north right-of-way line of Ninth Street, but also including the adjacent City Lots 623 and 624 (Dubuque Museum of Art), the Locust Street Parking Ramp between 8th and 9th Streets and the former U.S. Federal Building located on City Lots 101, 102, 139, 140, and the N 54.5' of City Lots 103 & 138, and the vacated alley between said lots; thence east along the north right-of-way line of Ninth Street to its intersection with the east right-of-way line of Central Avenue, and point of beginning, including all public rights-of-way.

(b) Town Clock Expansion Subarea shall include the following described properties: South 1/2 of City Lot 167, City Lot 168 and City Lot 168A (Iowa Inn property); and Lots 1 & 2 of City Lots 204, 205, 206, 207 and 208, N. 23' of City Lot 263, S. 28.5' of City Lot 263, N. 1/2 of City Lot 262, S. 1/2 of City Lot 262, N. 1/2 of City Lot 261 (Parking

Lot Number 1), all in the City of Dubuque, Iowa and any adjoining public right-of-way.

(c) Old Main Subarea of the District shall include that area generally bounded on the North by Fourth Street, on the West by Locust Street, on the South by the Locust Street Connector and on the East by the U.S. Highway 151/61 right-of-way, including all public rights-of-way.

(d) Upper Main Subarea of the District shall include that area generally bounded on the North by Fourteenth Street, on the West by Locust Street but including City Lots 658A, 659, 660, and the balance of City Lots 658 (Carnegie-Stout Public Library), on the South by the northerly boundary of the Town Clock Subarea and on the East by Central Avenue, and including all public rights-of-way.

(e) Ice Harbor Subarea A of the District shall include that area generally bounded on the north by the public alley located between the vacated Fourth Street and Third Street, on the west by the Chicago, Central and Pacific Railroad right-of-way, on the south by East First Street and on the east by the municipal limits of the City of Dubuque, Iowa and including any adjoining public right-of-way.

(f) Ice Harbor Subarea B of the District shall include that area generally bounded on the north and west by the Chicago, Central and Pacific Railroad right-of-way, on the south by the northerly boundary of Subarea A and on the east by the municipal limits of the City of Dubuque including any adjoining public right-of-way.

(g) Ice Harbor Subarea C of the District shall include Lot 1-2 and Lot 2-2 of Adams Company's 4th Addition, and all that part of Lot 2-1 of Adams Company's 4th Addition lying west of the northerly extension of the westerly line of the Balance of Lot 3 of Adams Company's 2nd Addition, in the City of Dubuque, Iowa including any adjoining public right-of-way.

(h) Warehouse Subarea of the District shall include that area generally bounded by the following description: Commencing as a point of reference at the intersection of the centerlines of 11th Street and Central Avenue in the City of Dubuque, Dubuque County, Iowa, said point being the point of beginning; Thence northeasterly along the centerline of 11th Street to a point of intersection with the centerline of White Street; Thence northwesterly along the centerline of White Street to a point of intersection with the centerline of 12th Street; Thence northeasterly along the centerline of 12th Street and extension thereof to a point of intersection with the centerline of US Highways 151 and 61; Thence southwesterly along the centerline of US Highways 151 and 61 to a point of intersection with the centerline of 4th Street extended; Thence southwesterly along the centerline of 4th Street and extension thereof to a point of intersection with the centerline of Central Avenue; Thence northwesterly along the centerline of Central Avenue to a point of intersection with the centerline of 9th Street; Thence southwesterly along the centerline of 9th Street to a point of intersection with the westerly line of City Lot 259 extended southerly; Thence northwesterly along the westerly line of City Lot 259, and Lots 1 and 2 of the Subdivision of the South ½ of City Lot 261 and City Lot 260 to the southwest corner

of the N ½ of City Lot 261; Thence northeasterly along the southerly line of the N ½ of City Lot 261 and extension thereof to a point of intersection with the centerline of Central Avenue; Thence northwesterly along the centerline of Central Avenue to a point of intersection of 11th Street also being point of beginning.

(i) South Main Subarea of the District shall include that area generally bounded by the following description: Commencing as a point of reference at a point of intersection of the centerline of Locust Street with the Locust Street Connector in the City of Dubuque, Dubuque County, Iowa, said point being the point of beginning; Thence northeasterly along the centerline of the Locust Street Connector to a point of intersection with the centerline of US Highways 52, 61, and 151; Thence southeasterly along the centerline of US Highways 52, 61, and 151 to a point of intersection with the centerline of the eastern section of Jones Street extended southwestly; Thence southwestly along said extension of the centerline of the eastern section of Jones Street to a point of intersection with the centerline of Main Street; Thence northwesterly along the centerline of Main Street to a point of intersection with the centerline of Jones Street; Thence northwesterly along the centerline of Jones Street to a point of intersection with the easterly line of Lot 2D of vacated Shields Street extended northerly; Thence southeasterly along the easterly line of Lot 2D of vacated Shields Street to the southeasterly corner of said Lot 2D; Thence southwestly along the southerly lines of Lot A and Lot 2D of vacated Shields Street and Lot 1 of 2 of City Lot 543 extended westerly to a point of intersection with the centerline of Locust Street; Thence northeasterly along the centerline of Locust Street to a point of intersection with the centerline of the Second Street Connector, also being the point of beginning.

(j) South Port Subarea of the District shall include that area generally bounded by the following description: Beginning at a point of reference at the northwest corner of Lot 2 of AA Cooper Wagon Works Block in the City of Dubuque, Dubuque County Iowa, said point being on the southerly right of way line of East First Street; Thence southeasterly along the southerly right of line of East First Street and extension thereof to the municipal limits of the City of Dubuque; Thence southerly along said municipal limits to a point of intersection with the southern right of way line of Railroad Ave. extended easterly; Thence southwestly along said right of way line extension there to the southeast corner of Lot A, Block 15 Dubuque Harbor Company's Addition; Thence northwesterly along the easterly line of said Lot A to the northerly right of way line of Railroad Ave., and south line of lot 1 of 5 of Block 27 Dubuque Harbor Company's Addition; Thence northwesterly along the westerly lines of lots 1 of 5, 1 of 4, 1 of 3, 1 of 2 and 1 of 1 of said Block 27 to the south line of lot 4A of said Block 17; Thence westerly to the easterly right of way line of vacated Water Street; Thence northwesterly along said easterly line to the southwestly corner of lot 2 of said Block 17; Thence westerly along the extension of the southerly line of said Lot 2 to the westerly line of Vacated Water Street; Thence northerly along said westerly right of way line to the southerly corner of Lot 2 of Block 18 of Dubuque Harbor Company's Addition; Thence northwesterly along the westerly line of said Lot 2 to a point of intersection with the southerly right of way line of vacated Charter St; Thence southwestly along said right of way line and extension thereof the centerline of South Main Street; Thence northwesterly along said centerline

to the northerly line of Lot 5, Block 13 Dubuque Harbor Company's Addition extended northeasterly; Thence southwesterly along said line to the easterly line of Lots 7 and 8 of said Block 13; Thence southeasterly along the easterly lines of said Lots 7 & 8 and extension thereof to the centerline of Charter Street; Thence southwesterly along said centerline to the centerline of Salina Street; Thence northwesterly along said centerline to the northerly line of Lot 1 of Harrison Street Place No. 4 extended northeasterly; Thence southwesterly along the northerly lines of said Lot 1 of Harrison Street Place No. 4 extended to the westerly right of way line of Harrison St.; Thence northerly along the easterly line of Lot 3 of Raymond Baumhover Subdivision to the northeast corner of said Lot 3, thence westerly along the northerly line of said Lot 3 and westerly extension thereof to the centerline of relocated South Locust St; Thence northerly along said centerline to the centerline of Dodge St; Thence easterly along said centerline of Dodge Street to a point of intersection with the westerly line of Lot E of vacated Shields Street extended southerly; Thence northerly along said westerly line to the northwest corner of said lot E; Thence easterly along the north line of said lot E and Lot 6 Block 11 of Dubuque Harbor Company's Addition and extension thereof to the centerline of Main Street; Thence southeasterly along the centerline of Main St. to the centerline of Dodge Street; Thence easterly along the centerline of Dodge St to the intersection of Highway 61/151; Thence northwesterly along said centerline to a point of intersection with the southerly right of way line of East First Street; Thence southeasterly along said right of way line to the point of beginning.

(k) Cable Car Subarea of the District shall include that area generally bounded by the following description: Commencing as a point of reference at the intersection of the centerlines of Second Street and Locust Street in the City of Dubuque, Dubuque County, Iowa, said point being the point of beginning; Thence southeasterly along the centerline of Locust Street to a point of intersection with the centerline of First Street; Thence southwesterly along the centerline of First Street to a point of intersection with the centerline of Bluff Street; Thence northwesterly along the centerline of Bluff Street to a point of intersection with the centerline of Emmett Street; Thence southwesterly along the centerline of Emmett Street to a point of intersection with the centerline of St. Mary's Street; Thence northwesterly along the centerline of St. Mary's Street and to a point of intersection with the northerly line of Cathedral Center extended southwesterly; Thence northeasterly along the northerly line of Cathedral Center to a point of intersection with the westerly right of way line of Bluff Street; Thence northwesterly along said westerly right of way line of Bluff Street and extension thereof to a point of intersection with the centerline of Third Street; Thence southwesterly along the centerline of Third Street to a point of intersection with the westerly line of Lot 1 of the East 78 ft. of the South 100 ft. of Lot 4 of City Lot 692 extended southerly; Thence northwesterly along said westerly line to a point of intersection with the southerly line of Fenelon Point Subdivision; Thence northeasterly along said southerly line to a point of intersection with the westerly line of Lot 2 of 2 of City Lot 692; Thence northwesterly along said westerly line and westerly line of Lot 1 of 2 of City Lot 692 to a point of intersection with the southerly right of way line of W. Fourth Street; Thence northeasterly across W. Fourth Street to the southwest corner of Lot 1 of Evan's Place, said point also being on the northerly right of way line of W. Fourth Street; Thence northwesterly along the west line of said Lot 1 to the southeast

corner of Lot 34 of Cooper Heights Addition; Thence continuing northwesterly along the easterly line of Lots 34, 35, 36 and 37 of Cooper Heights Addition to a point of intersection with the southerly right of way line of W. Fifth Street; Thence northeasterly to a point of intersection in the centerline of W. Fifth Street approximately 270 feet southwesterly of the centerline of Bluff Street; Thence northwesterly along the centerline of W. Fifth Street to a point of intersection with the southerly line of Coriell's Dubuque also being the northerly right of way line of W. Fifth Street; Thence northeasterly along said right of way line of W. Fifth St. to the southwest corner of Lot 1 of City Lot 690; Thence northwesterly along the westerly line of said Lot 1 to the northwest corner of said Lot 1; Thence northeasterly along the northerly line of said Lot 1 to the northeast corner of said Lot 1; Thence southeasterly along the easterly line of said Lot 1 to a point of intersection with the northerly line of the south 62.5 ft. of the north 64 ft. of City lot 617; Thence northeasterly along said northerly line and extension thereof to a point of intersection with the centerline of Bluff Street; Thence southeasterly along the centerline of Bluff Street to a point of intersection with the northerly line of the south 10 ft. of City Lot 138 extended southwesterly; Thence northeasterly along said northerly line and northerly line of the south 10 ft. of the south 34.6 ft. of City Lot 103 and extension thereof to a point of intersection with the centerline of Locust Street; Thence southeasterly along the centerline of Locust Street to a point of intersection with the centerline of Second Street, said point being the point of beginning.

(I) Bluff Street Subarea of the District shall include that area generally bounded by the following description: Commencing as a point of reference at the intersection of the centerlines of W. Sixth Street and Bluff Street in the City of Dubuque, Dubuque County, Iowa, said point being the point of beginning; thence southeasterly along the centerline of Bluff Street to a point of intersection with the northerly line of the south 62.5 ft. of the north 64 ft. of City Lot 617 extended southeasterly; thence southwesterly along said northerly line to the easterly line of Lot 1 of City Lot 690; thence northwesterly along the easterly line of said Lot 1 to the northeast corner of said Lot 1; thence southwesterly along the northerly line of said Lot 1 to the northwest corner of said Lot 1; thence southeasterly along the westerly line of said Lot 1 to a point of intersection with northerly right of way line of W. Fifth Street; thence southwesterly along said right of way line of W. Fifth St. to the southeast corner of the South 73' of Lot 13 of Coriell's Dubuque; thence northwesterly 73' along the easterly line of said South 73' of Lot 13 of Coriell's Dubuque to the northeast corner of the South 73' of Lot 13 of Coriell's Dubuque; thence southwesterly along the northerly line of said South 73' of Lot 13 of Coriell's Dubuque to a point of intersection with westerly line of Lot 13 of Coriell's Dubuque; thence northwesterly along said westerly line of Lot 13 to a point of intersection with the southerly line of Lot 33 of Coriell's Dubuque; thence northeasterly along said southerly line of Lot 33 to a point of intersection with the westerly line of Lot 14 of Coriell's Dubuque; thence northwesterly along said westerly line of said Lot 14 to a point of intersection with the southerly line of Lot 34 of Coriell's Dubuque; thence northeasterly along said southerly line of Lot 34 to the easterly line of Coriell's Dubuque; thence northwesterly along said easterly line Lots 34, 35, 36, 37, 38, and 44 of Coriell's Dubuque to the northwest corner of the North 50' of Lot 1 of Lot 1 of City Lot 653; thence northeasterly along the northerly line of said North 50' of Lot 1 of Lot 1 of City Lot 653 to the southeast corner of Lot 1 of

McKinlay's Subdivision; thence northwesterly along said easterly line of said Lot 1 and extension thereof to a point of intersection with the centerline of West Eighth Street; thence northwesterly along said centerline of West Eighth Street to a point of intersection with the westerly line of Lot 1 of the Subd'n. of City Lot 688 and part of City Lot 654 extended southerly; thence northwesterly along said westerly line of Lot 1 and extension thereof northerly to a point of intersection with the centerline of West Ninth Street; thence southwesterly along the centerline of West Ninth Street to a point of intersection with the southerly extension of the westerly line of Lot 2 of Lot 12 of Central Addition; thence northwesterly along said westerly right of Lot 2 of Lot 12 to the northwest corner of said Lot; thence northeasterly along the northerly line of said Lot 2 of Lot 12 to the northeast corner of said Lot; thence southeasterly along said easterly line of said Lot 2 of Lot 12 to the southwest corner of Lot 1 of Lot 11 of Central Addition; thence northeasterly along the southerly line of Lot 1 of Lot 11 and Lot 1 of Lot 10 of Central Addition to a point of intersection with the westerly line of Lot 1 of Lot 9 of Central Addition; thence northwesterly along said westerly line of Lot 1 of Lot 9 to a point of intersection with the southerly right of way line of a public alley in Central Addition; thence northeasterly along said southerly line to a point of intersection with the westerly line of Lot 1 of 1 of 10 of Lorimer's Subdivision; thence northwesterly along said westerly line of said Lot 1 of 1 of 10 to the northerly line of Lorimer's Subdivision; thence northeasterly along the northerly line of Lorimer's Subdivision to the southeast corner of a public alley between Corkery's Subdivision and City Lot 655; thence northwesterly along the easterly right of way line of said alley to a point of intersection with West Eleventh Street; thence southwesterly along centerline of West Eleventh Street to a point of intersection with the centerline of Grove Terrace; thence northwesterly along centerline of Grove Terrace to a point of intersection with the northerly right of way line of Arlington Street; thence northeasterly along the northerly right of way line of Arlington Street to the southeast corner of City Lot 769B; thence northwesterly along the easterly line of said City Lot 769B to a point of intersection with the southerly line of Lot 3 of Brown's Subdivision; thence southwesterly along the southerly line of said Lot 3 to the southwest corner of said lot; thence northwesterly along the westerly line of said Lot 3 and extension thereof to a point of intersection with the centerline of Loras Boulevard; thence northeasterly along said centerline to a point of intersection with the centerline of Locust Street; thence southeasterly along the centerline of Locust Street to a point of intersection with the centerline of W. Eleventh Street; thence southwesterly along the centerline of W. Eleventh Street to a point of intersection with the centerline of Bluff Street; thence southeasterly along the centerline of Bluff Street to a point of intersection with the extension of the southerly line of City Lot 658A; thence northeasterly along the southerly line of City Lot 658A extended and the southerly line of City Lot 658, except the southerly one foot thereof, extended to a point of intersection with the centerline of Locust Street; thence southeasterly along the centerline of Locust Street to a point of intersection with the centerline of West Ninth Street; thence southwesterly along the centerline of West Ninth Street to a point of intersection with the centerline of Bluff Street; thence southeasterly along the centerline of Bluff Street to a point of intersection with the centerline of West Eighth Street; thence northeasterly along the centerline of West Eighth Street to a point of intersection with the centerline of Locust Street; thence southeasterly along the centerline of Locust Street to a point of intersection with the northerly line of City Lot 624 extended northeasterly; thence southwesterly along

the northerly line of City Lot 624 extended southeasterly to the centerline of a public alley; thence southeasterly along the centerline of a public alley to a point of intersection with the centerline of W. Seventh Street; thence northeasterly along the centerline of W. Seventh Street to a point of intersection with Locust Street; thence southeasterly along the centerline of Locust Street to a point of intersection with West Sixth Street; thence southwesterly along the centerline of West Sixth Street to a point of intersection with Bluff Street said point being the point of beginning.

(m) South Bluff Street Subarea of the district shall include that area generally bounded by the following description: Commencing as a point of reference at the intersection of the centerlines of Emmett Street and Bluff Street in the City of Dubuque, Dubuque County, Iowa, said point being the point of beginning; thence southeasterly along the centerline of Bluff Street to a point of intersection with the centerline W. First Street; thence southwesterly along the centerline W. First Street to the centerline of Bluff Street; thence southwesterly along the centerline of Bluff Street to a point of intersection with the centerline Dodge Street; thence southwesterly along the centerline Dodge Street to a point of intersection with the easterly line of Lot 3 of City Lot 694 extended southeasterly; thence northwesterly along the easterly line of said Lot 3 of City Lot 694 and Lot 1-1 and 2-1 of City Lot 694 to the southwest corner of Lot 1-2 of City Lot 694; thence northeasterly along said southerly line of said Lot 1-2 of City Lot 694 to the southeast corner of said Lot; thence northwesterly along said easterly line of Lot 1-2 of City Lot 694 to a point of intersection with the southerly line of Lot 12 of Saint Raphael's Addition; thence northeasterly along said southerly line of said Lot 12 and extension thereof to the centerline of St. Mary's Street; thence northwesterly along the centerline of St. Mary's Street to a point of intersection with the centerline of Emmett St.; thence northeasterly along the centerline of Emmett St. to centerline of Bluff Street, said point being point of beginning.

(n) Kerper Boulevard Subarea of the district shall include the following described properties: Lot 1-2, Lot 2-2, Lot 2A, Lot 3 and Lot 6 all in Kerper Industrial Park in the City of Dubuque, Dubuque County, Iowa, also including the entire right of way of Kerper Court and the westerly portion of Kerper Boulevard right of way from the abutting Kerper Court right of way and Lot 3 of Kerper Industrial Park to the centerline of Kerper Boulevard.

(o) Washington Neighborhood Subarea of the district shall include that area generally bounded by the following description: Commencing as a point of reference at the intersection of the centerlines of Central Avenue and Loras Boulevard in the City of Dubuque, Dubuque County, Iowa, said point being the point of beginning; Thence southwesterly along the centerline of Loras Boulevard to a point of intersection with the westerly line of Lot 3 of Brown's Subdivision extended northerly; Thence northerly to the southwest corner of Lot 2-3 of City Lot 667; Thence northwesterly along the westerly line of said Lot 2-3; Thence northeasterly along the northerly line of said Lot 2-3 to a point of intersection with the southeasterly line of Lot 1-3 of City Lot 667; Thence northeasterly along the said southeasterly line to the northeast corner of said Lot 1-3; Thence southwesterly along the northerly line of said Lot 1-3 to a appoint of intersection with the

easterly right of way line of Montrose Terrace; Thence northwesterly along said the easterly right of way line to a point of intersection with the easterly right of way line of a public alley between D. N. Cooley's Subdivision and Fairview Subdivision; Thence continuing northwesterly along said the easterly alley line to a point of intersection with the southerly right of way line of W. 17th Street; Thence northwesterly crossing W. 17th St. to the most easterly corner of Lot 2-1-1-2 of City Lot 670, said point being at the point of intersection of the north right of way of W. 17th St. and westerly right of way line of W. Locust St.; Thence southwesterly along the north right of way of W. 17th St. to southeast corner of Lot 1-2-2 of City Lot 670; Thence northwesterly along the easterly lines of Lot 1-2-2 and Lot 2-2-2 of City Lot 670 to a point of intersection with the southerly right of way line of Clark St.; Thence northwesterly crossing Clark St. to the southeasterly corner of Welsh Place; Thence northwesterly along the easterly line of said Welsh Place to the northeast corner thereof; Thence southwesterly along the northerly line of said Welsh Place to a point of intersection with the easterly right of way line of a public alley along the westerly side of A. L. Bowen's Subdivision; Thence northwesterly along said easterly right of way line to a point of intersection with the southerly right of way line of Angella Street; Thence southwesterly along said southerly right of way line to the northeast corner of Lot 12 of Gilliam's Subdivision; Thence northwesterly crossing Angella St. to the most southerly corner of Lot 1 of Gilliam's Subdivision said point being on the northerly right of way line of Angella St.; Thence northwesterly along the westerly line of said Lot 1 to a point of intersection with the southerly line of Lot 2 of Alvin Haas Place; Thence southwesterly along the southerly line of Lot 1 and Lot 2 of Alvin Haas Place and the southerly line of the Westerly 40 feet of Lot 3 of Quigley's Subdivision of Out Lot 710 to the most easterly corner of Lot 24 of Quigley's Subdivision of Out Lot 710; Thence westerly along the southerly boundary of Lots 4 through Lots 15 of Quigley's Subdivision Out Lot 710 and the southerly line of Lots 9A, 10 and 11 of Quigley's Subdivision Out Lot 711 to a point of intersection with the easterly right of way line of Pierce Street; Thence northerly along said easterly right of way line and extension thereof to a point of intersection with the northerly right of way line of W. Locust Street; Thence easterly along said northerly right of way line to the easterly right of way line of Foye Street; Thence northerly along said easterly right of way line to a point of intersection with the southerly right of way line of a public alley lying between Almond and W. Locust Sts.; Thence easterly along said southerly right of way line to a point of intersection with the westerly right of way line of Ellis Street; Thence southeasterly along said westerly right of way line to a point of intersection with the northerly right of way line of W. Locust Street; Thence southeasterly crossing Ellis St. to a point of intersection with the easterly right of way line of Ellis St. at the southerly right of way line of Dorgan Place; Thence easterly along said southerly right of way line of Dorgan Place to the northeast corner of Lot 1A of Dorgan's Subdivision No. 2; Thence easterly crossing Dorgan Place to the southwest corner of Lot 5-2 of City Lot 673; Thence northerly along the westerly line of said Lot 5-2 to the northwest corner thereof; Thence easterly along the northerly line of said Lot 5-2 to a point of intersection with the westerly right of way line of Madison Street; Thence easterly crossing Madison St. to the most westerly corner of Lot A-2-1 of City Lot 674, said point being on the easterly right of way line of Madison St. Thence easterly along the northerly line of said Lot A-2-1 to a point of intersection with the easterly right of way line of Main Street; Thence northerly along said easterly right of way line to the northwest corner of

Lot 2-1 of City Lot 674; Thence easterly and continuing northeasterly along the northerly lines of Lot 2-1, Lot 2-2, Lot 2-1-3, Lot 1-2-3 all of the subdivision of City Lot 674 to a point of intersection with the westerly line of Lot 4 of City Lot 674; Thence northwesterly along said westerly line to a point of intersection with the southerly line of Lot 1-1-2 of Duncan's Subdivision; Thence northeasterly along said southerly line and southerly line of Lot 1 and Lot 2 of M. A. Rebman's Subdivision and extension thereof to a point of intersection with the easterly right of way line of Heeb Street; Thence northwesterly along said easterly right of way line to a point of intersection with the northerly right of way line of Clarke Drive; Thence northwesterly along said northerly right of way line to a point of intersection with the easterly right of way line of Heeb Street lying between Central Avenue and Shelby Street; Thence northwesterly along said easterly right of way line to a point of intersection with the southerly right of way line of Kaufmann Avenue; Thence easterly along said southerly right of way line to a point of intersection with the southerly extension of the easterly right of way line of a public alley lying between Central Ave. and Francis Street; Thence northwesterly along said easterly right of way line to a point of intersection with the southerly right of way line of W. 23rd Street; Thence southwesterly along said southerly right of way line to the northwest corner of the East One-Half of Lot 11 of Tivoli Addition; Thence northwesterly crossing W. 23rd St. to the southwesterly corner of Lot 1 of Valeria Place No. 2; Thence northwesterly along the westerly line of said Lot 1 to a point of intersection with the southerly line of Lot 2 of said Valeria Sub. No. 2; Thence southwesterly along the southerly line of said Lot 2 to the southwest corner thereof; Thence northwesterly along the westerly line of said Lot 2 to a point of intersection with the southerly line of Lot 2-1 of Valeria Place; Thence northeasterly along said southerly line to the southeasterly corner of said Lot 2-1; Thence northwesterly along the easterly line of said Lot 2-1 the northeast corner thereof, said point also being the southeasterly right of way line of Carr St.; Thence northwesterly along the easterly right of way line of Carr St. to a point of intersection with the southerly right of way line of W. 24th Street; Thence northeasterly along said southerly right of way line to a point of intersection with the southerly extension of the easterly right of way line of Division Street; Thence northwesterly along said easterly right of way line to the northwest corner of Lot 8 of Wullweber's Subdivision; Thence southwesterly along the southerly line of John King's Subdivision to the southwest corner of the West 33.98 feet of Lot 1-6 of John King's Subdivision; Thence northwesterly along the westerly line of the West 33.98 feet of Lot 1-6 of John King's Subdivision to the northwest corner thereof; Thence northeasterly along the northerly line of said West 33.98 feet to the southwest corner of Lot 1 of the East 329.98 feet of Lot 8 of John King's Subdivision; Thence northwesterly along the westerly line of said Lot 1 to a point of intersection with the southerly line of the NE1/4 of said Lot 8; Thence southwesterly along said southerly line to the southwest corner of said NE1/4 of Lot 8; Thence northwesterly along the westerly lines of the NE1/4 of Lot 8, the SE1/4 of Lot 10, the NE1/4 Lot 10 and the E1/2 of Lot 12 all in John King's Subdivision to the northwest corner of said E1/2 of Lot 12; Thence northeasterly along the northerly line of said E1/2 of Lot 12 to the southwest corner of Lot 1-1-1 of the E1/2 of Lot 14 in John King's Subdivision; Thence northwesterly along the westerly lines of Lot 1-1-1 of the E1/2 of Lot 14 John King's Subdivision to the northwest corner thereof; Thence northeasterly along the northerly line of said Lot 1-1-1 to a point of intersection with the westerly right of way line of Central Avenue; Thence northeasterly crossing Central Avenue to a point

of intersection of the easterly right of way line of Central Avenue and the northerly right of way line of E. 25th Street; Thence northeasterly along said northerly right of way line and extension thereof to a point of intersection with the easterly right of way line of Elm Street; Thence southeasterly along said easterly right of way line to a point of intersection with the northerly right of way line of E. 24th Street; Thence northeasterly along said northerly right of way line and extension thereof to a point of intersection with the easterly right of way line of Windsor Avenue; Thence southeasterly along said easterly right of way line to a point of intersection with the northerly right of way line of E. 22nd Street; Thence northeasterly along said northerly right of way line to a point of intersection with the westerly right of way line of Stafford Street; Thence northeasterly crossing Stafford Street to a point of intersection of the easterly right of way line of Stafford Street and the northerly right of way line of Thomas Place; Thence southeasterly along said easterly right of way line of Stafford Street and extension thereof to a point of intersection with the southerly right of way line of Garfield Avenue; Thence southwesterly along said southerly right of way line to a point of intersection with the centerline of Stafford Street extended southeasterly; Thence southeasterly along the centerline of Stafford Street extended to a point of intersection with the northwesterly line of Lot 2-2 of Kerper Industrial Park; Thence southwesterly along said northwesterly line of Lot 1-2 of Kerper Industrial Park to the northernmost point of Lot 1 of Kerper Industrial Park; Thence southwesterly along the westerly line of said Lot 1 to a point of intersection with the northerly right of way line of E. 16th Street; Thence southwesterly along said northerly right of way line to the easterly right of way line of Pine Street; Thence southeasterly crossing E. 16th Street along said easterly right of way of Pine St. extended to a point of intersection with the southerly right of way line of E. 16th St.; Thence southwesterly along said southerly right of way line to a point of intersection with the easterly right of way line of Elm Street; Thence southeasterly along said easterly right of way line to a point of intersection with the northerly right of way line of E. 15th Street; Thence southwesterly along said northerly right of way line to a point of intersection with the westerly right of way line of Elm Street; Thence southeasterly along said westerly right of way of Elm Street and extension thereof to a point of intersection with the centerline of E. 12th Street; Thence southwesterly along the said centerline of E. 12th Street to a point of intersection with the centerline of White Street; Thence southeasterly along said centerline of White Street to a point of intersection with the centerline of E. 11th Street; Thence southwesterly along said centerline of E. 11th Street to a point of intersection with the centerline of Central Avenue; Thence northwesterly along said centerline of Central Avenue to a point of intersection with the centerline of Loras Boulevard, said point being the point of beginning.

(p) Industrial Harbor Subarea of the district shall include that area generally bounded by the following description: Commencing as a point of reference at the intersection of the centerline of E. 12th Street and the westerly right of way of Elm Street extended southeasterly, in the City of Dubuque, Dubuque County, Iowa, said point being the point of beginning; Thence northwesterly along said westerly right of way line of Elm Street and extension thereof to a point of intersection with the northerly right of way line of E. Fifteenth Street; Thence northeasterly along said northerly right of way line to a point of intersection with the westerly right of way line of a public alley lying between Pine Street and Maple Street; Thence northwesterly along said westerly right of way line to the

northeast corner of the North 35 feet of Lot 255 in East Dubuque Addition # 2; Thence southwesterly along the northwesterly line of said Lot to a point of intersection with the easterly right of way line of Pine Street; Thence northwesterly along said easterly right of way line and extension thereof to the northerly right of way line of E. 16th Street; Thence northeasterly along said northerly right of way line to the southwest corner of Lot 1 of Kerper Industrial Park; Thence northwesterly and continuing northeasterly along the westerly line of said Lot 1 to the most northerly corner thereof; Thence southwesterly along the westerly lines of Lot 1-2 and Lot 2A of Kerper Industrial Park to the southwest corner of said Lot 2A; Thence northeasterly along the southerly line of said Lot 2A to the southeast corner thereof; Thence northwesterly along the easterly line of said Lot 2A to the southwest corner of Lot 6 of Kerper Industrial Park; Thence northeasterly along the southerly line of said Lot 6 to the southeast corner thereof; Thence northwesterly along the easterly line of said Lot 6 to the northeast corner thereof and point of intersection with the southerly right of way line of Kerper Court; Thence northeasterly along said southerly right of way line and extension thereof to a point of intersection with the centerline of Kerper Blvd; Thence northwesterly along said centerline to a point of intersection with the northerly line of Lot 3 of Kerper Industrial Park extended easterly; Thence northwesterly along said extended line to the northeast corner of said Lot 3, said point also being on the westerly right of way line of Kerper Blvd.; Thence northerly along said right of way line to a point of intersection with the northeasterly right of way line of Fengler St.; Thence southeasterly along the extension of said northeasterly right of way line crossing Kerper Blvd. to a point of intersection with the westerly line of Lot 1A of Block 7 River Front Subdivision No. 3, said point being on the easterly right of way line of Kerper Blvd.; Thence southeasterly along said easterly right of way line to a point of intersection with the northerly right of way line of E. 16th Street; Thence southeasterly crossing E. 16th Street to a point of intersection of the south right of way line of E. 16th St. and the east right of way line of Kerper Blvd.; Thence northeasterly along the southerly right of way line of E. 16th St. to a point of intersection with the westerly shore of Peosta Channel; Thence southeasterly continuing along the westerly shore of Mississippi River adjacent to the following: Kerper Blvd., River Front Subdivision No. 2, Part of Government Lot 3, Section 19, T89N, R3E, 5th P.M., Parts of Congressional Lot 8 in Section 19, T89N, R3E, 5th P.M, Dubuque Harbor Improvement Company's Addition, and River Front Subdivision No. 1, to a point of intersection with the northerly line of Ice Harbor Urban Renewal Subarea B, described as "that area generally bounded on the north and west by the Chicago, Central and Pacific Railroad right-of-way, on the south by the northerly boundary of Subarea A and on the east by the municipal limits of the City of Dubuque including any adjoining public right-of-way; Thence northwesterly and continuing southwesterly along the northerly and westerly sides of Ice Harbor Urban Renewal District Subarea B to a point of intersection with the southerly right of way line of E. 4th street; Thence southwesterly along said southerly right of way line to a point of intersection with the centerline of U.S. Highways 61/151; Thence northeasterly along said centerline to a point of intersection with the centerline of E. 12th Street; Thence southwesterly along said centerline to a point of intersection with the westerly right of way line of Elm St. extended, said point being the point of beginning; Excepting therefrom, the East 7th Street Subarea.

(q) East 7th Street Subarea of the district shall include the following described

properties: Block 13 Lot 1 of Lot 4, Lot 1 of Lot 5, Lot 1 of Lot 6, and Lots 7, 8, 9, 10, 11, 12, 13 and 14; and Block 16 Lots 1, 2, 3, 4 and 5; and Block 17 Lots A, B, C, D, E, F, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15, Lot 1 of Lot 16, Lot 1 of Lot 1 of Lot 17, Lot 2 of Lot 1 of Lot 18, Lot 2 of Lot 20, Lot 2 of Lot 21, Lot 2 of Lot 22, Lot 2 of Lot 23, Lot 2 of Lot 24, Lot 2 of Lot 25, Lot 2 of Lot 26, Lot 2 of Lot 27, Lot 3 of Lot 28, Lot 3 of Lot 29, Lot 3 of Lot 30, Lot 3 of Lot 31, Lot 3 of Lot 32, all in the Dubuque Harbor Improvement Co.'s Addition, Township 89 North, Range 3 East of the 5th P.M., Dubuque County, Iowa and any adjoining public right-of-way.

(r) Chaplain Schmitt Subarea of the district shall include the following described properties: All of that part of the City of Dubuque lying easterly of the Peosta Channel also known as Chaplain Schmitt Island and the area lying east of the easterly right of way line of Kerper Boulevard between the centerline of U.S. Highway 61/151 and the southerly right of way line of E. 16th Street in Sections 17, 18, 19 and 20, T89N, R3E, 5th P.M. in the City of Dubuque, Dubuque County, Iowa.

(s) North Kerper Boulevard Subarea of the district shall include that area generally bounded by the following description: Commencing as a point of reference at the point of intersection of the centerline of U.S. Highways 61 and 151 with the easterly right of way line of Kerper Boulevard in the City of Dubuque, Dubuque County, Iowa, said point being the point of beginning; Thence northwesterly along the easterly right of way line of Kerper Boulevard to a point of intersection with the northeasterly right of way line of Fengler Street extended; Thence northwesterly along said line crossing Kerper Boulevard right of way to the southerly most corner of Lot 1, Block 19 River Front Subdivision No. 3; Thence southeasterly crossing Fengler Street right of way to the northeast corner of Lot 3 of River Front Subdivision No. 4, said point being a point of intersection of the southwesterly right of way line of Fengler Street with the westerly right of way line of Kerper Boulevard; Thence continuing southeasterly along said westerly right of way line of Kerper Boulevard to the northeast corner of Lot 3 of Kerper Industrial Park; Thence westerly and northwesterly along to north line of said Lot 3 to a point of intersection with the westerly line of Kerper Industrial Park; Thence northeasterly along said westerly line to the northwest corner of Kerper Industrial Park; Thence southeasterly along the northerly line of Kerper Industrial Park to the southwest corner of Lot 1 of Lot 2 of Lot 20 of Jaeger's Subdivision, said point being on the southeasterly right of way line of Peosta Street; Thence northeasterly along said right of way line to a point of intersection with the southerly line of Lot 2 of Giese Subdivision; Thence southwesterly along said southerly line to the southeast corner of Lot 2 of 19 of Jaeger's Subdivision; Thence northeasterly along the easterly line of said Lot 2 of 19 to the northeast corner of said Lot 2 of 19, said point also being on the westerly boundary of Block 19 of River Front Subdivision No. 3; Thence northeasterly along said westerly boundary to the northwest corner of Block 18, River Front Subdivision No. 3; Thence continuing northeasterly along the westerly boundary of Block 18 and Block 17 of River Front Subdivision No. 3 to a point of intersection with the southwesterly corner of Lot 1 of part of Lot 8 in McCraney's First Addition; Thence continuing northeasterly along the westerly lines of Lot 1 of part of Lot 8, Lot 1 of part of Lot 7, Lot 1 of Lot 2 of part of Lot 6, Lot 1 of part of Lot 6, Lot 1 of part of Lot 5, Lot 1 of part of Lot 4, Lot 1 of part of Lot 3, Lot 1 of part of Lot 2, the East 25

feet of part of vacated Marshall St., and Lot 2 of Lot 2 of Lot 1 all in McCraney's First Addition to the southwest corner of Lot 1 of Lot 2 of part of Lot 115 in Ham's Addition; Thence northeasterly along the westerly lines of Lot 1 of Lot 2 of part of Lot 115 and Lot 1 of part of Lot 114 all in Ham's Addition to the most westerly corner of Lot 1 of Bradley Place; Thence northeasterly along the westerly lines of Lot 1 and Lot 2 of Bradley Place to the most westerly corner of Lot 1 Block 15 of River Front Subdivision No. 3; Thence northeasterly along the northwesterly line of said Lot 1 Block 15 and continuing along the northwesterly line of Lot 2 of said Block 15 to the most westerly corner of Lot 2 of In-Futuro Subdivision No. 1; Thence continuing northeasterly along the northwesterly line of In-Futuro Subdivision No. 1 and continuing along the northwesterly line of Lots 1 and 2 of Reidl Place to the southwest corner of Lot 1 of Block 14 of River Front Subdivision No. 3; Thence northeasterly along the northwesterly line of said Block 14 to the most westerly corner of Block 13 of River Front Subdivision No. 3; Thence continuing northeasterly along the northwesterly line of Blocks 13, 12, 11, 10 and 9 to the northerly most corner of Lot 1 Block 9 River Front Subdivision No. 3; Thence continuing northeasterly along the northwesterly line of Lot 2 and Lot 2A, Block 9 River Front Subdivision No. 3 to the northerly most corner of said Lot 2A; Thence southeasterly along the northeasterly line of said Lot 2A to the northeast corner of said lot; Thence southwesterly along the southeasterly line of said Lot 2A to the most westerly corner of Lot 178 of Ham's Addition; Thence southeasterly along the southwesterly lines of Lots 178 and 59 of Ham's Addition to the southerly most corner of said Lot 59, said point also being the point of intersection of the northeasterly right of way line of Farragut Street with the northwesterly right of way line of Kerper Boulevard; Thence northeasterly along said Kerper Boulevard right of way line and extension thereof to a point of intersection with the northeasterly right of way line of Hawthorne Street; Thence southeasterly along the northeasterly and easterly right of way line of Hawthorne Street and Hawthorne Street Extension to a point of intersection with the southwesterly right of way line of Lake Street; Thence southwesterly and northwesterly along said right of way line of Lake Street to a point of intersection with the southerly right of way line of Harbor Street; Thence southwesterly along said Harbor Street right of way line to the northeast corner of Lot 1 Block 4 River Front Subdivision No. 3; Thence southeasterly along the northeasterly line of said Lot 1 and continuing along the northeasterly line of Lot 1 Block 3 of River Front Subdivision No. 3 to the most easterly corner thereof; Thence southwesterly along the southeasterly line of said Lot 1 Block 3 to the easterly most corner of Block 1 of River Front Subdivision No. 5; Thence southwesterly along the southeasterly line of said Block 1 River Front Subdivision No. 5 to the northerly right of way line of Hamilton Street Extension; Thence southwesterly crossing Hamilton Street Extension right of way to the easterly most corner of Lot 2 of 3 of 1 Block 5 River Front Subdivision No. 3; Thence continuing southwesterly along the original easterly boundary line of Blocks 5, 6 and 7 of River Front Subdivision No. 3, to the southerly most corner of Lot 2 of said Block 7, said point being the northeast corner of Lake Peosta Subdivision; Thence southerly along the easterly line of Lake Peosta Subdivision to a point of intersection with the centerline of U.S. Highways 61 and 151; Thence southwesterly along said centerline to a point of intersection with the easterly right of way line of Kerper Boulevard, said point of being the point of beginning; Excepting therefrom the Quebecor Economic Development District described as Lot 1 of McGraw-Hill, Key City Plating Replat in the City of Dubuque, Dubuque County, Iowa, and any

adjoining public rights of way.

Excluding therefrom the following described properties:

Lots 6, 7, 8, and 9 in Block 1 of "River Front Subdivision No. 5" in the City of Dubuque, Iowa; and

Lot 2 of Subdivision of Lot 1 of Lot 1 of Lot 1 in Block 1 of "Riverfront Subdivision No. 5", in the City of Dubuque, Iowa; and

Lot 2 of Subdivision of Lot 1 of Lot 1 in Block 1 of "Riverfront Subdivision No. 5", in the City of Dubuque, Iowa; and

Lot 2 of Subdivision of Lot 1 in Block 1 of "Riverfront Subdivision No. 5", in the City of Dubuque, Iowa; and

Lot 5, in Block 1, in "River Front Subdivision No. 5" in the City of Dubuque, Iowa; and

Lot 1-2 of Block 2 in River Front Subdivision No. 3, in the City of Dubuque, Iowa.

(t) Quebecor Subarea of the district shall include the following described properties: Lot 1 of McGraw-Hill, Key City Plating Replat in the City of Dubuque, Dubuque County, Iowa, and any adjoining public rights of way.

(u) Harrison Street Subarea of the district shall include the following described properties: Lot 1 and Lot 2 of Harrison Street Place No. 2, Lot 1 and Lot 2 of Harrison Street Place No. 4, and Lot 1 of Harrison Street Place No. 5 all in the City of Dubuque, Dubuque County, Iowa and any adjoining public rights of way.

(v) Holy Ghost Subarea of the district shall include the following described properties: Lot 1 of 1 and 2 of 1 of Paragon Square in the City of Dubuque, Dubuque County, Iowa; and also including the public right of way of Central Avenue abutting thereto; and

Lot 1, Lot 2, Lot 1 of 3, Lot 2 of 3, and Lot 4 all of "Dunn's Subdivision"; and Lot 2 of Lot 1 of Lot 2 of Lot 1 of Lot 18 of "John King's Dubuque"; in the City of Dubuque, Iowa; and

A part of Central Avenue right of way described as follows:

Commencing at the southeasterly corner of Lot 2-1 of Paragon Square; thence southeasterly along the westerly right of way line of Central Avenue a distance of approximately 2,655 feet to the northeasterly corner of Lot 1 of Lot 1 of Lot 1 of the East Half of Lot 14 in John King's Dubuque; thence northeasterly crossing Central Avenue to a point of intersection with the easterly right of way line of Central Avenue and the northerly right of way line of East 25th Street; thence northwesterly

along the easterly right of way line of Central Avenue approximately 2,673 feet to a point of intersection with said easterly right of way line and the easterly extension of the south line of Lot 2-1 of Paragon Square; thence southwesterly crossing Central Avenue to the Point of Beginning.

(w) Almond Street Subarea of the district shall include the following described properties: Commencing at the intersection of the easterly right of way of Foye Street and the southerly right of way line of the public alley lying between Almond Street and West Locust Street; thence easterly along said southerly right of way line to a point of intersection with the westerly right of way line of Ellis Street; thence northwesterly along said westerly right of way line to the northeast corner of Lot 53 in Cox's Addition; thence northerly along the east line of that part of the vacated alley adjacent to Lots 53 and 54 in Cox's Addition approximately 20 feet to the northeasterly corner thereof; thence westerly along the north line of said vacated alley adjacent to said Lots 53 and 54 approximately 78 feet to the northwest corner thereof; thence southerly along the west line of said vacated alley adjacent to said Lots 53 and 54 approximately 20 feet to the southwest corner thereof and the northeasterly corner of Lot 55 in Cox's addition; thence easterly along the north line of Lots 55 thru 66 in Cox's addition to the northwest corner of Lot 66 in Cox's Addition; thence southerly along the west line of said Lot 66 to a point of intersection with the northerly line of Lot 11 in Buettel's Subdivision; thence west along the north line of Lot 11, Lot 2-10 and Lot 1-10 of Buettel's Subdivision to a point of intersection with the easterly right of way line of Foye Street; thence southerly along said easterly right of way line to the Point of Beginning.

(x) North End Subarea of the district shall include the following described properties:

Beginning at the intersection of the easterly right of way line of Elm Street and the northerly right of way line of East 25th Street; thence northerly along the easterly right of way line of Elm Street to the southerly right of way line of East 26th Street; thence northerly across the East 26th Street right of way to the southwest corner of Lot 283 of Glendale Addition No. 3; thence northwesterly along the westerly lines of Lots 283 to 294, inclusive, of Glendale Addition No. 3 to the southerly right of way line of East 27th Street; thence northerly across the East 27th Street right of way to the southwest corner of Lot 210 of Glendale Addition; thence northwesterly along the westerly lines of Lots 210 to 221, inclusive, of Glendale Addition to the southerly right of way of East 28th Street; thence northerly across the East 28th Street right of way to the southwest corner of Lot 134 of Glendale Addition No. 2; thence northwesterly along the westerly lines of Lots 134 to 140, inclusive, of Glendale Addition No. 2, and Lots 1, 2, and 3 of Glendale Addition No. 4, and Lot 145 Glendale Addition No. 2 to the southerly right of way line of East 29th Street; thence northerly across the East 29th Street right of way to the southwest corner of Lot 61 of Glendale Addition; thence northwesterly along the westerly lines of Lots 61 to 72, inclusive, of Glendale Addition to the southerly right of way line of East 30th Street; thence northerly across the East 30th Street right of way to the to the southeast corner of a Part of Lot 8 of Mineral Lot 322 as shown

on the Final Plat of Liebe's Subdivision No. 3, also being a point on the westerly line of Lot 1-2-1 of Becker Place, also being a point on the northerly right of way of East 30th Street; thence southwesterly along the northerly right of way of East 30th Street to a point on the easterly right of way of Central Avenue; thence southeasterly along the easterly right of way line of Central Avenue to the northerly line of East 25th Street; thence northeasterly along the northerly line of East 25th Street to the point of beginning; and

Beginning at the intersection of the northerly right of way line of Diagonal Street and the westerly right of way line of Central Avenue; thence southerly along the westerly right of way line of Central Avenue to the northeast corner of Lot 1 of Lot 1 of Lot 1 of the East Half of Lot 14 in John King's Dubuque; thence southwesterly along the northerly line of said Lot 1 of Lot 1 of Lot 1 of the East Half of Lot 14 of John King's Dubuque to the northwest corner thereof, thence southeasterly along the west line of said Lot 1 of Lot 1 of Lot 1 of the East Half of Lot 14 of John King's Dubuque to the southwest corner thereof; thence southwesterly along the southerly line of the East Half of John King's Dubuque to the southwest corner thereof; thence southeasterly along the east lines of the West Half of Lots 12, 10, and Northwest Quarter of 8 of John King's Dubuque to the southeast corner of the Northwest Quarter of Lot 8 of John King's Dubuque; thence northeasterly along the northerly line of Lot 2 of the East 329.98' of the Southwest Half of Lot 8 of John King's Dubuque to the northeast corner of said lot; thence southeasterly along the easterly line of said lot to the southeast corner of said lot; thence southwesterly along the southerly line of said lot to the northeast corner of Lot 2 of Lot 6 of John King's Dubuque; thence southeasterly along the easterly lines of Lot 2 of Lot 6 and Lot 3 of Lot 6 of John King's Dubuque to the southeast corner of said Lot 3 of Lot 6; thence northeasterly along the southerly line of the Lot 6 of John King's Dubuque to the easterly right of way line of Division Street; thence southeasterly along the easterly line of Division Street and its southerly extension to the southerly right of way line of West 24th Street; thence southwesterly along the southerly right of way line of West 24th Street to the easterly right of way line of Carr Street; thence southeasterly along the easterly right of way line of Carr Street to the easterly extension of the north line of Lot 2 of Brewery Addition; thence southwesterly along the northerly line of Lot 2 of Brewery Addition to the southeast corner of Lot 6 of Gerald Scherrer Subdivision; thence northwesterly along the easterly line of Lot 6 of Gerald Scherrer Subdivision to the northeast corner of Lot 6 of Gerald Scherrer Subdivision and a point on the westerly right of way line of Broadway Street; thence northwesterly along the westerly right of way line of Broadway Street to the westerly extension of the northerly right of way line of Diagonal Street; thence southeasterly along said right of way and extension to the point of beginning; and

Lot 1-239 of Davis Farm Addition and Lot 1-1-5 of Kiene & Altman's Subdivision; and

Lots 1-4 & 2-1-5 of Kiene & Altmans Subdivision; and

Lot 1-2 And 1-3 of Kiene & Altmans Subdivision; and

Lot 1-1 of Kiene & Altman's Subdivision; and

Lot 1-1-1-241 of Davis Farm Addition; and

Lot 2-1-1-241 & Lot 1-242 of Davis Farm Addition; and

Lot 1-243 of Davis Farm Addition; and

Lot 1-1-244 of Davis Farm Addition; and

The South 26' of Lot 245 Davis Farm Addition; and

The North 34' of Lot 245 Davis Farm Addition; and

The East 1/2 of Lot 246 Davis Farm Addition; and

The West 1/2 of Lot 246 Davis Farm Addition; and

Lot 247 of Davis Farm Addition; and

Lot 248 of Davis Farm Addition; and

Lot 249 of Davis Farm Addition; and

The East 1/2 of Lot 250 of Davis Farm Addition; and

The West 1/2 of Lot 250 of Davis Farm Addition; and

Lot 251 and the South 1/2 of Lot 252, of Davis Farm Addition; and

Lot 253 and the North 1/2 of Lot 252, of Davis Farm Addition; and

Lot 254 of Davis Farm Addition; and

Lot 255 of Davis Farm Addition; and

The South 1/2 of Lot 256 of Davis Farm Addition; and

The South 31.3' of the North 1/2 of Lot 256 of Davis Farm Addition; and

The North 28.7' of the North 1/2 of Lot 256 of Davis Farm Addition; and

Lot 257 of Davis Farm Addition; and

Lot 258 of Davis Farm Addition; and

Lot 259 of Davis Farm Addition; and

Lot 260 of Davis Farm Addition; and

Lot 261 of Davis Farm Addition; and

Lot 262 of Davis Farm Addition; and

The South 23.5' of The East 112' of Lot 263 of Davis Farm Addition; and

The East 114' of the North 36'6" of Lot 263 of Davis Farm Addition, and also including the Public Right of Way of West 28th Street abutting thereto; and

The North 36.5' and South 23.5' of the West 114' of Lot 263 of Davis Farm Addition, and also including the Public Right of Way of West 28th Street abutting thereto; and

Lot 2-265 of Davis Farm Addition, and also including the Public Right of Way of West 28th Street abutting thereto; and

Lot 1-265 of Davis Farm Addition, and also including the Public Right of Way of West 28th Street abutting thereto; and

Lot 2-1 of G R West's Addition and Lot 1-266 of Davis Farm Addition; and

Lot 2-1-1 of G R West's Addition; and

Lot 1-1-1 of G R West's Addition and Lot 2-266 of Davis Farm Addition; and

The South 39'6" of Lot 2 of G R West's Dubuque; and

The North 20.5' of Lot 2 & and the South 3' of Lot 3 of G R West's Addition; and

Lot 2 of the North 57' of Lot 3 of G R West's Addition; and

Lot 1 of the North 57' of Lot 3 of G R West's Addition; and

Lot 4 of G.R. West Addition; and

Lot 2 of Paragon Square; and

Lot 2-3 and 2-4 McDaniel's Park Hill, and Lots 8 and 1-9 of G.R. West's Addition; and

Lot 2-9 of G R West's Addition; and

Lots 10, the West 310' of the North 65' of Lot 2 -11, and the South 55' of Lot 2-11, all in G R West's Addition; and

Lot 1 of 11 and the East 20' of the North 65' of Lot 2 of G R West's Addition; and

All that part of the Central Avenue right of way lying south of the northerly right of way line of West 30th Street and north of the easterly extension of the northerly line of Lot 1 of 1 of Paragon Square; and

All that part of the West 30th Street right of way lying west of the easterly right of way line of Central Avenue.

All in the City of Dubuque, Dubuque County, Iowa.

(y) University Avenue Corridor Subarea of the district shall include the following described properties:

All that part of the Pennsylvania Avenue right of way lying north of the northerly right of way line of University Avenue and lying south of the northerly extension of the westerly line of Lot 2-1-1-1-2-1 of Mineral Lot 256; and

All that part of the University Avenue right of way lying east of the southerly extension of the west line of Lot 1-137 of Finley Waples and Burton Addition, and lying west of the southerly extension of the westerly line of Lot 2 of Lot 12 of Central Addition; and

All that part of the 9th Street right of way lying south of the centerline of 9th Street, lying east of the southerly extension of the westerly line of Lot 2 of Lot 12 of Central Addition, and lying west of the northerly extension of the westerly line of Lot 1 of the Subdivision of City Lot 688 and Part of City Lot 654; and

All that part of the Finley Street right of way lying south of the southerly right of way line of University Avenue and lying north of the westerly extension of the south line of the Northwest 95' of Lot 19 of Finley Waples and Burton Addition; and;

All that part of the Asbury Road right of way lying north of the northerly right of way line of University Avenue and lying south of the easterly extension of the southerly line of the East 100' feet of Lot 159 of Finley Addition; and

All that part of the Irving Street right of way lying north of the northerly right of way line of University Avenue and lying south of the easterly extension of the northerly line of Lot 2 of Lot 2 of Lot 1 of Lot 1 of lot 1 of Lot 14 of Mineral Lot 172; and

All that part of the Loras Boulevard right of way lying east of the northerly right of

way line of University Avenue and lying west of a line connecting the northeast corner of Lot 2-3-13 of Mineral Lot 172 and the southeast corner of Lot 1-249 of Woodlawn Park Addition; and

All that part of the Delhi Street right of way lying south of the southerly right of way line of University Avenue and lying north of the southerly extension of the easterly line of Lot 2-1 of Schwind's Place; and

All that part of the North Grandview Avenue right of way lying south of the easterly extension of the south line of Lot 7 of Tschirgi and Schwind's Subdivision and lying north of the northerly right of way line of University Avenue; and

All that part of the North Grandview Avenue right of way lying south of the southerly right of way line of University Avenue and lying north of a line parallel to and 150' south of the southerly right of way line of University Avenue; and

All that part of the McCormick Street right of way lying south of the southerly right of way line of University Avenue and lying north of the easterly extension of the south line of Lot 1 of Herbst's Subdivision; and

Lot 1-137 of Finley Waples & Burton's Addition; and

Lot 1-136 and 2-137 of Finley Waples & Burton's Addition; and

Lot 1-232 of Finley Addition; and

Lot 229 of Finley Addition; and

Lot 130 of Finley Waples & Burton's Addition; and

Lot 131 of Finley Waples & Burton's Addition; and

Lot 132 of Finley Waples & Burton's Addition; and

Lot 133 of Finley Waples & Burton's Addition; and

The Northwest 95' of Lot 19 of Finley Waples & Burton's Addition; and

The North 95' of Lot 18 of Finley Waples & Burton's Addition; and

Lot 17 of Finley Waples & Burton's Addition; and

The Northwest 25' of Lot 2 of Finley Addition, and all adjacent Alley right of way; and

The Southeast 41' of Lot 2 in Finley Addition, and all adjacent Alley right of way;

and

Lot 1-1 and 2-1 in Finley Addition, and all adjacent Alley right of way; and

Lot 1 of Mineral Lot 170, and all adjacent Alley right of way; and

Lot 4, 1-3, 2-3, 2-2 and 1-2, all in Mineral Lot 170 and all adjacent Alley right of way; and

Lot 5 and Lot 2-6 of Mineral Lot 170; and

Lot 1-6 and 2-7 of Mineral Lot 170 and Lot 2-2-1-1-1-14 of Mineral Lot 172; and

The West 2' of Lot 1 of the Subdivision of Lot 13 of Mineral Lot 172 and Lot 2-13 of Mineral Lot 172 and Lot 2 Mabel's Subdivision; and

The East 58' of Lot 1 of Lot 13 of Mineral Lot 172, and Lot 2 of Lot 3-13 of Mineral Lot 172, and Lot 2A of Lot 1-4-13 of Mineral Lot 172; and

Lot 2-8 of City Lot 703 and Lot 2-2-9 of City Lot 703; and

Lot 1 of Herbst's Subdivision; and

Lot 1-1 and Lot 2-1 of Schwind's Place.

All in the City of Dubuque, Dubuque County, Iowa.

(z) West Locust Corridor Subarea of the district shall include the following described properties:

All that part of the West Locust Street right of way lying east of the southerly extension of the westerly line of Lot 2-1-1-1-1-2 of Clarke College Place and lying west of the northerly extension of the easterly right of way line of Pierce Street; and

All that part of the Pierce Street right of way lying south of the southerly right of way line of West Locust Street and lying north of the easterly extension of Lot 1 of Lot 1 of Connolly's Subdivision; and

All that part of the Kirkwood Street right of way lying south of the southerly right of way line of West Locust Street and lying north of the northerly extension of the west line of Lot 5 of Union Avenue Subdivision; and

All that part of the right of way of the alley lying adjacent to and east of Kingdom Hall Place and Lot 1 of the West 1074' of Lot 64 in Littleton and Sawyer's Addition, lying north of the northerly right of way of West Locust Street and lying south of the

easterly extension of the northerly line of Lot 1 of the West 1074' of Lot 64 in Littleton and Sawyer's addition; and

All that part of the Rosedale Avenue right of way lying south of the southerly line of West Locust Street and lying north of the easterly extension of the southerly line of Lot 42 of Wm. Blake's Addition; and

All that part of the right of way of the alley lying adjacent to and east of Lot 2-12B of Wood's Addition, lying south of the easterly right of way of Rosedale Avenue and lying north of the easterly extension of the southerly line of said Lot 2-12B; and

All that part of the Alta Vista Street right of way lying south of Lot 24D of A. P. Wood's Addition and lying north of the easterly extension of the southerly line of Lot 20 of A. P. Wood's Addition; and

All that part of the Williams Street right of way lying east of the easterly right of way line of Alta Vista Street and lying west of westerly right of way line of Blake Street; and

All that part of the north half of the Bellevue Street right of way lying east of the easterly right of way line of Alta Vista Street and lying west of the westerly right of way line of Blake Street; and

All that part of the Blake Street right of way lying south of the southerly right of way line of West Locust Street and lying north of the westerly extension of the centerline of Vacated Bellevue Street adjacent to Lot 90 in A. P. Woods Addition; and

Lot 5 and East 10' of Lot 4 Ellen Blake's Subdivision; and

The South 150' of the West 40' of Lot 4 Ellen Blake's Subdivision; and

The North 170' of the West 40' of Lot 4 Ellen Blake's Subdivision; and

Lot 3 of Ellen Blake's Subdivision; and

Lot 2 of Ellen Blake's Subdivision; and

Lot 1 of Ellen Blake's Subdivision; and

The East 235' of Lot 64 of Littleton & Sawyer's and Lot 2 of Mineral Lot 93A and the Balance of Lot 2 of Mineral Lot 95; and

All of Kingdom Hall Place; and

Lot 1 of the West 1074' of Lot 64 of Littleton & Sawyer's Addition; and

Lot 2-1-1-1 and Lot 1-2-1-1 of Wm. Blake's Addition, and Lot 2 & Lot 2-1 of Part of Mineral Lot 184; and

Lot 1-1-1-1 and Lot 2-2-1-1 of Wm. Blake's Addition; and

Lot 2 and Lot 2-1 of Wm. Blake's Addition; and

Lots 1-3 and Lot 2-4 of Wm. Blake's Addition; and

Lot 2-3 and 1-4 of Wm. Blake's Addition; and

Lots 5 to 19, inclusive, of Wm. Blake's Addition; and

Lots 2-11, 2-12, and the East 30' of Lot 2-10 in Southview Heights, also Lots 20, 21 and the East 30' of Lot 22 of Wm. Blake's Addition; and

The West 70' of Lot 22 of Wm. Blake's Addition and Lot 2-9 and the West 20' of Lot 2-10 of Southview Heights; and

Lot 1-23 of Wm. Blake's Addition and Lots 2-2-7 and 1-2-8 of Southview Heights; and

Lots 2-23 and the East 50' of Lot 24 of Wm. Blake's Addition and Lots 2-6, 1-2-7, and 2-2-8 of Southview Heights; and

The West 50' of Lot 24 of Wm. Blake's Addition and Lot 2-5 of Southview Heights; and

Lot 25 of Wm. Blake's Addition; and

Lot 26 Wm. Blake's Addition; and

Lot 27 of Wm. Blake's Addition and Lot 2-1-1-1-2 of Clarke College Place; and

Lots 29 to 42, inclusive, of Wm. Blake's Addition; and

Lot 2 of Lot 43 of Wm. Blake's Addition; and

Lot 2 of Lot 44 of Wm. Blake's Addition; and

Lot 2 of Lot 45 of Wm. Blake's Addition; and

Lot 2 of Lot 46 of Wm. Blake's Subdivision; and

Lot 2 of Lot 12B of Wood's Addition; and

Lots 20, 21, and 22 of A. P. Wood's Addition; and

Lot 23 of A. P. Wood's Addition; and

Lot 2-24 and 2-24A of A. P. Wood's Addition; and

Lot 24D of A. P. Wood's Addition; and

Lot 24C of A. P. Wood's Addition; and

Lots 24B to 36B, inclusive, of A. P. Wood's Addition; and

Lots 25A to 36A, inclusive, of A. P. Wood's Addition; and

The North 40' of Vacated Williams Street in A. P. Wood's Addition; and

Lots 25 to 36, inclusive, of A. P. Wood's Addition; and

Lots 6 to 10, inclusive, and the North 1/2 and South 1/2 of Lot 5, all of Lot 98A of A. P. Wood's Addition; and

Lot 4-98A of Wood's Addition; and

Lot 3-98A of A. P. Wood's Addition; and

Lot 2-98A of A. P. Wood's Addition; and

Lot 1-98A of A. P. Wood's Addition; and

Lots 90 to 98, inclusive, in A. P. Wood's Addition, and the northerly 1/2 of Vacated Bellevue Street abutting said lots 90 to 98, in A.P. Wood's Addition; and

Part of the North 1/2 of Vacated Bellevue Street Lying South of McGrath's Subdivision Southeast 1/4 Northeast 1/4 Section 23, T89N, R2E in the City of Dubuque; and

Part of Vacated Bellevue Street lying between McGrath's Subdivision and Kirkwood Place in the City of Dubuque; and

Lot 1 and Lot 2-2 of McGrath's Subdivision; and

Lots 3 and 4 and Lot 1-2, all in McGrath's Subdivision; and

Lot 5 of McGrath's Subdivision; and

Lot 6 of McGrath's Subdivision; and

Lot 1 of Mineral Lot 95; and

Lot 9 of McGrath's Subdivision; and

Lots 7 and 8 of McGrath's Subdivision; and

Lot 10 of McGrath's Subdivision; and

Lots 2 to 5, inclusive, of Union Avenue Subdivision #2; and

Lot 1 of Union Avenue Subdivision #2 and Lot 2 of Mosher's Subdivision; and

Lot 1-3, 1-2, and 1-1 of Connolly's Subdivision, and Lot 1 of Part of City Lot 711.

All in the City of Dubuque, Dubuque County, Iowa.

(aa) Dubuque Brewing and Malting Subarea of the district shall include the following described properties:

Beginning at the intersection of the northerly right of way line of East 30th Street and the westerly right of way line of Jackson Street; thence northeasterly along the northerly right of way line of East 30th Street to the southeast corner of a Part of Lot 8 of Mineral Lot 322 as shown on the Final Plat of Liebe's Subdivision No. 3, also being a point on the westerly line of Lot 1-2-1 of Becker Place, thence northwesterly along the easterly lines of Part of Lot 8 and Part of Lot 7 as shown on the Final Plat of Liebe's Subdivision, Lot 1-6 of Mineral Lot 322, and Lot 4A of Mineral Lot 322 and its northerly extension to a point on the northerly right of way line of East 32nd Street; thence southwesterly along the northerly right of way line of East 32nd Street to the westerly right of way line of Jackson Street; thence southeasterly along the westerly right of way line of Jackson Street to the westerly extension of the northerly line of Lot 2 of Liebe's Subdivision No. 2; thence northeasterly along said northerly line and westerly extension to the northeast corner of said Lot 2; thence southeasterly along the easterly line of Lots 1 and 2 of Liebe's Subdivision No. 2 to the southeast corner of Lot 1 of Liebe's Subdivision No. 2; thence southeasterly across Liebe Street right of way to the northeast corner of Lot 1 of Liebe's Subdivision No. 1; thence southeasterly along the easterly lines of Lots 1 and 2 of Liebe's Subdivision No. 1 to the southeast corner of Lot 2 of Liebe's Subdivision No. 1; thence southwesterly along the southerly line of said Lot 2 and its westerly extension to the westerly right of way of Jackson Street; thence southeasterly along the westerly right of way of Jackson Street to the point of beginning.

(bb) 15th Street Subarea of the district shall include that area generally bounded by the following description: Beginning at the intersection of the northerly right of way line

of East 15th Street and the easterly right of way line of Elm Street in the City of Dubuque, Dubuque County, Iowa;

Thence northeasterly along the northerly right of way line of East 15th Street to a point of intersection with the westerly right of way line of a public alley lying between Pine Street and Maple Street; Thence northwesterly along said westerly right of way line to the northeast corner of the North 35 feet of Lot 255 in East Dubuque Addition # 2; Thence southwesterly along the northwesterly line of said Lot to a point of intersection with the easterly right of way line of Pine Street; Thence northwesterly along said easterly right of way line to the southerly right of way line of E. 16th Street; Thence southwesterly along said southerly right of way line to a point of intersection with the easterly right of way line of Elm Street; Thence southeasterly along said easterly right of way line to a point of intersection with the northerly right of way line of E. 15th Street, said point being the point of beginning.

(cc) Lower Kaufmann Subarea of the district shall include the following described properties:

All that part of the Public Alley right of way between Francis Street, Central Avenue, Kaufmann Avenue, and West 23rd Street lying north of the north right of way line of Kaufmann Avenue and south of the easterly extension of the south line of the North Half of Lot 19 in Tivoli Addition; and

Lots 4, 5, 6, 7, and 8, all in the Subdivision of Lot 20 and the South 1/2 of Lot 19 Tivoli Addition; and

Lot 3 of the Subdivision of Lot 20 and of South 1/2 of Lot 19 Tivoli Addition; and
Lot 2 of the Subdivision of Lot 20 and of South 1/2 of Lot 19 Tivoli Addition; and

All that part of the Francis Street right of way lying north of the north right of way line of Kaufmann Avenue and south of the easterly extension of the north line of Lot 2-21 in Tivoli Addition; and

Lot 1-21 Tivoli Addition; and
Lot 2-21 Tivoli Addition; and

All that part of the Public Alley right of way adjacent to Lot 38 of Tivoli Addition lying north of the northerly right of way line of Kaufmann Avenue and lying south of the easterly extension of the north line of said Lot 38; and

Lot 38 Tivoli Addition; and
Lot 39 Tivoli Addition; and
Lot 1-40 Tivoli Addition; and

All that part of the Valeria Street right of way lying north of the northerly right of way line of Kaufmann Avenue and south of the easterly extension of the north line

of Lot 1-1-1-1 in Weland's Subdivision; and

Lot 1-1-1-1 and Lot 2-2-2 Weland's Subdivision; and
Lot 2-1-1 Weland's Subdivision; and
Lot 2-1 and Lot 1-2-2 of Subdivision of Lots 129, 131, 131A & 135A L H Langworthy's Addition aka Weland's Subdivision; and
Lot 2-2A & Lot 1-2 Weland's Subdivision; and
Lot 1-2A Weland's Subdivision; and
Lot 3 Weland's Subdivision; and
Lot 3A Weland's Subdivision; and
The East 27' of Lot 4 Weland's Subdivision; and
The West 35' of Lot 4 Weland's Subdivision; and
Lot 5 Weland's Subdivision; and
Lot 5 of the Subdivision of Lots 3 & 4 of Lot 135 L H Langworthy's Addition; and
All of the Private Driveway known as Fuller Place Abutting Lots 2, 3, 4 & 5 of the Sub. of Lots 3 & 4 of Lot 135 L H Langworthy's Addition East 50'1 and West 1/2-2 all of Lot 135 LH Langworthy's Addition; and
Lot 2 of the Subdivision of Lots 3 and 4 of Lot 135 L H Langworthy's Addition; and
The Middle 37' of Lot 7 Cushing's Subdivision; and Lot 3 of the Subdivision of Lots 3 and 4 of Lot 135 L H Langworthy's Addition; and
The North 38' of Lot 7 Cushing's Addition; and Lot 4 of the Subdivision of Lots 3 and 4 of Lot 135 L H Langworthy's Addition; and
Lot 1 of the Subdivision of Lots 3 and 4 of Lot 135 L H Langworthy's Addition; and
The South 60' of Lot 7 Cushing's Subdivision; and
Lot 8 and the East 7 1/2' of Lot 9 Cushing's Subdivision; and
The West 22 1/2' of Lot 9 and the East 15' of Lot 10 Cushing's Subdivision; and
The West 15' of Lot 10 and the East 22'6" of Lot 11 Cushing's Subdivision; and
Lot 12 and the West 7 1/2' of Lot 11 Cushing's Subdivision; and
Lot 13 Cushing's Subdivision; and
Lot 14 Cushing's Subdivision; and
Lot 15 Cushing's Subdivision; and
Lot 6 C. Klingenberg's 3rd Addition; and

All that part of the Cushing Place right of way lying north of the northerly right of way line of Kaufmann Avenue and lying south of the westerly extension of the north line of Lot 6 in C. Klingenberg's Third Addition; and

Lot 2-141 L H Langworthy's Addition and Lot 4 C. Klingenberg's 3rd Addition; and
Lot 2-143 and Lot 2-1-1-1-143 L H Langworthy's Addition; and
The East 1/2 of Lot 3-143 & Lot 2-2-1-1-143 L H Langworthy's Addition; and
The West 1/2 of Lot 3-143 L H Langworthy's Addition; and
Lot 4-143 L H Langworthy's Addition; and
Lot 5-143, Lot 2-2-1-1-East 3/4-145A, and Lot 2-2-2-1-1-1-East 3/4-145A L H Langworthy's Addition; and
Lot 1 Janice Place on Kaufman Avenue; and
Lot 2 Janice Place on Kaufmann Avenue; and

Lot 1-1-West 1/4 of Lot 145A L H Langworthy's Addition; and
Lot 1 Herbst Place #2; and
Lot 2-1-1-3-145 and the South 192.60' of the West Part of Lot 1-2-145 L H Langworthy's Addition; and
Lot 1-1-1-3-145 and 2-2-1-147 and Lot 2-2-2-147 L H Langworthy's Addition; and
The East 34' of Lot 1-2-2-147 and the East 34' of Lot 2-2-1-1-147 L H Langworthy's Addition; and
The West 28' of Lot 1-2-2 of 147 L H Langworthy's Addition; and
The West 28' of Lot 2-2-1-1-147 L H Langworthy's Addition; and
Lot 2-1-2-147 and Lot 1-2-1-1-147 L H Langworthy's Addition; and
The East 1/2 of Lot 1-1-2-147 and Lot 2-1-1-1-147 L H Langworthy's Addition; and
Lot 1-1-1-1-147 and the West 1/2 of Lot 1-1-2-147 L H Langworthy's Addition; and
All of Cornelia Place; and
Lot 2 of the West 1/2 of Lot 148 L H Langworthy's Addition; and
Lot 2-1 of the West 1/2 of Lot 148 L H Langworthy's Addition; and
Lot 1-1 of the West 1/2 of Lot 148 L H Langworthy's Addition; and

All that part of the Valeria Street right of way lying east of the easterly right of way line of Kaufmann Avenue and west of the northerly extension of the easterly line of Lot 1-1 of the West Half of Lot 148 in L H Langworthy's Addition; and

Lot 1-149 L H Langworthy's Addition and Lot 2-1-5 and Part of 2-5 of Mineral Lot 316; and
Lot 2-149 L H Langworthy's Addition; and
The Southerly 50' of the South 100'-Lot 151 L H Langworthy's Addition; and
The North 50' of the South 100' of Lot 151 L H Langworthy's Addition; and
The Southerly 61' of the Northerly 71' of Lot 151 L H Langworthy's Addition; and
The Northerly 10' the Northerly 71' of Lot 151 and the Southerly 50' of the Southerly 100' of Lot 155 L H Langworthy's Addition; and
The Northerly 50' of the Southerly 100' of Lot 155 L H Langworthy's Addition; and
Lot 2 of the Subdivision of the Southwesterly 100' of the Northwesterly 92' of Lot 155 L H Langworthy's Addition; and
Lot 1 of the Subdivision of the Southwesterly 100' of the Northwesterly 92' of Lot 155 L H Langworthy's Addition; and

All that part of the Greenfield Street right of way lying east of the easterly right of way line of Kaufmann Avenue and lying west of the southerly extension of the westerly line of Lot 1-7 in Springgreen Subdivision; and

Lot 6 and Lot 2-7 Springgreen Subdivision; and
Lot 5 Springgreen Subdivision; and
Lot 4 Springgreen Subdivision; and
Lot 3 Springgreen Subdivision; and

All that part of the Kane Street right of way lying north of the northerly right of way line of Kaufmann Avenue and lying south of the westerly extension of the north line

of Lot 3 in Springgreen Subdivision; and

Lot 1 Kieffer Place; and

Lot 2-1 and Lot A of Vogt Place; and

All that part of the Kaufmann Avenue right of way lying south and east of the southerly extension of the west line of Lot 2-1 of Vogt Place and lying north and west of the southerly extension of the westerly line of Lot 1 of Tivoli Addition; and

Lot 158A L H Langworthy's Addition; and

Lot 154 L H Langworthy's Addition; and

Lot 154A L H Langworthy's Addition; and

Lot 2-1-153 L H Langworthy's Addition; and

Lot 1-1-153 L H Langworthy's Addition; and

Lot 2-153 and the North 27' of Lot 2-1-153A L H Langworthy's Addition; and

The South 50' of Lot 2-1-153A L H Langworthy's Addition; and

Lot 2-2-153A L H Langworthy's Addition; and

Lot 1-2-152 and Lot 1-2-153A L H Langworthy's Addition; and

Lot 1-2-2-152 L H Langworthy's Addition; and

Lot 2-2-2-152 L H Langworthy's Addition; and

The NW 4' of Lot 2 of Lot 150 and Lot 1-152 L H Langworthy's Addition; and

The East 88.5' of Lot 2 of the Subdivision of Lot 150 L H Langworthy's Addition; and

Lot 6 of the Subdivision of Lot 150A and of Lot 1 of Lot 150 L H Langworthy's Addition; and

Lot 1-5 of the Subdivision of Lot 150A and of Lot 1 of Lot 150 L H Langworthy's Addition; and

All that part of the Hempstead Street right of way lying south of the southerly right of way line of Kaufmann Avenue and lying north of the northerly right of way line of Lowell Street; and

Lot 1-1-3-146 and 146A and Lot 1-1-2-3-146 and 146A Of L H Langworthy's Addition; and

Lot 1 of Lot 2 of Lots 146 and Lot 146A L H Langworthy's Addition; and

Lot 1-1-1-151 Mechanic's Addition; and

Lot 1 of the Subdivision of Lot 1 of Lots 146 and Lot 146A in L H Langworthy's Addition and Lot 2 of the Subdivision of Lot 2 of Lots 146 and Lot 146A L H Langworthy's and Lot 2-of the Subdivision of Lot 1 of Lot 1 of Lot 151 Mechanics Addition; and

Lot 2 of Lot 1 of the Subdivision of Lots 146 and Lot 146A L H Langworthy's Addition and Lot 2 of Lot 1 of Lot 151 Mechanic's Addition; and

Lots 152, 153 and Lot 2-151 Mechanic's Addition; and

Lot 154 and the West 42' 4" of Lot 155 Mechanic's Addition; and

All of the Public Alley right of way between Lots 155 and 156 in Mechanic's

Addition; and

Lot 156 Mechanic's Addition; and

Lot 157, 158 and 159 Mechanic's Addition; and

Lot 9 and Lot 1-10 of Lots 138, 140, and 142 of L H Langworthy's Addition; and

Lot 1-8 of Lots 138, 140, & 142 L H Langworthy's Addition; and

The West 20' of Lot 6, the West One Half of Lot 7 except the East 5 feet thereof, and Lot 2 of Lot 8, all of the Subdivision of Lots 138, 140, and 142 L H Langworthy's Addition; and

The East 30' of Lot 7, and the East 5' of Lot 6, and Lot 5, all of the Subdivision of Lots 138, 140, and 142 L H Langworthy's; and

Lot 4-138, 4-140, and 4-142 L H Langworthy's Addition; and

Lot 3-138, 3-140, and 3-142 L H Langworthy's Addition; and

Lot 2-138, 2-140 and 2-142 L H Langworthy's Addition; and

Lot 1 of the Subdivision of Lot 1 and the balance of Lot 2 of the Subdivision of Lot 1, both of the Subdivision of Lots 138, 140 and 142 L H Langworthy's Addition; and

The North 296' of the West 1/4 of Lot 136 L H Langworthy's Addition; and

The South 50' of the West 1/4 of Lot 136 L H Langworthy's Addition; and

The balance of the Easterly Half of the Westerly Half of Lot 136 L H Langworthy's Addition; and

Lot 2 of Lot 1, and Lot 2, both of the East 1/2 of Lot 136 L H Langworthy's Addition; and

The balance of Lot 1 of Lot 1 of the East 1/2 of Lot 136 L H Langworthy's Addition; and

The balance of Lot 7 Siege Subdivision; and

The West 1/2 of Lot 6 Siege Subdivision; and

The East 1/2 of Lot 6 Siege Subdivision; and

The West 1/2 of Lot 5 Siege Subdivision; and

The East 1/2 of Lot 5 Siege Subdivision; and

Lot 4 Siege Subdivision; and

Lot 3 Siege Subdivision; and;

Lot 2 Siege Subdivision; and

Lot 1-1 Siege Subdivision; and

All that part of the Kleine Street right of way lying south of the southerly line of Kaufmann Avenue and lying north of the easterly extension of the south line of Lot 1-2 in Seiges Subdivision; and

Lot 1-63 Marsh's Addition; and

Lot 2-63 Marsh's Addition; and

Lots 3-38 and 4-38 Marsh's Addition; and

Lot 2-38 Marsh's Addition; and

Lot 1-38 Marsh's Addition; and

All that part of the North Main Street right of way lying south of the southerly line

of Kaufmann Avenue and lying north of the westerly extension of the south line of Lot 37 in Marsh's Addition; and

Lot 37 Marsh's Addition; and
Lot 36 Marsh's Addition; and
Lot 35 Marsh's Addition; and
Lot 34 Marsh's Addition; and
Lot 33 Marsh's Addition; and
Lot 32 Marsh's Addition; and
The North 95' of Lot 31 Marsh's Addition; and
The North 95' of Lot 1 Marsh's Addition

All that part of the Heeb Street right of way lying south of the southerly line of Kaufmann Avenue and lying north of the easterly extension of the southerly line of Lot 12 of Marsh's Addition; and

The South 40' of Lot 1, the North 5' of Lot 2, and the South 40' of Lot 31 Marsh's Addition; and
The South 45' of Lot 2 Marsh's Addition; and
Lot 3 Marsh's Addition; and
Lot 4 Marsh's Addition; and
Lot 5 Marsh's Addition; and
The North 40' of Lot 6 Marsh's Addition; and
Lot 12, Lot 11, Lot 10, and the South 30' of Lot 9, and the East 60' of the North 20' of Lot 9, and the West 125' of the North 20' of Lot 9, Lot 8, Lot 7 and the South 10' of Lot 6, all in Marsh's Addition; and

Lot 62 Marsh's Addition; and
Lot 2-1 Siege Subdivision; and

Lot 1-2-2-3 of the Subdivision of Lots 146 and 146A L H Langworthy's Addition; and
Lots 1-2-150, 1-2-2-150, and 1-150 Mechanic's Addition; and
Lot 1 Runde Place; and
Lot 2 Runde Place; and

All that part of the Napier Street right of way lying east of the easterly right of way line of Hempstead Street and lying west of the northerly extension of the east line of Lot 125 in Mechanic's Addition; and

Lot 125 Mechanic's Addition; and
Lot 124 Mechanic's Addition; and
Lot 123 Mechanic's Addition; and

All that part of the Public Alley right of way between Lots 119, 120, 121, 122 and 123 in Mechanic's Addition lying east of the easterly right of way line of Hempstead

Street and lying west of the southerly extension of the east line of Lot 123 in Mechanic's Addition; and

Lot 2-121 and 2-122 Mechanic's Addition; and
Lot 1-121 and 1-122 Mechanic's Addition; and
Lots 83 and 84 Pleasant View Addition; and
The East 35' of Lot 85 Pleasant View Addition; and
Lots 80, 81, and 82 Pleasant View Addition; and

All that part of the Public Alley right of way between Lots 80, 81, 82, 83, 84, and 85 in Pleasant View Addition lying west of the westerly right of way line of Hempstead Street and lying east of the northerly extension of the East 35' of Lot 85 in Pleasant Valley Addition; and

Lot 79 and 79A Mechanic's Addition; and
Lot 78 Mechanic's Addition; and
Lot 77 Mechanic's Addition; and
Lot 76 Mechanic's Addition; and
Lot 75 Mechanic's Addition; and

All that part of the Montcrest Street right of way lying west of the westerly right of way line of Hempstead Street and lying east of the northeasterly extension of the westerly line of Lot 75 in Mechanic's Addition; and

Lot 1-73 and 1-74 Mechanic's Addition; and
Lot 1-2 of the Subdivision of Lot 150A and Lot 1-150 L H Langworthy's Addition;
and
Lot 1-3 of the Subdivision of Lot 150A and Lot 1-150 L H Langworthy's Addition;
and
Lot 1-1 of the Subdivision of Lot 150A and Lot 1-150 L H Langworthy's Addition;
and
Lot 1-4 of the Subdivision of Lot 150A and Lot 1-150 L H Langworthy's Addition.

(dd) North Peru Road Subarea of the district shall include the following described properties:

Lot 1 of Fountain Hill Resubdivision; and

Lots 2 and 3, and Lot 1 of Lot 1 of Lot 4, Lot 2 of Lot 1 of Lot 2 of Lot 4, and Lot 2 of Lot 2 of Lot 4, all of the Subdivision of the South West $\frac{1}{4}$ of Section 1, Township 89 North, Range 2 East, of the 5th Principal Meridian, all in the City of Dubuque, Iowa; and

All that part of the easterly 33' of the right of way of Peru Road lying south of the northerly line of Lot 2 of Lot 2 of Lot 4 of the Subdivision of the South West $\frac{1}{4}$ of Section 1, Township 89 North, Range 2 East, of the 5th Principal Meridian and its

westerly extension, and lying north of the northerly line of Emerald Acres No. 1 and its easterly extension; and

All that part of the right of way of Peru Road lying south of the northerly line of Emerald Acres No. 1 and its easterly extension, and lying north of the easterly line of Lot 4A of Mineral Lot 322 and its northerly extension.

All in the City of Dubuque, Iowa

(ee) Stafford Street Subarea of the District shall include the following described properties:

The Southeasterly 95.53 feet of Lot 17 and the Southeasterly 95.53 feet of Lot 3 of the Subdivision of Lot 18, both in "Dreibelbis Addition, Dubuque" in the City of Dubuque, Iowa, according to the recorded Plat thereof

All in the City of Dubuque, Iowa

(ff) Roosevelt Street Subarea of the District shall include the following described properties:

Lots 6, 7, 8, and 9 in Block 1 of "River Front Subdivision No. 5" in the City of Dubuque, Iowa; and

Lot 2 of Subdivision of Lot 1 of Lot 1 of Lot 1 in Block 1 of "Riverfront Subdivision No. 5", in the City of Dubuque, Iowa; and

Lot 2 of Subdivision of Lot 1 of Lot 1 in Block 1 of "Riverfront Subdivision No. 5", in the City of Dubuque, Iowa; and

Lot 2 of Subdivision of Lot 1 in Block 1 of "Riverfront Subdivision No. 5", in the City of Dubuque, Iowa; and

Lot 5, in Block 1, in "River Front Subdivision No. 5" in the City of Dubuque, Iowa.

(gg) Amended Project Area shall mean the areas of the City of Dubuque, Iowa included within the Town Clock Subarea, the Old Main Subarea, the Town Clock Expansion Subarea, the Upper Main Subarea, the Ice Harbor Subarea A, the Ice Harbor Subarea B, the Ice Harbor Subarea C, the Warehouse Subarea, the South Main Subarea, the South Port Subarea, the Cable Car Subarea, the Bluff Street Subarea, the South Bluff Street Subarea, the Kerper Boulevard Subarea, the Washington Neighborhood Subarea, the Industrial Harbor Subarea, the East 7th Street Subarea, the Chaplain Schmitt Subarea, the North Kerper Boulevard Subarea but excluding those lots and parcels removed by Amended and Restated Urban Renewal Plan Version 2022.1, the Quebecor Subarea, the Harrison Street Subarea, the Holy Ghost Subarea, the Almond Street Subarea, the North End Subarea, the University Avenue Corridor Subarea, the West

Locust Corridor Subarea, the Brewing and Malting Subarea, the 15th Street Subarea, the Lower Kaufmann Subarea, the North Peru Road Subarea, the Stafford Street Subarea, and the Roosevelt Street Subarea each as described in this Section.

(hh) Urban Renewal Plan shall mean the Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal District, approved by Resolution No. 277-24 on September 3, 2024, as the same may be amended from time to time.

Section 2: The taxes levied on the taxable property in the Amended Project Area, legally described in Section 1 hereof, by and for the benefit of the State of Iowa, City of Dubuque, County of Dubuque, Dubuque Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 3: Taxes.

(a) As to the Town Clock Subarea, that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts taxing property in the Town Clock Subarea upon the total sum of the assessed value of the taxable property in the Town Clock Subarea as shown on the assessment roll as of January 1, 1966, being the assessment roll last equalized prior to the date of the initial adoption of the Urban Renewal Plan for the Downtown Dubuque Urban Renewal Project, Iowa R-15, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. The taxes so determined shall be referred herein as the "base period taxes" for such Subarea.

(b) As to the Old Main Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 1993, being the assessment roll as of January 1 of the calendar year preceding the effective date of Ordinance No. 23-94.

(c) As to the Town Clock Expansion Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 1996, being the assessment roll as of January 1 of the calendar year preceding the effective date of Ordinance No. 67-97.

(d) As to the Upper Main Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2001, being the assessment roll as of January 1 of the calendar year preceding the effective date of Ordinance No. 26-02.

(e) As to the Ice Harbor Subarea A, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 1988, being the assessment roll as of January 1 of the calendar year preceding the effective date of Ordinance No. 66-89.

(f) As to the Ice Harbor Subarea B, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 1999, being the assessment roll as of January 1 of the calendar year preceding the effective date of Ordinance No. 97-00.

(g) As to the Ice Harbor Subarea C, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2006, being the assessment roll as of January 1 of the calendar year preceding the effective date of Ordinance No. 20-07.

(h) As to the Warehouse Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2006, being the first day of the calendar year preceding the effective date of Ordinance No. 63-07.

(i) As to the South Main Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2006, being the first day of the calendar year preceding the effective date of Ordinance No. 63-07.

(j) As to the South Port Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2007, being the first day of the calendar year preceding the effective date of Ordinance No. 60-08.

(k) As to the Cable Car Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2008, being the first day of the calendar year preceding the effective date of Ordinance 58-09.

(l) As to the Bluff Street Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2009, being the first day of the calendar year preceding the effective date of Ordinance 51-10.

(m) As to the South Bluff Street Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2010, being the first day of the calendar year preceding the effective date of Ordinance 33-11.

(n) As to the Kerper Boulevard Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 1993, being the first day of the calendar year preceding the effective date of Ordinance 43-94.

(o) As to the Washington Neighborhood Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2010, being the first day of the calendar year preceding the effective date of Ordinance 33-11.

(p) As to the Industrial Harbor Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2010, being the first day of the calendar year preceding the effective date of Ordinance 33-11.

(q) As to the East 7th Street Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 1996, being the first day of the calendar year preceding the effective date of Ordinance 64-97.

(r) As to the Chaplain Schmitt Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2010, being the first day of the calendar year preceding the effective date of Ordinance 33-11.

(s) As to the North Kerper Boulevard Subarea, excluding those lots and parcels removed by Amended and Restated Urban Renewal Plan Version 2022.1 now forming the Roosevelt Street Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2011, being the first day of the calendar year preceding the effective date of Ordinance 60-12.

(t) As to the Quebecor Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2001, being the first day of the calendar year preceding the effective date of Ordinance 88-02.

(u) As to the Harrison Street Subarea, base period taxes shall be computed in the same manner, using the total assessed value shown on the assessment roll as of January 1, 2011, being the first day of the calendar year preceding the effective date of Ordinance 60-12.

(v) As to the Holy Ghost Subarea, base period taxes shall be computed in the same manner, using the total assessed value shown on the assessment roll as of January 1, 2013, being the first day of the calendar year preceding the effective date of Ordinance 45-14.

(w) As to the Almond Street Subarea, base period taxes shall be computed in the same manner, using the total assessed value shown on the assessment roll as of January 1, 2013, being the first day of the calendar year preceding the effective date of Ordinance 45-14.

(x) As to the North End Subarea, base period taxes shall be computed in the same manner, using the total assessed value shown on the assessment roll as of January 1, 2015, being the first day of the calendar year preceding the effective date of this Ordinance.

(y) As to the University Avenue Corridor Subarea, base period taxes shall be computed in the same manner, using the total assessed value shown on the assessment roll as of January 1, 2015, being the first day of the calendar year preceding the effective date of this Ordinance.

(z) As to the West Locust Corridor Subarea, base period taxes shall be computed in the same manner, using the total assessed value shown on the assessment roll as of January 1, 2015, being the first day of the calendar year preceding the effective date of this Ordinance.

(aa) As to the Brewing and Malting Subarea, base period taxes shall be computed in the same manner, using the total assessed value shown on the assessment roll as of January 1, 2007, being the first day of the calendar year preceding the effective date of Ordinance 61-08.

(bb) As to the 15th Street Subarea, base period taxes shall be computed in the same manner, using the total assessed value shown on the assessment roll as of January 1, 2016, being the first day of the calendar year preceding the effective date of Ordinance 6-17 and 6-17-A.

(cc) As to the Lower Kaufmann Subarea, base period taxes shall be computed in the same manner, using the total assessed value shown on the assessment roll as of January 1, 2016, being the first day of the calendar year preceding the effective date of Ordinance 26-17.

(dd) As to the North Peru Road Subarea, base period taxes shall be computed in the same manner, using the total assessed value shown on the assessment roll as of January 1, 2019, being the first day of the calendar year preceding the effective date of Ordinance 20-20.

(ee) As to the Stafford Street Subarea, base period taxes shall be computed in the same manner, using the total assessed value shown on the assessment roll as of January 1, 2019, being the first day of the calendar year preceding the effective date of Ordinance 41-20.

(ff) As to the Roosevelt Street Subarea, base period taxes shall be computed in the same manner, using the total assessed value shown on the assessment roll as of January 1, 2022, being the first day of the calendar year preceding the effective date of Ordinance 8-22.

Section 4: That portion of the taxes each year in excess of the base period taxes

for the Amended Project Area, determined for each Subarea thereof as provided in Section 3 of this Ordinance, shall be allocated to and when collected be paid into the special tax increment fund previously established by the City of Dubuque to pay the principal of and interest on loans, monies advanced to, or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under authority of Section 403.9 or Section 403.12 of the Code of Iowa, incurred by the City of Dubuque, Iowa to finance or refinance, in whole or in part, urban renewal projects undertaken within the Amended Project Area pursuant to the Urban Renewal Plan, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2 of the Code of Iowa and taxes for the instructional support program of a school district imposed pursuant to Section 257.19 (but in each case only to the extent required under Section 403.19(2)), taxes for the payment of bonds and interest of each taxing district, and taxes imposed under Section 346.27(22) related to joint county-city buildings shall be collected against all taxable property within the Amended Project Area without any limitation as hereinabove provided.

Section 5: Unless or until the total assessed valuation of the taxable property in the Subareas of the Amended Project Area exceeds the total assessed value of the taxable property in said Subareas shown by the assessment rolls referred to in Section 3 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Amended Project Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 6: At such time as the loans, monies advanced, bonds and interest thereon and indebtedness of the City of Dubuque referred to in Section 4 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Amended Project Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 7: All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to continue the division of taxes from property within the Amended Project Area under the provisions of Section 403.19 of the Code of Iowa, as authorized in Ordinance No. 52-24, as previously amended. In the event that any provision of this Ordinance shall be determined to be contrary to law it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the Amended Project Area and the territory contained therein.

Section 8: This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this ____ day of _____, 2024.

Brad M. Cavanagh, Mayor

ATTEST:

Adrienne N. Breitfelder, City Clerk

Read first time: _____

Read second time: _____

Read third time: _____

PASSED AND APPROVED: _____

PUBLISHED: _____

**City of Dubuque
City Council**

ACTION ITEMS # 9.

ITEM TITLE:	Ordinance No. 53-24-A Correcting the Title of Ordinance No. 53-24
SUMMARY:	City Manager recommending City Council approve Ordinance 53-24-A which amends Ordinance 53-24 to correct the Ordinance title by adding the Hawthorne Street Subarea and the Locust Street Subarea to the division of revenues in the Greater Downtown Urban Renewal Area. ORDINANCE Amending Ordinance No.52-24-A, As Amended, Providing That General Property Taxes Levied And Collected Each Year On All Property Located Within The Greater Downtown Urban Renewal District Of The City Of Dubuque, County Of Dubuque, State Of Iowa, By And For The Benefit Of The State Of Iowa, City Of Dubuque, County Of Dubuque, Dubuque Community School District, And Other Taxing Districts, Be Paid To A Special Fund For Payment Of Principal And Interest On Loans, Monies Advanced To And Indebtedness, Including Bonds Issued Or To Be Issued, Incurred By Said City In Connection With The Amended And Restated Urban Renewal Plan For The Greater Downtown Urban Renewal District, To Correct The Title Of Ord. No. 53-24 By Adding The Hawthorne Street And Locust Street Subareas To The Division Of Revenues
SUGGESTED DISPOSITION:	Receive and File; Motion B; Motion A
ATTACHMENTS:	1. MVM Memo 2. Staff Memo 3. Ordinance 53-24-A

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

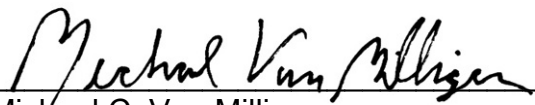
SUBJECT: Ordinance No. 53-24-A Correcting the Title of Ordinance No. 53-24

DATE: December 11, 2024

Economic Development Director Jill Connors is recommending City Council approve Ordinance 53-24-A which amends Ordinance 53-24 to correct the Ordinance title by adding the Hawthorne Street Subarea and the Locust Street Subarea to the division of revenues in the Greater Downtown Urban Renewal Area.

City Council adopted Ordinance No. 53-24 on September 3, 2024, to add property to the Greater Downtown Urban Renewal Area, the Hawthorne Street Subarea and the Locust Street Subarea. Subsequently, the documents were forwarded to the County Auditor, where staff identified a scrivener's error in the title of the Ordinance. The previous Ordinance title stated the Area was being expanded to include the Roosevelt Street Subarea. The content of the Ordinance nor the supporting documentation associated contained this error.

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: Ordinance No. 53-24-A Correcting the Title of Ordinance No. 53-24

DATE: December 10, 2024

INTRODUCTION

This memorandum presents for your review and approval Ordinance 53-24-A which amends Ordinance 53-24 to correct the Ordinance title by adding the Hawthorne Street Subarea and the Locust Street Subarea to the division of revenues in the Greater Downtown Urban Renewal Area.

BACKGROUND

City Council adopted Ordinance No. 53-24 on September 3, 2024 to add property to the Greater Downtown Urban Renewal Area, the Hawthorne Street Subarea and the Locust Street Subarea. Subsequently, the documents were forwarded to the County Auditor, where staff identified a scrivener's error in the title of the Ordinance. The previous Ordinance title stated the Area was being expanded to include the Roosevelt Street Subarea. The content of the Ordinance nor the supporting documentation associated contained this error.

DISCUSSION

The attached Ordinance 53-24-A is intended to have a retroactive impact to correct the scrivener's error so that the Ordinance will continue to have the same effective date and such effective date will not be changed by the corrective Ordinance.

RECOMMENDATION

I recommend that the attached Ordinance 53-24-A correcting the scrivener's error in be adopted in order to support reinvestment efforts in the Area.

ORDINANCE NO. 53-24-A

AMENDING ORDINANCE NO.52-24-A, AS AMENDED, PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE GREATER DOWNTOWN URBAN RENEWAL DISTRICT OF THE CITY OF DUBUQUE, COUNTY OF DUBUQUE, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF DUBUQUE, COUNTY OF DUBUQUE, DUBUQUE COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY SAID CITY IN CONNECTION WITH THE AMENDED AND RESTATED URBAN RENEWAL PLAN FOR THE GREATER DOWNTOWN URBAN RENEWAL DISTRICT, TO CORRECT THE TITLE OF ORD. NO. 53-24 BY ADDING THE HAWTHORNE STREET AND LOCUST STREET SUBAREAS TO THE DIVISION OF REVENUES

WHEREAS, the City Council of the City of Dubuque, Iowa (the "City") has heretofore, in Ordinance No. 30-82, provided for the division of taxes within the original Downtown Dubuque Urban Renewal Project, Iowa R-15, described in Resolution No. 123-67 adopted on May 18, 1967, pursuant to Section 403.19 of the Code of Iowa; and

WHEREAS, the Urban Renewal Plan for the original Downtown Dubuque Urban Renewal Project, Iowa R-15, subsequently has been amended on numerous occasions, growing through expansion or merger with other existing urban renewal districts, resulting in Bluff Street, Cable Car, Chaplain Schmitt, East 7th Street, Ice Harbor Subarea A, Ice Harbor Subarea B, Ice Harbor Subarea C, Industrial Harbor, Kerper Boulevard, Old Main, South Bluff, South Main, South Port, Town Clock, Town Clock Expansion, Upper Main, Warehouse, Washington Street, North Kerper Boulevard, Quebecor, Harrison Street, Holy Ghost, Almond Street, North End, West Locust Street Corridor, University Avenue Corridor, Brewing & Malting, 15th Street, Lower Kaufmann, North Peru Road, Stafford Street, Roosevelt Street, Hawthorne Street, and Locust Street Subareas being added to what is now known as the Amended and Restated Greater Downtown Urban Renewal District; and

WHEREAS, consistent with the amendments to the Urban Renewal Plan, Ordinance No. 30-82 subsequently was amended on numerous occasions to provide for the division of taxes within the Amended and Restated Greater Downtown Dubuque Urban Renewal District, most recently by Ordinance No. 53-24, creating separate base valuations for the Bluff Street, Cable Car, Chaplain Schmitt, East 7th Street, Ice Harbor Subarea A, Ice Harbor Subarea B, Ice Harbor Subarea C, Industrial Harbor, Kerper Boulevard, Old Main, South Bluff, South Main, South Port, Town Clock, Town Clock Expansion, Upper Main, Warehouse, and Washington Street, North Kerper Boulevard, Quebecor, Harrison Street, Holy Ghost, Almond Street, North End, West Locust Street

Corridor, University Avenue Corridor, Brewing & Malting, 15th Street Subarea, Lower Kaufmann, North Peru Road, Stafford Street, Roosevelt Street, Hawthorne Street, and Locust Street Subareas; and

WHEREAS, the Urban Renewal Plan for the Greater Downtown Urban Renewal District was further amended and restated as an Amended and Restated Urban Renewal Plan, pursuant to Resolution No. 278-24 approved on September 3, 2024, for the purpose of expanding the Greater Downtown Urban Renewal District to include additional areas described as the Hawthorne Street and Locust Street Subareas; and

WHEREAS, indebtedness has been incurred by the City, and additional indebtedness is anticipated to be incurred in the future, to finance urban renewal project activities within the combined area known as the Greater Downtown Urban Renewal District (the "Greater Downtown Urban Renewal District"), and the continuing needs of redevelopment within the Greater Downtown Urban Renewal District are such as to require the continued application of the incremental tax resources within the expanded Greater Downtown Urban Renewal District; and

WHEREAS, the following enactment is necessary to accomplish the objectives described in the premises.

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

Ordinance No. 53-24 is hereby amended to read as follows:

Section 1: For purposes of this Ordinance, the following terms shall have the following meanings:

(a) Town Clock Subarea of the District shall include that area described as follows: Beginning at the intersection of the north right-of-way line of Ninth Street with the east right-of-way line of Central Avenue; thence south along the east right-of-way line of Central Avenue to its intersection with the south right-of-way line of Fourth Street; thence west along the south right-of-way line of Fourth Street to its intersection with the west right-of-way line of Locust Street; thence north along the west right-of-way line of Locust Street to its intersection with the north right-of-way line of Ninth Street, but also including the adjacent City Lots 623 and 624 (Dubuque Museum of Art), the Locust Street Parking Ramp between 8th and 9th Streets and the former U.S. Federal Building located on City Lots 101, 102, 139, 140, and the N 54.5' of City Lots 103 & 138, and the vacated alley between said lots; thence east along the north right-of-way line of Ninth Street to its intersection with the east right-of-way line of Central Avenue, and point of beginning, including all public rights-of-way.

(b) Town Clock Expansion Subarea shall include the following described properties: South 1/2 of City Lot 167, City Lot 168 and City Lot 168A (Iowa Inn property); and Lots 1 & 2 of City Lots 204, 205, 206, 207 and 208, N. 23' of City Lot 263, S. 28.5' of

City Lot 263, N. 1/2 of City Lot 262, S. 1/2 of City Lot 262, N. 1/2 of City Lot 261 (Parking Lot Number 1), all in the City of Dubuque, Iowa and any adjoining public right-of-way.

(c) Old Main Subarea of the District shall include that area generally bounded on the North by Fourth Street, on the West by Locust Street, on the South by the Locust Street Connector and on the East by the U.S. Highway 151/61 right-of-way, including all public rights-of-way.

(d) Upper Main Subarea of the District shall include that area generally bounded on the North by Fourteenth Street, on the West by Locust Street but including City Lots 658A, 659, 660, and the balance of City Lots 658 (Carnegie-Stout Public Library), on the South by the northerly boundary of the Town Clock Subarea and on the East by Central Avenue, and including all public rights-of-way.

(e) Ice Harbor Subarea A of the District shall include that area generally bounded on the north by the public alley located between the vacated Fourth Street and Third Street, on the west by the Chicago, Central and Pacific Railroad right-of-way, on the south by East First Street and on the east by the municipal limits of the City of Dubuque, Iowa and including any adjoining public right-of-way.

(f) Ice Harbor Subarea B of the District shall include that area generally bounded on the north and west by the Chicago, Central and Pacific Railroad right-of-way, on the south by the northerly boundary of Subarea A and on the east by the municipal limits of the City of Dubuque including any adjoining public right-of-way.

(g) Ice Harbor Subarea C of the District shall include Lot 1-2 and Lot 2-2 of Adams Company's 4th Addition, and all that part of Lot 2-1 of Adams Company's 4th Addition lying west of the northerly extension of the westerly line of the Balance of Lot 3 of Adams Company's 2nd Addition, in the City of Dubuque, Iowa including any adjoining public right-of-way.

(h) Warehouse Subarea of the District shall include that area generally bounded by the following description: Commencing as a point of reference at the intersection of the centerlines of 11th Street and Central Avenue in the City of Dubuque, Dubuque County, Iowa, said point being the point of beginning; Thence northeasterly along the centerline of 11th Street to a point of intersection with the centerline of White Street; Thence northwesterly along the centerline of White Street to a point of intersection with the centerline of 12th Street; Thence northeasterly along the centerline of 12th Street and extension thereof to a point of intersection with the centerline of US Highways 151 and 61; Thence southwesterly along the centerline of US Highways 151 and 61 to a point of intersection with the centerline of 4th Street extended; Thence southwesterly along the centerline of 4th Street and extension thereof to a point of intersection with the centerline of Central Avenue; Thence northwesterly along the centerline of Central Avenue to a point of intersection with the centerline of 9th Street; Thence southwesterly along the centerline of 9th Street to a point of intersection with the westerly line of City Lot 259 extended southerly; Thence northwesterly along the westerly line of City Lot 259, and Lots 1 and 2

of the Subdivision of the South ½ of City Lot 261 and City Lot 260 to the southwest corner of the N ½ of City Lot 261; Thence northeasterly along the southerly line of the N ½ of City Lot 261 and extension thereof to a point of intersection with the centerline of Central Avenue; Thence northwesterly along the centerline of Central Avenue to a point of intersection of 11th Street also being point of beginning.

(i) South Main Subarea of the District shall include that area generally bounded by the following description: Commencing as a point of reference at a point of intersection of the centerline of Locust Street with the Locust Street Connector in the City of Dubuque, Dubuque County, Iowa, said point being the point of beginning; Thence northeasterly along the centerline of the Locust Street Connector to a point of intersection with the centerline of US Highways 52, 61, and 151; Thence southeasterly along the centerline of US Highways 52, 61, and 151 to a point of intersection with the centerline of the eastern section of Jones Street extended southwesterly; Thence southwesterly along said extension of the centerline of the eastern section of Jones Street to a point of intersection with the centerline of Main Street; Thence northwesterly along the centerline of Main Street to a point of intersection with the centerline of Jones Street; Thence northwesterly along the centerline of Jones Street to a point of intersection with the easterly line of Lot 2D of vacated Shields Street extended northerly; Thence southeasterly along the easterly line of Lot 2D of vacated Shields Street to the southeasterly corner of said Lot 2D; Thence southwesterly along the southerly lines of Lot A and Lot 2D of vacated Shields Street and Lot 1 of 2 of City Lot 543 extended westerly to a point of intersection with the centerline of Locust Street; Thence northeasterly along the centerline of Locust Street to a point of intersection with the centerline of the Second Street Connector, also being the point of beginning.

(j) South Port Subarea of the District shall include that area generally bounded by the following description: Beginning at a point of reference at the northwest corner of Lot 2 of AA Cooper Wagon Works Block in the City of Dubuque, Dubuque County Iowa, said point being on the southerly right of way line of East First Street; Thence southeasterly along the southerly right of line of East First Street and extension thereof to the municipal limits of the City of Dubuque; Thence southerly along said municipal limits to a point of intersection with the southern right of way line of Railroad Ave. extended easterly; Thence southwesterly along said right of way line extension there to the southeast corner of Lot A, Block 15 Dubuque Harbor Company's Addition; Thence northwesterly along the easterly line of said Lot A to the northerly right of way line of Railroad Ave., and south line of lot 1 of 5 of Block 27 Dubuque Harbor Company's Addition; Thence northwesterly along the westerly lines of lots 1 of 5, 1 of 4, 1 of 3, 1 of 2 and 1 of 1 of said Block 27 to the south line of lot 4A of said Block 17; Thence westerly to the easterly right of way line of vacated Water Street; Thence northwesterly along said easterly line to the southwest corner of lot 2 of said Block 17; Thence westerly along the extension of the southerly line of said Lot 2 to the westerly line of Vacated Water Street; Thence northerly along said westerly right of way line to the southerly corner of Lot 2 of Block 18 of Dubuque Harbor Company's Addition; Thence northwesterly along the westerly line of said Lot 2 to a point of intersection with the southerly right of way line of vacated Charter St; Thence southwesterly along said right of way line and extension

thereof the centerline of South Main Street; Thence northwesterly along said centerline to the northerly line of Lot 5, Block 13 Dubuque Harbor Company's Addition extended northeasterly; Thence southwesterly along said line to the easterly line of Lots 7 and 8 of said Block 13; Thence southeasterly along the easterly lines of said Lots 7 & 8 and extension thereof to the centerline of Charter Street; Thence southwesterly along said centerline to the centerline of Salina Street; Thence northwesterly along said centerline to the northerly line of Lot 1 of Harrison Street Place No. 4 extended northeasterly; Thence southwesterly along the northerly lines of said Lot 1 of Harrison Street Place No. 4 extended to the westerly right of way line of Harrison St.; Thence northerly along the easterly line of Lot 3 of Raymond Baumhover Subdivision to the northeast corner of said Lot 3, thence westerly along the northerly line of said Lot 3 and westerly extension thereof to the centerline of relocated South Locust St; Thence northerly along said centerline to the centerline of Dodge St; Thence easterly along said centerline of Dodge Street to a point of intersection with the westerly line of Lot E of vacated Shields Street extended southerly; Thence northerly along said westerly line to the northwest corner of said lot E; Thence easterly along the north line of said lot E and Lot 6 Block 11 of Dubuque Harbor Company's Addition and extension thereof to the centerline of Main Street; Thence southeasterly along the centerline of Main St. to the centerline of Dodge Street; Thence easterly along the centerline of Dodge St to the intersection of Highway 61/151; Thence northwesterly along said centerline to a point of intersection with the southerly right of way line of East First Street; Thence southeasterly along said right of way line to the point of beginning.

(k) Cable Car Subarea of the District shall include that area generally bounded by the following description: Commencing as a point of reference at the intersection of the centerlines of Second Street and Locust Street in the City of Dubuque, Dubuque County, Iowa, said point being the point of beginning; Thence southeasterly along the centerline of Locust Street to a point of intersection with the centerline of First Street; Thence southwesterly along the centerline of First Street to a point of intersection with the centerline of Bluff Street; Thence northwesterly along the centerline of Bluff Street to a point of intersection with the centerline of Emmett Street; Thence southwesterly along the centerline of Emmett Street to a point of intersection with the centerline of St. Mary's Street; Thence northwesterly along the centerline of St. Mary's Street and to a point of intersection with the northerly line of Cathedral Center extended southwesterly; Thence northeasterly along the northerly line of Cathedral Center to a point of intersection with the westerly right of way line of Bluff Street; Thence northwesterly along said westerly right of way line of Bluff Street and extension thereof to a point of intersection with the centerline of Third Street; Thence southwesterly along the centerline of Third Street to a point of intersection with the westerly line of Lot 1 of the East 78 ft. of the South 100 ft. of Lot 4 of City Lot 692 extended southerly; Thence northwesterly along said westerly line to a point of intersection with the southerly line of Fenelon Point Subdivision; Thence northeasterly along said southerly line to a point of intersection with the westerly line of Lot 2 of 2 of City Lot 692; Thence northwesterly along said westerly line and westerly line of Lot 1 of 2 of City Lot 692 to a point of intersection with the southerly right of way line of W. Fourth Street; Thence northeasterly across W. Fourth Street to the southwest corner of Lot 1 of Evan's Place, said point also being on the northerly right of way line of W.

Fourth Street; Thence northwesterly along the west line of said Lot 1 to the southeast corner of Lot 34 of Cooper Heights Addition; Thence continuing northwesterly along the easterly line of Lots 34, 35, 36 and 37 of Cooper Heights Addition to a point of intersection with the southerly right of way line of W. Fifth Street; Thence northeasterly to a point of intersection in the centerline of W. Fifth Street approximately 270 feet southwesterly of the centerline of Bluff Street; Thence northwesterly along the centerline of W. Fifth Street to a point of intersection with the southerly line of Coriell's Dubuque also being the northerly right of way line of W. Fifth Street; Thence northeasterly along said right of way line of W. Fifth St. to the southwest corner of Lot 1 of City Lot 690; Thence northwesterly along the westerly line of said Lot 1 to the northwest corner of said Lot 1; Thence northeasterly along the northerly line of said Lot 1 to the northeast corner of said Lot 1; Thence southeasterly along the easterly line of said Lot 1 to a point of intersection with the northerly line of the south 62.5 ft. of the north 64 ft. of City lot 617; Thence northeasterly along said northerly line and extension thereof to a point of intersection with the centerline of Bluff Street; Thence southeasterly along the centerline of Bluff Street to a point of intersection with the northerly line of the south 10 ft. of City Lot 138 extended southwesterly; Thence northeasterly along said northerly line and northerly line of the south 10 ft. of the south 34.6 ft. of City Lot 103 and extension thereof to a point of intersection with the centerline of Locust Street; Thence southeasterly along the centerline of Locust Street to a point of intersection with the centerline of Second Street, said point being the point of beginning.

(l) Bluff Street Subarea of the District shall include that area generally bounded by the following description: Commencing as a point of reference at the intersection of the centerlines of W. Sixth Street and Bluff Street in the City of Dubuque, Dubuque County, Iowa, said point being the point of beginning; thence southeasterly along the centerline of Bluff Street to a point of intersection with the northerly line of the south 62.5 ft. of the north 64 ft. of City Lot 617 extended southeasterly; thence southwesterly along said northerly line to the easterly line of Lot 1 of City Lot 690; thence northwesterly along the easterly line of said Lot 1 to the northeast corner of said Lot 1; thence southwesterly along the northerly line of said Lot 1 to the northwest corner of said Lot 1; thence southeasterly along the westerly line of said Lot 1 to a point of intersection with northerly right of way line of W. Fifth Street; thence southwesterly along said right of way line of W. Fifth St. to the southeast corner of the South 73' of Lot 13 of Coriell's Dubuque; thence northwesterly 73' along the easterly line of said South 73' of Lot 13 of Coriell's Dubuque to the northeast corner of the South 73' of Lot 13 of Coriell's Dubuque; thence southwesterly along the northerly line of said South 73' of Lot 13 of Coriell's Dubuque to a point of intersection with westerly line of Lot 13 of Coriell's Dubuque; thence northwesterly along said westerly line of Lot 13 to a point of intersection with the southerly line of Lot 33 of Coriell's Dubuque; thence northeasterly along said southerly line of Lot 33 to a point of intersection with the westerly line of Lot 14 of Coriell's Dubuque; thence northwesterly along said westerly line of said Lot 14 to a point of intersection with the southerly line of Lot 34 of Coriell's Dubuque; thence northeasterly along said southerly line of Lot 34 to the easterly line of Coriell's Dubuque; thence northwesterly along said easterly line Lots 34, 35, 36, 37, 38, and 44 of Coriell's Dubuque to the northwest corner of the North 50' of Lot 1 of City Lot 653; thence northeasterly along the northerly

line of said North 50' of Lot 1 of City Lot 653 to the southeast corner of Lot 1 of McKinlay's Subdivision; thence northwesterly along said easterly line of said Lot 1 and extension thereof to a point of intersection with the centerline of West Eighth Street; thence northwesterly along said centerline of West Eighth Street to a point of intersection with the westerly line of Lot 1 of the Subd'n. of City Lot 688 and part of City Lot 654 extended southerly; thence northwesterly along said westerly line of Lot 1 and extension thereof northerly to a point of intersection with the centerline of West Ninth Street; thence southwesterly along the centerline of West Ninth Street to a point of intersection with the southerly extension of the westerly line of Lot 2 of Lot 12 of Central Addition; thence northwesterly along said westerly right of Lot 2 of Lot 12 to the northwest corner of said Lot; thence northeasterly along the northerly line of said Lot 2 of Lot 12 to the northeast corner of said Lot; thence southeasterly along said easterly line of said Lot 2 of Lot 12 to the southwest corner of Lot 1 of Lot 11 of Central Addition; thence northeasterly along the southerly line of Lot 1 of Lot 11 and Lot 1 of Lot 10 of Central Addition to a point of intersection with the westerly line of Lot 1 of Lot 9 of Central Addition; thence northwesterly along said westerly line of Lot 1 of Lot 9 to a point of intersection with the southerly right of way line of a public alley in Central Addition; thence northeasterly along said southerly line to a point of intersection with the westerly line of Lot 1 of 1 of 10 of Lorimer's Subdivision; thence northwesterly along said westerly line of said Lot 1 of 1 of 10 to the northerly line of Lorimer's Subdivision; thence northeasterly along the northerly line of Lorimer's Subdivision to the southeast corner of a public alley between Corkery's Subdivision and City Lot 655; thence northwesterly along the easterly right of way line of said alley to a point of intersection with West Eleventh Street; thence southwesterly along centerline of West Eleventh Street to a point of intersection with the centerline of Grove Terrace; thence northwesterly along centerline of Grove Terrace to a point of intersection with the northerly right of way line of Arlington Street; thence northeasterly along the northerly right of way line of Arlington Street to the southeast corner of City Lot 769B; thence northwesterly along the easterly line of said City Lot 769B to a point of intersection with the southerly line of Lot 3 of Brown's Subdivision; thence southwesterly along the southerly line of said Lot 3 to the southwest corner of said lot; thence northwesterly along the westerly line of said Lot 3 and extension thereof to a point of intersection with the centerline of Loras Boulevard; thence northeasterly along said centerline to a point of intersection with the centerline of Locust Street; thence southeasterly along the centerline of Locust Street to a point of intersection with the centerline of W. Eleventh Street; thence southwesterly along the centerline of W. Eleventh Street to a point of intersection with the centerline of Bluff Street; thence southeasterly along the centerline of Bluff Street to a point of intersection with the extension of the southerly line of City Lot 658A; thence northeasterly along the southerly line of City Lot 658A extended and the southerly line of City Lot 658, except the southerly one foot thereof, extended to a point of intersection with the centerline of Locust Street; thence southeasterly along the centerline of Locust Street to a point of intersection with the centerline of West Ninth Street; thence southwesterly along the centerline of West Ninth Street to a point of intersection with the centerline of Bluff Street; thence southeasterly along the centerline of Bluff Street to a point of intersection with the centerline of West Eighth Street; thence northeasterly along the centerline of West Eighth Street to a point of intersection with the centerline of Locust Street; thence southeasterly along the centerline of Locust Street to a point of intersection

with the northerly line of City Lot 624 extended northeasterly; thence southwesterly along the northerly line of City Lot 624 extended southeasterly to the centerline of a public alley; thence southeasterly along the centerline of a public alley to a point of intersection with the centerline of W. Seventh Street; thence northeasterly along the centerline of W. Seventh Street to a point of intersection with Locust Street; thence southeasterly along the centerline of Locust Street to a point of intersection with West Sixth Street; thence southwesterly along the centerline of West Sixth Street to a point of intersection with Bluff Street said point being the point of beginning.

(m) South Bluff Street Subarea of the district shall include that area generally bounded by the following description: Commencing as a point of reference at the intersection of the centerlines of Emmett Street and Bluff Street in the City of Dubuque, Dubuque County, Iowa, said point being the point of beginning; thence southeasterly along the centerline of Bluff Street to a point of intersection with the centerline W. First Street; thence southwesterly along the centerline W. First Street to the centerline of Bluff Street; thence southwesterly along the centerline of Bluff Street to a point of intersection with the centerline Dodge Street; thence southwesterly along the centerline Dodge Street to a point of intersection with the easterly line of Lot 3 of City Lot 694 extended southeasterly; thence northwesterly along the easterly line of said Lot 3 of City Lot 694 and Lot 1-1 and 2-1 of City Lot 694 to the southwest corner of Lot 1-2 of City Lot 694; thence northeasterly along said southerly line of said Lot 1-2 of City Lot 694 to the southeast corner of said Lot; thence northwesterly along said easterly line of Lot 1-2 of City Lot 694 to a point of intersection with the southerly line of Lot 12 of Saint Raphael's Addition; thence northeasterly along said southerly line of said Lot 12 and extension thereof to the centerline of St. Mary's Street; thence northwesterly along the centerline of St. Mary's Street to a point of intersection with the centerline of Emmett St.; thence northeasterly along the centerline of Emmett St. to centerline of Bluff Street, said point being point of beginning.

(n) Kerper Boulevard Subarea of the district shall include the following described properties: Lot 1-2, Lot 2-2, Lot 2A, Lot 3 and Lot 6 all in Kerper Industrial Park in the City of Dubuque, Dubuque County, Iowa, also including the entire right of way of Kerper Court and the westerly portion of Kerper Boulevard right of way from the abutting Kerper Court right of way and Lot 3 of Kerper Industrial Park to the centerline of Kerper Boulevard.

(o) Washington Neighborhood Subarea of the district shall include that area generally bounded by the following description: Commencing as a point of reference at the intersection of the centerlines of Central Avenue and Loras Boulevard in the City of Dubuque, Dubuque County, Iowa, said point being the point of beginning; Thence southwesterly along the centerline of Loras Boulevard to a point of intersection with the westerly line of Lot 3 of Brown's Subdivision extended northerly; Thence northerly to the southwest corner of Lot 2-3 of City Lot 667; Thence northwesterly along the westerly line of said Lot 2-3; Thence northeasterly along the northerly line of said Lot 2-3 to a point of intersection with the southeasterly line of Lot 1-3 of City Lot 667; Thence northeasterly along the said southeasterly line to the northeast corner of said Lot 1-3; Thence

southwesterly along the northerly line of said Lot 1-3 to a point of intersection with the easterly right of way line of Montrose Terrace; Thence northwesterly along said the easterly right of way line to a point of intersection with the easterly right of way line of a public alley between D. N. Cooley's Subdivision and Fairview Subdivision; Thence continuing northwesterly along said the easterly alley line to a point of intersection with the southerly right of way line of W. 17th Street; Thence northwesterly crossing W. 17th St. to the most easterly corner of Lot 2-1-1-2 of City Lot 670, said point being at the point of intersection of the north right of way of W. 17th St. and westerly right of way line of W. Locust St.; Thence southwesterly along the north right of way of W. 17th St. to southeast corner of Lot 1-2-2 of City Lot 670; Thence northwesterly along the easterly lines of Lot 1-2-2 and Lot 2-2-2 of City Lot 670 to a point of intersection with the southerly right of way line of Clark St.; Thence northwesterly crossing Clark St. to the southeasterly corner of Welsh Place; Thence northwesterly along the easterly line of said Welsh Place to the northeast corner thereof; Thence southwesterly along the northerly line of said Welsh Place to a point of intersection with the easterly right of way line of a public alley along the westerly side of A. L. Bowen's Subdivision; Thence northwesterly along said easterly right of way line to a point of intersection with the southerly right of way line of Angella Street; Thence southwesterly along said southerly right of way line to the northeast corner of Lot 12 of Gilliam's Subdivision; Thence northwesterly crossing Angella St. to the most southerly corner of Lot 1 of Gilliam's Subdivision said point being on the northerly right of way line of Angella St.; Thence northwesterly along the westerly line of said Lot 1 to a point of intersection with the southerly line of Lot 2 of Alvin Haas Place; Thence southwesterly along the southerly line of Lot 1 and Lot 2 of Alvin Haas Place and the southerly line of the Westerly 40 feet of Lot 3 of Quigley's Subdivision of Out Lot 710 to the most easterly corner of Lot 24 of Quigley's Subdivision of Out Lot 710; Thence westerly along the southerly boundary of Lots 4 through Lots 15 of Quigley's Subdivision Out Lot 710 and the southerly line of Lots 9A, 10 and 11 of Quigley's Subdivision Out Lot 711 to a point of intersection with the easterly right of way line of Pierce Street; Thence northerly along said easterly right of way line and extension thereof to a point of intersection with the northerly right of way line of W. Locust Street; Thence easterly along said northerly right of way line to the easterly right of way line of Foye Street; Thence northerly along said easterly right of way line to a point of intersection with the southerly right of way line of a public alley lying between Almond and W. Locust Sts.; Thence easterly along said southerly right of way line to a point of intersection with the westerly right of way line of Ellis Street; Thence southeasterly along said westerly right of way line to a point of intersection with the northerly right of way line of W. Locust Street; Thence southeasterly crossing Ellis St. to a point of intersection with the easterly right of way line of Ellis St. at the southerly right of way line of Dorgan Place; Thence easterly along said southerly right of way line of Dorgan Place to the northeast corner of Lot 1A of Dorgan's Subdivision No. 2; Thence easterly crossing Dorgan Place to the southwest corner of Lot 5-2 of City Lot 673; Thence northerly along the westerly line of said Lot 5-2 to the northwest corner thereof; Thence easterly along the northerly line of said Lot 5-2 to a point of intersection with the westerly right of way line of Madison Street; Thence easterly crossing Madison St. to the most westerly corner of Lot A-2-1 of City Lot 674, said point being on the easterly right of way line of Madison St. Thence easterly along the northerly line of said Lot A-2-1 to a point of intersection with the easterly right of way line of Main

Street; Thence northerly along said easterly right of way line to the northwest corner of Lot 2-1 of City Lot 674; Thence easterly and continuing northeasterly along the northerly lines of Lot 2-1, Lot 2-2, Lot 2-1-3, Lot 1-2-3 all of the subdivision of City Lot 674 to a point of intersection with the westerly line of Lot 4 of City Lot 674; Thence northwesterly along said westerly line to a point of intersection with the southerly line of Lot 1-1-2 of Duncan's Subdivision; Thence northeasterly along said southerly line and southerly line of Lot 1 and Lot 2 of M. A. Rebman's Subdivision and extension thereof to a point of intersection with the easterly right of way line of Heeb Street; Thence northwesterly along said easterly right of way line to a point of intersection with the northerly right of way line of Clarke Drive; Thence northwesterly along said northerly right of way line to a point of intersection with the easterly right of way line of Heeb Street lying between Central Avenue and Shelby Street; Thence northwesterly along said easterly right of way line to a point of intersection with the southerly right of way line of Kaufmann Avenue; Thence easterly along said southerly right of way line to a point of intersection with the southerly extension of the easterly right of way line of a public alley lying between Central Ave. and Francis Street; Thence northwesterly along said easterly right of way line to a point of intersection with the southerly right of way line of W. 23rd Street; Thence southwesterly along said southerly right of way line to the northwest corner of the East One-Half of Lot 11 of Tivoli Addition; Thence northwesterly crossing W. 23rd St. to the southwesterly corner of Lot 1 of Valeria Place No. 2; Thence northwesterly along the westerly line of said Lot 1 to a point of intersection with the southerly line of Lot 2 of said Valeria Sub. No. 2; Thence southwesterly along the southerly line of said Lot 2 to the southwest corner thereof; Thence northwesterly along the westerly line of said Lot 2 to a point of intersection with the southerly line of Lot 2-1 of Valeria Place; Thence northeasterly along said southerly line to the southeasterly corner of said Lot 2-1; Thence northwesterly along the easterly line of said Lot 2-1 the northeast corner thereof, said point also being the southeasterly right of way line of Carr St.; Thence northwesterly along the easterly right of way line of Carr St. to a point of intersection with the southerly right of way line of W. 24th Street; Thence northeasterly along said southerly right of way line to a point of intersection with the southerly extension of the easterly right of way line of Division Street; Thence northwesterly along said easterly right of way line to the northwest corner of Lot 8 of Wullweber's Subdivision; Thence southwesterly along the southerly line of John King's Subdivision to the southwest corner of the West 33.98 feet of Lot 1-6 of John King's Subdivision; Thence northwesterly along the westerly line of the West 33.98 feet of Lot 1-6 of John King's Subdivision to the northwest corner thereof; Thence northeasterly along the northerly line of said West 33.98 feet to the southwest corner of Lot 1 of the East 329.98 feet of Lot 8 of John King's Subdivision; Thence northwesterly along the westerly line of said Lot 1 to a point of intersection with the southerly line of the NE1/4 of said Lot 8; Thence southwesterly along said southerly line to the southwest corner of said NE1/4 of Lot 8; Thence northwesterly along the westerly lines of the NE1/4 of Lot 8, the SE1/4 of Lot 10, the NE1/4 Lot 10 and the E1/2 of Lot 12 all in John King's Subdivision to the northwest corner of said E1/2 of Lot 12; Thence northeasterly along the northerly line of said E1/2 of Lot 12 to the southwest corner of Lot 1-1-1 of the E1/2 of Lot 14 in John King's Subdivision; Thence northwesterly along the westerly lines of Lot 1-1-1 of the E1/2 of Lot 14 John King's Subdivision to the northwest corner thereof; Thence northeasterly along the northerly line of said Lot 1-1-1 to a point of intersection with the westerly right

of way line of Central Avenue; Thence northeasterly crossing Central Avenue to a point of intersection of the easterly right of way line of Central Avenue and the northerly right of way line of E. 25th Street; Thence northeasterly along said northerly right of way line and extension thereof to a point of intersection with the easterly right of way line of Elm Street; Thence southeasterly along said easterly right of way line to a point of intersection with the northerly right of way line of E. 24th Street; Thence northeasterly along said northerly right of way line and extension thereof to a point of intersection with the easterly right of way line of Windsor Avenue; Thence southeasterly along said easterly right of way line to a point of intersection with the northerly right of way line of E. 22nd Street; Thence northeasterly along said northerly right of way line to a point of intersection with the westerly right of way line of Stafford Street; Thence northeasterly crossing Stafford Street to a point of intersection of the easterly right of way line of Stafford Street and the northerly right of way line of Thomas Place; Thence southeasterly along said easterly right of way line of Stafford Street and extension thereof to a point of intersection with the southerly right of way line of Garfield Avenue; Thence southwesterly along said southerly right of way line to a point of intersection with the centerline of Stafford Street extended southeasterly; Thence southeasterly along the centerline of Stafford Street extended to a point of intersection with the northwesterly line of Lot 2-2 of Kerper Industrial Park; Thence southwesterly along said northwesterly line of Lot 1-2 of Kerper Industrial Park to the northernmost point of Lot 1 of Kerper Industrial Park; Thence southwesterly along the westerly line of said Lot 1 to a point of intersection with the northerly right of way line of E. 16th Street; Thence southwesterly along said northerly right of way line to the easterly right of way line of Pine Street; Thence southeasterly crossing E. 16th Street along said easterly right of way of Pine St. extended to a point of intersection with the southerly right of way line of E. 16th St.; Thence southwesterly along said southerly right of way line to a point of intersection with the easterly right of way line of Elm Street; Thence southeasterly along said easterly right of way line to a point of intersection with the northerly right of way line of E. 15th Street; Thence southwesterly along said northerly right of way line to a point of intersection with the westerly right of way line of Elm Street; Thence southeasterly along said westerly right of way of Elm Street and extension thereof to a point of intersection with the centerline of E. 12th Street; Thence southwesterly along the said centerline of E. 12th Street to a point of intersection with the centerline of White Street; Thence southeasterly along said centerline of White Street to a point of intersection with the centerline of E. 11th Street; Thence southwesterly along said centerline of E. 11th Street to a point of intersection with the centerline of Central Avenue; Thence northwesterly along said centerline of Central Avenue to a point of intersection with the centerline of Loras Boulevard, said point being the point of beginning.

(p) Industrial Harbor Subarea of the district shall include that area generally bounded by the following description: Commencing as a point of reference at the intersection of the centerline of E. 12th Street and the westerly right of way of Elm Street extended southeasterly, in the City of Dubuque, Dubuque County, Iowa, said point being the point of beginning; Thence northwesterly along said westerly right of way line of Elm Street and extension thereof to a point of intersection with the northerly right of way line of E. Fifteenth Street; Thence northeasterly along said northerly right of way line to a point of intersection with the westerly right of way line of a public alley lying between Pine Street

and Maple Street; Thence northwesterly along said westerly right of way line to the northeast corner of the North 35 feet of Lot 255 in East Dubuque Addition # 2; Thence southwesterly along the northwesterly line of said Lot to a point of intersection with the easterly right of way line of Pine Street; Thence northwesterly along said easterly right of way line and extension thereof to the northerly right of way line of E. 16th Street; Thence northeasterly along said northerly right of way line to the southwest corner of Lot 1 of Kerper Industrial Park; Thence northwesterly and continuing northeasterly along the westerly line of said Lot 1 to the most northerly corner thereof; Thence southwesterly along the westerly lines of Lot 1-2 and Lot 2A of Kerper Industrial Park to the southwest corner of said Lot 2A; Thence northeasterly along the southerly line of said Lot 2A to the southeast corner thereof; Thence northwesterly along the easterly line of said Lot 2A to the southwest corner of Lot 6 of Kerper Industrial Park; Thence northeasterly along the southerly line of said Lot 6 to the southeast corner thereof; Thence northwesterly along the easterly line of said Lot 6 to the northeast corner thereof and point of intersection with the southerly right of way line of Kerper Court; Thence northeasterly along said southerly right of way line and extension thereof to a point of intersection with the centerline of Kerper Blvd; Thence northwesterly along said centerline to a point of intersection with the northerly line of Lot 3 of Kerper Industrial Park extended easterly; Thence northwesterly along said extended line to the northeast corner of said Lot 3, said point also being on the westerly right of way line of Kerper Blvd.; Thence northerly along said right of way line to a point of intersection with the northeasterly right of way line of Fengler St.; Thence southeasterly along the extension of said northeasterly right of way line crossing Kerper Blvd. to a point of intersection with the westerly line of Lot 1A of Block 7 River Front Subdivision No. 3, said point being on the easterly right of way line of Kerper Blvd.; Thence southeasterly along said easterly right of way line to a point of intersection with the northerly right of way line of E. 16th Street; Thence southeasterly crossing E. 16th Street to a point of intersection of the south right of way line of E. 16th St. and the east right of way line of Kerper Blvd.; Thence northeasterly along the southerly right of way line of E. 16th St. to a point of intersection with the westerly shore of Peosta Channel; Thence southeasterly continuing along the westerly shore of Mississippi River adjacent to the following: Kerper Blvd., River Front Subdivision No. 2, Part of Government Lot 3, Section 19, T89N, R3E, 5th P.M., Parts of Congressional Lot 8 in Section 19, T89N, R3E, 5th P.M, Dubuque Harbor Improvement Company's Addition, and River Front Subdivision No. 1, to a point of intersection with the northerly line of Ice Harbor Urban Renewal Subarea B, described as "that area generally bounded on the north and west by the Chicago, Central and Pacific Railroad right-of-way, on the south by the northerly boundary of Subarea A and on the east by the municipal limits of the City of Dubuque including any adjoining public right-of-way; Thence northwesterly and continuing southwesterly along the northerly and westerly sides of Ice Harbor Urban Renewal District Subarea B to a point of intersection with the southerly right of way line of E. 4th street; Thence southwesterly along said southerly right of way line to a point of intersection with the centerline of U.S. Highways 61/151; Thence northeasterly along said centerline to a point of intersection with the centerline of E. 12th Street; Thence southwesterly along said centerline to a point of intersection with the westerly right of way line of Elm St. extended, said point being the point of beginning; Excepting therefrom, the East 7th Street Subarea.

(q) East 7th Street Subarea of the district shall include the following described properties: Block 13 Lot 1 of Lot 4, Lot 1 of Lot 5, Lot 1 of Lot 6, and Lots 7, 8, 9, 10, 11, 12, 13 and 14; and Block 16 Lots 1, 2, 3, 4 and 5; and Block 17 Lots A, B, C, D, E, F, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15, Lot 1 of Lot 16, Lot 1 of Lot 1 of Lot 17, Lot 2 of Lot 1 of Lot 18, Lot 2 of Lot 20, Lot 2 of Lot 21, Lot 2 of Lot 22, Lot 2 of Lot 23, Lot 2 of Lot 24, Lot 2 of Lot 25, Lot 2 of Lot 26, Lot 2 of Lot 27, Lot 3 of Lot 28, Lot 3 of Lot 29, Lot 3 of Lot 30, Lot 3 of Lot 31, Lot 3 of Lot 32, all in the Dubuque Harbor Improvement Co.'s Addition, Township 89 North, Range 3 East of the 5th P.M., Dubuque County, Iowa and any adjoining public right-of-way.

(r) Chaplain Schmitt Subarea of the district shall include the following described properties: All of that part of the City of Dubuque lying easterly of the Peosta Channel also known as Chaplain Schmitt Island and the area lying east of the easterly right of way line of Kerper Boulevard between the centerline of U.S. Highway 61/151 and the southerly right of way line of E. 16th Street in Sections 17, 18, 19 and 20, T89N, R3E, 5th P.M. in the City of Dubuque, Dubuque County, Iowa.

(s) North Kerper Boulevard Subarea of the district shall include that area generally bounded by the following description: Commencing as a point of reference at the point of intersection of the centerline of U.S. Highways 61 and 151 with the easterly right of way line of Kerper Boulevard in the City of Dubuque, Dubuque County, Iowa, said point being the point of beginning; Thence northwesterly along the easterly right of way line of Kerper Boulevard to a point of intersection with the northeasterly right of way line of Fengler Street extended; Thence northwesterly along said line crossing Kerper Boulevard right of way to the southerly most corner of Lot 1, Block 19 River Front Subdivision No. 3; Thence southeasterly crossing Fengler Street right of way to the northeast corner of Lot 3 of River Front Subdivision No. 4, said point being a point of intersection of the southwesterly right of way line of Fengler Street with the westerly right of way line of Kerper Boulevard; Thence continuing southeasterly along said westerly right of way line of Kerper Boulevard to the northeast corner of Lot 3 of Kerper Industrial Park; Thence westerly and northwesterly along to north line of said Lot 3 to a point of intersection with the westerly line of Kerper Industrial Park; Thence northeasterly along said westerly line to the northwest corner of Kerper Industrial Park; Thence southeasterly along the northerly line of Kerper Industrial Park to the southwest corner of Lot 1 of Lot 2 of Lot 20 of Jaeger's Subdivision, said point being on the southeasterly right of way line of Peosta Street; Thence northeasterly along said right of way line to a point of intersection with the southerly line of Lot 2 of Giese Subdivision; Thence southwesterly along said southerly line to the southeast corner of Lot 2 of 19 of Jaeger's Subdivision; Thence northeasterly along the easterly line of said Lot 2 of 19 to the northeast corner of said Lot 2 of 19, said point also being on the westerly boundary of Block 19 of River Front Subdivision No. 3; Thence northeasterly along said westerly boundary to the northwest corner of Block 18, River Front Subdivision No. 3; Thence continuing northeasterly along the westerly boundary of Block 18 and Block 17 of River Front Subdivision No. 3 to a point of intersection with the southwesterly corner of Lot 1 of part of Lot 8 in McCraney's First Addition; Thence continuing northeasterly along the westerly lines of Lot 1 of part of Lot 8, Lot 1 of part of Lot 7, Lot 1 of Lot 2 of part of Lot 6, Lot 1 of part of Lot 6, Lot 1 of

part of Lot 5, Lot 1 of part of Lot 4, Lot 1 of part of Lot 3, Lot 1 of part of Lot 2, the East 25 feet of part of vacated Marshall St., and Lot 2 of Lot 2 of Lot 1 all in McCraney's First Addition to the southwest corner of Lot 1 of Lot 2 of part of Lot 115 in Ham's Addition; Thence northeasterly along the westerly lines of Lot 1 of Lot 2 of part of Lot 115 and Lot 1 of part of Lot 114 all in Ham's Addition to the most westerly corner of Lot 1 of Bradley Place; Thence northeasterly along the westerly lines of Lot 1 and Lot 2 of Bradley Place to the most westerly corner of Lot 1 Block 15 of River Front Subdivision No. 3; Thence northeasterly along the northwesterly line of said Lot 1 Block 15 and continuing along the northwesterly line of Lot 2 of said Block 15 to the most westerly corner of Lot 2 of In-Futuro Subdivision No. 1; Thence continuing northeasterly along the northwesterly line of In-Futuro Subdivision No. 1 and continuing along the northwesterly line of Lots 1 and 2 of Reidl Place to the southwest corner of Lot 1 of Block 14 of River Front Subdivision No. 3; Thence northeasterly along the northwesterly line of said Block 14 to the most westerly corner of Block 13 of River Front Subdivision No. 3; Thence continuing northeasterly along the northwesterly line of Blocks 13, 12, 11, 10 and 9 to the northerly most corner of Lot 1 Block 9 River Front Subdivision No. 3; Thence continuing northeasterly along the northwesterly line of Lot 2 and Lot 2A, Block 9 River Front Subdivision No. 3 to the northerly most corner of said Lot 2A; Thence southeasterly along the northeasterly line of said Lot 2A to the northeast corner of said lot; Thence southwesterly along the southeasterly line of said Lot 2A to the most westerly corner of Lot 178 of Ham's Addition; Thence southeasterly along the southwesterly lines of Lots 178 and 59 of Ham's Addition to the southerly most corner of said Lot 59, said point also being the point of intersection of the northeasterly right of way line of Farragut Street with the northwesterly right of way line of Kerper Boulevard; Thence northeasterly along said Kerper Boulevard right of way line and extension thereof to a point of intersection with the northeasterly right of way line of Hawthorne Street; Thence southeasterly along the northeasterly and easterly right of way line of Hawthorne Street and Hawthorne Street Extension to a point of intersection with the southwesterly right of way line of Lake Street; Thence southwesterly and northwesterly along said right of way line of Lake Street to a point of intersection with the southerly right of way line of Harbor Street; Thence southwesterly along said Harbor Street right of way line to the northeast corner of Lot 1 Block 4 River Front Subdivision No. 3; Thence southeasterly along the northeasterly line of said Lot 1 and continuing along the northeasterly line of Lot 1 Block 3 of River Front Subdivision No. 3 to the most easterly corner thereof; Thence southwesterly along the southeasterly line of said Lot 1 Block 3 to the easterly most corner of Block 1 of River Front Subdivision No. 5; Thence southwesterly along the southeasterly line of said Block 1 River Front Subdivision No. 5 to the northerly right of way line of Hamilton Street Extension; Thence southwesterly crossing Hamilton Street Extension right of way to the easterly most corner of Lot 2 of 3 of 1 Block 5 River Front Subdivision No. 3; Thence continuing southwesterly along the original easterly boundary line of Blocks 5, 6 and 7 of River Front Subdivision No. 3, to the southerly most corner of Lot 2 of said Block 7, said point being the northeast corner of Lake Peosta Subdivision; Thence southerly along the easterly line of Lake Peosta Subdivision to a point of intersection with the centerline of U.S. Highways 61 and 151; Thence southwesterly along said centerline to a point of intersection with the easterly right of way line of Kerper Boulevard, said point of being the point of beginning; Excepting therefrom the Quebecor Economic Development District described as Lot 1 of McGraw-

Hill, Key City Plating Replat in the City of Dubuque, Dubuque County, Iowa, and any adjoining public rights of way.

Excluding therefrom the following described properties:

Lots 6, 7, 8, and 9 in Block 1 of "River Front Subdivision No. 5" in the City of Dubuque, Iowa; and

Lot 2 of Subdivision of Lot 1 of Lot 1 in Block 1 of "Riverfront Subdivision No. 5", in the City of Dubuque, Iowa; and

Lot 2 of Subdivision of Lot 1 of Lot 1 in Block 1 of "Riverfront Subdivision No. 5", in the City of Dubuque, Iowa; and

Lot 2 of Subdivision of Lot 1 in Block 1 of "Riverfront Subdivision No. 5", in the City of Dubuque, Iowa; and

Lot 5, in Block 1, in "River Front Subdivision No. 5" in the City of Dubuque, Iowa; and

Lot 1-2 of Block 2 in River Front Subdivision No. 3, in the City of Dubuque, Iowa.

(t) Quebecor Subarea of the district shall include the following described properties: Lot 1 of McGraw-Hill, Key City Plating Replat in the City of Dubuque, Dubuque County, Iowa, and any adjoining public rights of way.

(u) Harrison Street Subarea of the district shall include the following described properties: Lot 1 and Lot 2 of Harrison Street Place No. 2, Lot 1 and Lot 2 of Harrison Street Place No. 4, and Lot 1 of Harrison Street Place No. 5 all in the City of Dubuque, Dubuque County, Iowa and any adjoining public rights of way.

(v) Holy Ghost Subarea of the district shall include the following described properties: Lot 1 of 1 and 2 of 1 of Paragon Square in the City of Dubuque, Dubuque County, Iowa; and also including the public right of way of Central Avenue abutting thereto; and

Lot 1, Lot 2, Lot 1 of 3, Lot 2 of 3, and Lot 4 all of "Dunn's Subdivision"; and Lot 2 of Lot 1 of Lot 2 of Lot 1 of Lot 18 of "John King's Dubuque"; in the City of Dubuque, Iowa; and

A part of Central Avenue right of way described as follows:

Commencing at the southeasterly corner of Lot 2-1 of Paragon Square; thence southeasterly along the westerly right of way line of Central Avenue a distance of approximately 2,655 feet to the northeasterly corner of Lot 1 of Lot 1 of Lot 1 of the East Half of Lot 14 in John King's Dubuque; thence northeasterly crossing Central Avenue to a point of intersection with the easterly right of way line of Central

Avenue and the northerly right of way line of East 25th Street; thence northwesterly along the easterly right of way line of Central Avenue approximately 2,673 feet to a point of intersection with said easterly right of way line and the easterly extension of the south line of Lot 2-1 of Paragon Square; thence southwesterly crossing Central Avenue to the Point of Beginning.

(w) Almond Street Subarea of the district shall include the following described properties: Commencing at the intersection of the easterly right of way of Foye Street and the southerly right of way line of the public alley lying between Almond Street and West Locust Street; thence easterly along said southerly right of way line to a point of intersection with the westerly right of way line of Ellis Street; thence northwesterly along said westerly right of way line to the northeast corner of Lot 53 in Cox's Addition; thence northerly along the east line of that part of the vacated alley adjacent to Lots 53 and 54 in Cox's Addition approximately 20 feet to the northeasterly corner thereof; thence westerly along the north line of said vacated alley adjacent to said Lots 53 and 54 approximately 78 feet to the northwest corner thereof; thence southerly along the west line of said vacated alley adjacent to said Lots 53 and 54 approximately 20 feet to the southwest corner thereof and the northeasterly corner of Lot 55 in Cox's addition; thence easterly along the north line of Lots 55 thru 66 in Cox's addition to the northwest corner of Lot 66 in Cox's Addition; thence southerly along the west line of said Lot 66 to a point of intersection with the northerly line of Lot 11 in Buettel's Subdivision; thence west along the north line of Lot 11, Lot 2-10 and Lot 1-10 of Buettel's Subdivision to a point of intersection with the easterly right of way line of Foye Street; thence southerly along said easterly right of way line to the Point of Beginning.

(x) North End Subarea of the district shall include the following described properties:

Beginning at the intersection of the easterly right of way line of Elm Street and the northerly right of way line of East 25th Street; thence northerly along the easterly right of way line of Elm Street to the southerly right of way line of East 26th Street; thence northerly across the East 26th Street right of way to the southwest corner of Lot 283 of Glendale Addition No. 3; thence northwesterly along the westerly lines of Lots 283 to 294, inclusive, of Glendale Addition No. 3 to the southerly right of way line of East 27th Street; thence northerly across the East 27th Street right of way to the southwest corner of Lot 210 of Glendale Addition; thence northwesterly along the westerly lines of Lots 210 to 221, inclusive, of Glendale Addition to the southerly right of way of East 28th Street; thence northerly across the East 28th Street right of way to the southwest corner of Lot 134 of Glendale Addition No. 2; thence northwesterly along the westerly lines of Lots 134 to 140, inclusive, of Glendale Addition No. 2, and Lots 1, 2, and 3 of Glendale Addition No. 4, and Lot 145 Glendale Addition No. 2 to the southerly right of way line of East 29th Street; thence northerly across the East 29th Street right of way to the southwest corner of Lot 61 of Glendale Addition; thence northwesterly along the westerly lines of Lots 61 to 72, inclusive, of Glendale Addition to the southerly right of way line of East 30th Street; thence northerly across the East 30th Street right

of way to the to the southeast corner of a Part of Lot 8 of Mineral Lot 322 as shown on the Final Plat of Liebe's Subdivision No. 3, also being a point on the westerly line of Lot 1-2-1 of Becker Place, also being a point on the northerly right of way of East 30th Street; thence southwesterly along the northerly right of way of East 30th Street to a point on the easterly right of way of Central Avenue; thence southeasterly along the easterly right of way line of Central Avenue to the northerly line of East 25th Street; thence northeasterly along the northerly line of East 25th Street to the point of beginning; and

Beginning at the intersection of the northerly right of way line of Diagonal Street and the westerly right of way line of Central Avenue; thence southerly along the westerly right of way line of Central Avenue to the northeast corner of Lot 1 of Lot 1 of Lot 1 of the East Half of Lot 14 in John King's Dubuque; thence southwesterly along the northerly line of said Lot 1 of Lot 1 of Lot 1 of the East Half of Lot 14 of John King's Dubuque to the northwest corner thereof, thence southeasterly along the west line of said Lot 1 of Lot 1 of Lot 1 of the East Half of Lot 14 of John King's Dubuque to the southwest corner thereof; thence southwesterly along the southerly line of the East Half of John King's Dubuque to the southwest corner thereof; thence southeasterly along the east lines of the West Half of Lots 12, 10, and Northwest Quarter of 8 of John King's Dubuque to the southeast corner of the Northwest Quarter of Lot 8 of John King's Dubuque; thence northeasterly along the northerly line of Lot 2 of the East 329.98' of the Southwest Half of Lot 8 of John King's Dubuque to the northeast corner of said lot; thence southeasterly along the easterly line of said lot to the southeast corner of said lot; thence southwesterly along the southerly line of said lot to the northeast corner of Lot 2 of Lot 6 of John King's Dubuque; thence southeasterly along the easterly lines of Lot 2 of Lot 6 and Lot 3 of Lot 6 of John King's Dubuque to the southeast corner of said Lot 3 of Lot 6; thence northeasterly along the southerly line of the Lot 6 of John King's Dubuque to the easterly right of way line of Division Street; thence southeasterly along the easterly line of Division Street and its southerly extension to the southerly right of way line of West 24th Street; thence southwesterly along the southerly right of way line of West 24th Street to the easterly right of way line of Carr Street; thence southeasterly along the easterly right of way line of Carr Street to the easterly extension of the north line of Lot 2 of Brewery Addition; thence southwesterly along the northerly line of Lot 2 of Brewery Addition to the southeast corner of Lot 6 of Gerald Scherrer Subdivision; thence northwesterly along the easterly line of Lot 6 of Gerald Scherrer Subdivision to the northeast corner of Lot 6 of Gerald Scherrer Subdivision and a point on the westerly right of way line of Broadway Street; thence northwesterly along the westerly right of way line of Broadway Street to the westerly extension of the northerly right of way line of Diagonal Street; thence southeasterly along said right of way and extension to the point of beginning; and

Lot 1-239 of Davis Farm Addition and Lot 1-1-5 of Kiene & Altman's Subdivision; and

Lots 1-4 & 2-1-5 of Kiene & Altmans Subdivision; and

Lot 1-2 And 1-3 of Kiene & Altmans Subdivision; and
Lot 1-1 of Kiene & Altman's Subdivision; and
Lot 1-1-1-241 of Davis Farm Addition; and
Lot 2-1-1-241 & Lot 1-242 of Davis Farm Addition; and
Lot 1-243 of Davis Farm Addition; and
Lot 1-1-244 of Davis Farm Addition; and
The South 26' of Lot 245 Davis Farm Addition; and
The North 34' of Lot 245 Davis Farm Addition; and
The East 1/2 of Lot 246 Davis Farm Addition; and
The West 1/2 of Lot 246 Davis Farm Addition; and
Lot 247 of Davis Farm Addition; and
Lot 248 of Davis Farm Addition; and
Lot 249 of Davis Farm Addition; and
The East 1/2 of Lot 250 of Davis Farm Addition; and
The West 1/2 of Lot 250 of Davis Farm Addition; and
Lot 251 and the South 1/2 of Lot 252, of Davis Farm Addition; and
Lot 253 and the North 1/2 of Lot 252, of Davis Farm Addition; and
Lot 254 of Davis Farm Addition; and
Lot 255 of Davis Farm Addition; and
The South 1/2 of Lot 256 of Davis Farm Addition; and
The South 31.3' of the North 1/2 of Lot 256 of Davis Farm Addition; and
The North 28.7' of the North 1/2 of Lot 256 of Davis Farm Addition; and
Lot 257 of Davis Farm Addition; and

Lot 258 of Davis Farm Addition; and

Lot 259 of Davis Farm Addition; and

Lot 260 of Davis Farm Addition; and

Lot 261 of Davis Farm Addition; and

Lot 262 of Davis Farm Addition; and

The South 23.5' of The East 112' of Lot 263 of Davis Farm Addition; and

The East 114' of the North 36'6" of Lot 263 of Davis Farm Addition, and also including the Public Right of Way of West 28th Street abutting thereto; and

The North 36.5' and South 23.5' of the West 114' of Lot 263 of Davis Farm Addition, and also including the Public Right of Way of West 28th Street abutting thereto; and

Lot 2-265 of Davis Farm Addition, and also including the Public Right of Way of West 28th Street abutting thereto; and

Lot 1-265 of Davis Farm Addition, and also including the Public Right of Way of West 28th Street abutting thereto; and

Lot 2-1 of G R West's Addition and Lot 1-266 of Davis Farm Addition; and

Lot 2-1-1 of G R West's Addition; and

Lot 1-1-1 of G R West's Addition and Lot 2-266 of Davis Farm Addition; and

The South 39'6" of Lot 2 of G R West's Dubuque; and

The North 20.5' of Lot 2 & and the South 3' of Lot 3 of G R West's Addition; and

Lot 2 of the North 57' of Lot 3 of G R West's Addition; and

Lot 1 of the North 57' of Lot 3 of G R West's Addition; and

Lot 4 of G.R. West Addition; and

Lot 2 of Paragon Square; and

Lot 2-3 and 2-4 McDaniel's Park Hill, and Lots 8 and 1-9 of G.R. West's Addition; and

Lot 2-9 of G R West's Addition; and

Lots 10, the West 310' of the North 65' of Lot 2 -11, and the South 55' of Lot 2-11, all in G R West's Addition; and

Lot 1 of 11 and the East 20' of the North 65' of Lot 2 of G R West's Addition; and

All that part of the Central Avenue right of way lying south of the northerly right of way line of West 30th Street and north of the easterly extension of the northerly line of Lot 1 of 1 of Paragon Square; and

All that part of the West 30th Street right of way lying west of the easterly right of way line of Central Avenue.

All in the City of Dubuque, Dubuque County, Iowa.

(y) University Avenue Corridor Subarea of the district shall include the following described properties:

All that part of the Pennsylvania Avenue right of way lying north of the northerly right of way line of University Avenue and lying south of the northerly extension of the westerly line of Lot 2-1-1-1-2-1 of Mineral Lot 256; and

All that part of the University Avenue right of way lying east of the southerly extension of the west line of Lot 1-137 of Finley Waples and Burton Addition, and lying west of the southerly extension of the westerly line of Lot 2 of Lot 12 of Central Addition; and

All that part of the 9th Street right of way lying south of the centerline of 9th Street, lying east of the southerly extension of the westerly line of Lot 2 of Lot 12 of Central Addition, and lying west of the northerly extension of the westerly line of Lot 1 of the Subdivision of City Lot 688 and Part of City Lot 654; and

All that part of the Finley Street right of way lying south of the southerly right of way line of University Avenue and lying north of the westerly extension of the south line of the Northwest 95' of Lot 19 of Finley Waples and Burton Addition; and;

All that part of the Asbury Road right of way lying north of the northerly right of way line of University Avenue and lying south of the easterly extension of the southerly line of the East 100' feet of Lot 159 of Finley Addition; and

All that part of the Irving Street right of way lying north of the northerly right of way line of University Avenue and lying south of the easterly extension of the northerly line of Lot 2 of Lot 2 of Lot 1 of Lot 1 of Lot 14 of Mineral Lot 172; and

All that part of the Loras Boulevard right of way lying east of the northerly right of way line of University Avenue and lying west of a line connecting the northeast corner of Lot 2-3-13 of Mineral Lot 172 and the southeast corner of Lot 1-249 of Woodlawn Park Addition; and

All that part of the Delhi Street right of way lying south of the southerly right of way line of University Avenue and lying north of the southerly extension of the easterly line of Lot 2-1 of Schwind's Place; and

All that part of the North Grandview Avenue right of way lying south of the easterly extension of the south line of Lot 7 of Tschirgi and Schwind's Subdivision and lying north of the northerly right of way line of University Avenue; and

All that part of the North Grandview Avenue right of way lying south of the southerly right of way line of University Avenue and lying north of a line parallel to and 150' south of the southerly right of way line of University Avenue; and

All that part of the McCormick Street right of way lying south of the southerly right of way line of University Avenue and lying north of the easterly extension of the south line of Lot 1 of Herbst's Subdivision; and

Lot 1-137 of Finley Waples & Burton's Addition; and

Lot 1-136 and 2-137 of Finley Waples & Burton's Addition; and

Lot 1-232 of Finley Addition; and

Lot 229 of Finley Addition; and

Lot 130 of Finley Waples & Burton's Addition; and

Lot 131 of Finley Waples & Burton's Addition; and

Lot 132 of Finley Waples & Burton's Addition; and

Lot 133 of Finley Waples & Burton's Addition; and

The Northwest 95' of Lot 19 of Finley Waples & Burton's Addition; and

The North 95' of Lot 18 of Finley Waples & Burton's Addition; and

Lot 17 of Finley Waples & Burton's Addition; and

The Northwest 25' of Lot 2 of Finley Addition, and all adjacent Alley right of way; and

The Southeast 41' of Lot 2 in Finley Addition, and all adjacent Alley right of way; and

Lot 1-1 and 2-1 in Finley Addition, and all adjacent Alley right of way; and

Lot 1 of Mineral Lot 170, and all adjacent Alley right of way; and

Lot 4, 1-3, 2-3, 2-2 and 1-2, all in Mineral Lot 170 and all adjacent Alley right of way; and

Lot 5 and Lot 2-6 of Mineral Lot 170; and

Lot 1-6 and 2-7 of Mineral Lot 170 and Lot 2-2-1-1-1-14 of Mineral Lot 172; and

The West 2' of Lot 1 of the Subdivision of Lot 13 of Mineral Lot 172 and Lot 2-13 of Mineral Lot 172 and Lot 2 Mabel's Subdivision; and

The East 58' of Lot 1 of Lot 13 of Mineral Lot 172, and Lot 2 of Lot 3-13 of Mineral Lot 172, and Lot 2A of Lot 1-4-13 of Mineral Lot 172; and

Lot 2-8 of City Lot 703 and Lot 2-2-9 of City Lot 703; and

Lot 1 of Herbst's Subdivision; and

Lot 1-1 and Lot 2-1 of Schwind's Place.

All in the City of Dubuque, Dubuque County, Iowa.

(z) West Locust Corridor Subarea of the district shall include the following described properties:

All that part of the West Locust Street right of way lying east of the southerly extension of the westerly line of Lot 2-1-1-1-1-2 of Clarke College Place and lying west of the northerly extension of the easterly right of way line of Pierce Street; and

All that part of the Pierce Street right of way lying south of the southerly right of way line of West Locust Street and lying north of the easterly extension of Lot 1 of Lot 1 of Connolly's Subdivision; and

All that part of the Kirkwood Street right of way lying south of the southerly right of way line of West Locust Street and lying north of the northerly extension of the west line of Lot 5 of Union Avenue Subdivision; and

All that part of the right of way of the alley lying adjacent to and east of Kingdom Hall Place and Lot 1 of the West 1074' of Lot 64 in Littleton and Sawyer's Addition,

lying north of the northerly right of way of West Locust Street and lying south of the easterly extension of the northerly line of Lot 1 of the West 1074' of Lot 64 in Littleton and Sawyer's addition; and

All that part of the Rosedale Avenue right of way lying south of the southerly line of West Locust Street and lying north of the easterly extension of the southerly line of Lot 42 of Wm. Blake's Addition; and

All that part of the right of way of the alley lying adjacent to and east of Lot 2-12B of Wood's Addition, lying south of the easterly right of way of Rosedale Avenue and lying north of the easterly extension of the southerly line of said Lot 2-12B; and

All that part of the Alta Vista Street right of way lying south of Lot 24D of A. P. Wood's Addition and lying north of the easterly extension of the southerly line of Lot 20 of A. P. Wood's Addition; and

All that part of the Williams Street right of way lying east of the easterly right of way line of Alta Vista Street and lying west of westerly right of way line of Blake Street; and

All that part of the north half of the Bellevue Street right of way lying east of the easterly right of way line of Alta Vista Street and lying west of the westerly right of way line of Blake Street; and

All that part of the Blake Street right of way lying south of the southerly right of way line of West Locust Street and lying north of the westerly extension of the centerline of Vacated Bellevue Street adjacent to Lot 90 in A. P. Woods Addition; and

Lot 5 and East 10' of Lot 4 Ellen Blake's Subdivision; and

The South 150' of the West 40' of Lot 4 Ellen Blake's Subdivision; and

The North 170' of the West 40' of Lot 4 Ellen Blake's Subdivision; and

Lot 3 of Ellen Blake's Subdivision; and

Lot 2 of Ellen Blake's Subdivision; and

Lot 1 of Ellen Blake's Subdivision; and

The East 235' of Lot 64 of Littleton & Sawyer's and Lot 2 of Mineral Lot 93A and the Balance of Lot 2 of Mineral Lot 95; and

All of Kingdom Hall Place; and

Lot 1 of the West 1074' of Lot 64 of Littleton & Sawyer's Addition; and

Lot 2-1-1-1 and Lot 1-2-1-1 of Wm. Blake's Addition, and Lot 2 & Lot 2-1 of Part of Mineral Lot 184; and

Lot 1-1-1-1 and Lot 2-2-1-1 of Wm. Blake's Addition; and

Lot 2 and Lot 2-1 of Wm. Blake's Addition; and

Lots 1-3 and Lot 2-4 of Wm. Blake's Addition; and

Lot 2-3 and 1-4 of Wm. Blake's Addition; and

Lots 5 to 19, inclusive, of Wm. Blake's Addition; and

Lots 2-11, 2-12, and the East 30' of Lot 2-10 in Southview Heights, also Lots 20, 21 and the East 30' of Lot 22 of Wm. Blake's Addition; and

The West 70' of Lot 22 of Wm. Blake's Addition and Lot 2-9 and the West 20' of Lot 2-10 of Southview Heights; and

Lot 1-23 of Wm. Blake's Addition and Lots 2-2-7 and 1-2-8 of Southview Heights; and

Lots 2-23 and the East 50' of Lot 24 of Wm. Blake's Addition and Lots 2-6, 1-2-7, and 2-2-8 of Southview Heights; and

The West 50' of Lot 24 of Wm. Blake's Addition and Lot 2-5 of Southview Heights; and

Lot 25 of Wm. Blake's Addition; and

Lot 26 Wm. Blake's Addition; and

Lot 27 of Wm. Blake's Addition and Lot 2-1-1-1-2 of Clarke College Place; and

Lots 29 to 42, inclusive, of Wm. Blake's Addition; and

Lot 2 of Lot 43 of Wm. Blake's Addition; and

Lot 2 of Lot 44 of Wm. Blake's Addition; and

Lot 2 of Lot 45 of Wm. Blake's Addition; and

Lot 2 of Lot 46 of Wm. Blake's Subdivision; and

Lot 2 of Lot 12B of Wood's Addition; and

Lots 20, 21, and 22 of A. P. Wood's Addition; and

Lot 23 of A. P. Wood's Addition; and

Lot 2-24 and 2-24A of A. P. Wood's Addition; and

Lot 24D of A. P. Wood's Addition; and

Lot 24C of A. P. Wood's Addition; and

Lots 24B to 36B, inclusive, of A. P. Wood's Addition; and

Lots 25A to 36A, inclusive, of A. P. Wood's Addition; and

The North 40' of Vacated Williams Street in A. P. Wood's Addition; and

Lots 25 to 36, inclusive, of A. P. Wood's Addition; and

Lots 6 to 10, inclusive, and the North 1/2 and South 1/2 of Lot 5, all of Lot 98A of A. P. Wood's Addition; and

Lot 4-98A of Wood's Addition; and

Lot 3-98A of A. P. Wood's Addition; and

Lot 2-98A of A. P. Wood's Addition; and

Lot 1-98A of A. P. Wood's Addition; and

Lots 90 to 98, inclusive, in A. P. Wood's Addition, and the northerly 1/2 of Vacated Bellevue Street abutting said lots 90 to 98, in A.P. Wood's Addition; and

Part of the North 1/2 of Vacated Bellevue Street Lying South of McGrath's Subdivision Southeast 1/4 Northeast 1/4 Section 23, T89N, R2E in the City of Dubuque; and

Part of Vacated Bellevue Street lying between McGrath's Subdivision and Kirkwood Place in the City of Dubuque; and

Lot 1 and Lot 2-2 of McGrath's Subdivision; and

Lots 3 and 4 and Lot 1-2, all in McGrath's Subdivision; and

Lot 5 of McGrath's Subdivision; and

Lot 6 of McGrath's Subdivision; and

Lot 1 of Mineral Lot 95; and

Lot 9 of McGrath's Subdivision; and

Lots 7 and 8 of McGrath's Subdivision; and

Lot 10 of McGrath's Subdivision; and

Lots 2 to 5, inclusive, of Union Avenue Subdivision #2; and

Lot 1 of Union Avenue Subdivision #2 and Lot 2 of Mosher's Subdivision; and

Lot 1-3, 1-2, and 1-1 of Connolly's Subdivision, and Lot 1 of Part of City Lot 711.

All in the City of Dubuque, Dubuque County, Iowa.

(aa) Dubuque Brewing and Malting Subarea of the district shall include the following described properties:

Beginning at the intersection of the northerly right of way line of East 30th Street and the westerly right of way line of Jackson Street; thence northeasterly along the northerly right of way line of East 30th Street to the southeast corner of a Part of Lot 8 of Mineral Lot 322 as shown on the Final Plat of Liebe's Subdivision No. 3, also being a point on the westerly line of Lot 1-2-1 of Becker Place, thence northwesterly along the easterly lines of Part of Lot 8 and Part of Lot 7 as shown on the Final Plat of Liebe's Subdivision, Lot 1-6 of Mineral Lot 322, and Lot 4A of Mineral Lot 322 and its northerly extension to a point on the northerly right of way line of East 32nd Street; thence southwesterly along the northerly right of way line of East 32nd Street to the westerly right of way line of Jackson Street; thence southeasterly along the westerly right of way line of Jackson Street to the westerly extension of the northerly line of Lot 2 of Liebe's Subdivision No. 2; thence northeasterly along said northerly line and westerly extension to the northeast corner of said Lot 2; thence southeasterly along the easterly line of Lots 1 and 2 of Liebe's Subdivision No. 2 to the southeast corner of Lot 1 of Liebe's Subdivision No. 2; thence southeasterly across Liebe Street right of way to the northeast corner of Lot 1 of Liebe's Subdivision No. 1; thence southeasterly along the easterly lines of Lots 1 and 2 of Liebe's Subdivision No. 1 to the southeast corner of Lot 2 of Liebe's Subdivision No. 1; thence southwesterly along the southerly line of said Lot 2 and its westerly extension to the westerly right of way of Jackson Street; thence southeasterly along the westerly right of way of Jackson Street to the point of beginning.

(bb) 15th Street Subarea of the district shall include that area generally bounded

by the following description: Beginning at the intersection of the northerly right of way line of East 15th Street and the easterly right of way line of Elm Street in the City of Dubuque, Dubuque County, Iowa;

Thence northeasterly along the northerly right of way line of East 15th Street to a point of intersection with the westerly right of way line of a public alley lying between Pine Street and Maple Street; Thence northwesterly along said westerly right of way line to the northeast corner of the North 35 feet of Lot 255 in East Dubuque Addition # 2; Thence southwesterly along the northwesterly line of said Lot to a point of intersection with the easterly right of way line of Pine Street; Thence northwesterly along said easterly right of way line to the southerly right of way line of E. 16th Street; Thence southwesterly along said southerly right of way line to a point of intersection with the easterly right of way line of Elm Street; Thence southeasterly along said easterly right of way line to a point of intersection with the northerly right of way line of E. 15th Street, said point being the point of beginning.

(cc) Lower Kaufmann Subarea of the district shall include the following described properties:

All that part of the Public Alley right of way between Francis Street, Central Avenue, Kaufmann Avenue, and West 23rd Street lying north of the north right of way line of Kaufmann Avenue and south of the easterly extension of the south line of the North Half of Lot 19 in Tivoli Addition; and

Lots 4, 5, 6, 7, and 8, all in the Subdivision of Lot 20 and the South 1/2 of Lot 19 Tivoli Addition; and

Lot 3 of the Subdivision of Lot 20 and of South 1/2 of Lot 19 Tivoli Addition; and
Lot 2 of the Subdivision of Lot 20 and of South 1/2 of Lot 19 Tivoli Addition; and

All that part of the Francis Street right of way lying north of the north right of way line of Kaufmann Avenue and south of the easterly extension of the north line of Lot 2-21 in Tivoli Addition; and

Lot 1-21 Tivoli Addition; and
Lot 2-21 Tivoli Addition; and

All that part of the Public Alley right of way adjacent to Lot 38 of Tivoli Addition lying north of the northerly right of way line of Kaufmann Avenue and lying south of the easterly extension of the north line of said Lot 38; and

Lot 38 Tivoli Addition; and
Lot 39 Tivoli Addition; and
Lot 1-40 Tivoli Addition; and

All that part of the Valeria Street right of way lying north of the northerly right of

way line of Kaufmann Avenue and south of the easterly extension of the north line of Lot 1-1-1-1 in Weland's Subdivision; and

Lot 1-1-1-1 and Lot 2-2-2 Weland's Subdivision; and
Lot 2-1-1 Weland's Subdivision; and
Lot 2-1 and Lot 1-2-2 of Subdivision of Lots 129, 131, 131A & 135A L H Langworthy's Addition aka Weland's Subdivision; and
Lot 2-2A & Lot 1-2 Weland's Subdivision; and
Lot 1-2A Weland's Subdivision; and
Lot 3 Weland's Subdivision; and
Lot 3A Weland's Subdivision; and
The East 27' of Lot 4 Weland's Subdivision; and
The West 35' of Lot 4 Weland's Subdivision; and
Lot 5 Weland's Subdivision; and
Lot 5 of the Subdivision of Lots 3 & 4 of Lot 135 L H Langworthy's Addition; and
All of the Private Driveway known as Fuller Place Abutting Lots 2, 3, 4 & 5 of the Sub. of Lots 3 & 4 of Lot 135 L H Langworthy's Addition East 50'1 and West 1/2-2 all of Lot 135 LH Langworthy's Addition; and
Lot 2 of the Subdivision of Lots 3 and 4 of Lot 135 L H Langworthy's Addition; and
The Middle 37' of Lot 7 Cushing's Subdivision; and Lot 3 of the Subdivision of Lots 3 and 4 of Lot 135 L H Langworthy's Addition; and
The North 38' of Lot 7 Cushing's Addition; and Lot 4 of the Subdivision of Lots 3 and 4 of Lot 135 L H Langworthy's Addition; and
Lot 1 of the Subdivision of Lots 3 and 4 of Lot 135 L H Langworthy's Addition; and
The South 60' of Lot 7 Cushing's Subdivision; and
Lot 8 and the East 7 1/2' of Lot 9 Cushing's Subdivision; and
The West 22 1/2' of Lot 9 and the East 15' of Lot 10 Cushing's Subdivision; and
The West 15' of Lot 10 and the East 22'6" of Lot 11 Cushing's Subdivision; and
Lot 12 and the West 7 1/2' of Lot 11 Cushing's Subdivision; and
Lot 13 Cushing's Subdivision; and
Lot 14 Cushing's Subdivision; and
Lot 15 Cushing's Subdivision; and
Lot 6 C. Klingenberg's 3rd Addition; and

All that part of the Cushing Place right of way lying north of the northerly right of way line of Kaufmann Avenue and lying south of the westerly extension of the north line of Lot 6 in C. Klingenberg's Third Addition; and

Lot 2-141 L H Langworthy's Addition and Lot 4 C. Klingenberg's 3rd Addition; and
Lot 2-143 and Lot 2-1-1-1-143 L H Langworthy's Addition; and
The East ½ of Lot 3-143 & Lot 2-2-1-1-143 L H Langworthy's Addition; and
The West 1/2 of Lot 3-143 L H Langworthy's Addition; and
Lot 4-143 L H Langworthy's Addition; and
Lot 5-143, Lot 2-2-1-1-East 3/4-145A, and Lot 2-2-2-1-1-East3/4-145A L H Langworthy's Addition; and
Lot 1 Janice Place on Kaufman Avenue; and

Lot 2 Janice Place on Kaufmann Avenue; and
Lot 1-1-West 1/4 of Lot 145A L H Langworthy's Addition; and
Lot 1 Herbst Place #2; and
Lot 2-1-1-3-145 and the South 192.60' of the West Part of Lot 1-2-145 L H Langworthy's Addition; and
Lot 1-1-1-3-145 and 2-2-1-147 and Lot 2-2-2-147 L H Langworthy's Addition; and
The East 34' of Lot 1-2-2-147 and the East 34' of Lot 2-2-1-1-147 L H Langworthy's Addition; and
The West 28' of Lot 1-2-2 of 147 L H Langworthy's Addition; and
The West 28' of Lot 2-2-1-1-147 L H Langworthy's Addition; and
Lot 2-1-2-147 and Lot 1-2-1-1-147 L H Langworthy's Addition; and
The East 1/2 of Lot 1-1-2-147 and Lot 2-1-1-1-147 L H Langworthy's Addition; and
Lot 1-1-1-1-147 and the West 1/2 of Lot 1-1-2-147 L H Langworthy's Addition; and
All of Cornelia Place; and
Lot 2 of the West 1/2 of Lot 148 L H Langworthy's Addition; and
Lot 2-1 of the West 1/2 of Lot 148 L H Langworthy's Addition; and
Lot 1-1 of the West 1/2 of Lot 148 L H Langworthy's Addition; and

All that part of the Valeria Street right of way lying east of the easterly right of way line of Kaufmann Avenue and west of the northerly extension of the easterly line of Lot 1-1 of the West Half of Lot 148 in L H Langworthy's Addition; and

Lot 1-149 L H Langworthy's Addition and Lot 2-1-5 and Part of 2-5 of Mineral Lot 316; and
Lot 2-149 L H Langworthy's Addition; and
The Southerly 50' of the South 100'-Lot 151 L H Langworthy's Addition; and
The North 50' of the South 100' of Lot 151 L H Langworthy's Addition; and
The Southerly 61' of the Northerly 71' of Lot 151 L H Langworthy's Addition; and
The Northerly 10' the Northerly 71' of Lot 151 and the Southerly 50' of the Southerly 100' of Lot 155 L H Langworthy's Addition; and
The Northerly 50' of the Southerly 100' of Lot 155 L H Langworthy's Addition; and
Lot 2 of the Subdivision of the Southwesterly 100' of the Northwesterly 92' of Lot 155 L H Langworthy's Addition; and
Lot 1 of the Subdivision of the Southwesterly 100' of the Northwesterly 92' of Lot 155 L H Langworthy's Addition; and

All that part of the Greenfield Street right of way lying east of the easterly right of way line of Kaufmann Avenue and lying west of the southerly extension of the westerly line of Lot 1-7 in Springgreen Subdivision; and

Lot 6 and Lot 2-7 Springgreen Subdivision; and
Lot 5 Springgreen Subdivision; and
Lot 4 Springgreen Subdivision; and
Lot 3 Springgreen Subdivision; and

All that part of the Kane Street right of way lying north of the northerly right of way

line of Kaufmann Avenue and lying south of the westerly extension of the north line of Lot 3 in Springgreen Subdivision; and

Lot 1 Kieffer Place; and
Lot 2-1 and Lot A of Vogt Place; and

All that part of the Kaufmann Avenue right of way lying south and east of the southerly extension of the west line of Lot 2-1 of Vogt Place and lying north and west of the southerly extension of the westerly line of Lot 1 of Tivoli Addition; and

Lot 158A L H Langworthy's Addition; and
Lot 154 L H Langworthy's Addition; and
Lot 154A L H Langworthy's Addition; and
Lot 2-1-153 L H Langworthy's Addition; and
Lot 1-1-153 L H Langworthy's Addition; and
Lot 2-153 and the North 27' of Lot 2-1-153A L H Langworthy's Addition; and
The South 50' of Lot 2-1-153A L H Langworthy's Addition; and
Lot 2-2-153A L H Langworthy's Addition; and
Lot 1-2-152 and Lot 1-2-153A L H Langworthy's Addition; and
Lot 1-2-2-152 L H Langworthy's Addition; and
Lot 2-2-2-152 L H Langworthy's Addition; and
The NW 4' of Lot 2 of Lot 150 and Lot 1-152 L H Langworthy's Addition; and
The East 88.5' of Lot 2 of the Subdivision of Lot 150 L H Langworthy's Addition; and
Lot 6 of the Subdivision of Lot 150A and of Lot 1 of Lot 150 L H Langworthy's Addition; and
Lot 1-5 of the Subdivision of Lot 150A and of Lot 1 of Lot 150 L H Langworthy's Addition; and

All that part of the Hempstead Street right of way lying south of the southerly right of way line of Kaufmann Avenue and lying north of the northerly right of way line of Lowell Street; and

Lot 1-1-3-146 and 146A and Lot 1-1-2-3-146 and 146A Of L H Langworthy's Addition; and
Lot 1 of Lot 2 of Lots 146 and Lot 146A L H Langworthy's Addition; and
Lot 1-1-1-151 Mechanic's Addition; and
Lot 1 of the Subdivision of Lot 1 of Lots 146 and Lot 146A in L H Langworthy's Addition and Lot 2 of the Subdivision of Lot 2 of Lots 146 and Lot 146A L H Langworthy's and Lot 2-of the Subdivision of Lot 1 of Lot 1 of Lot 151 Mechanics Addition; and
Lot 2 of Lot 1 of the Subdivision of Lots 146 and Lot 146A L H Langworthy's Addition and Lot 2 of Lot 1 of Lot 151 Mechanic's Addition; and
Lots 152, 153 and Lot 2-151 Mechanic's Addition; and
Lot 154 and the West 42' 4" of Lot 155 Mechanic's Addition; and

All of the Public Alley right of way between Lots 155 and 156 in Mechanic's Addition; and

Lot 156 Mechanic's Addition; and

Lot 157, 158 and 159 Mechanic's Addition; and

Lot 9 and Lot 1-10 of Lots 138, 140, and 142 of L H Langworthy's Addition; and

Lot 1-8 of Lots 138, 140, & 142 L H Langworthy's Addition; and

The West 20' of Lot 6, the West One Half of Lot 7 except the East 5 feet thereof, and Lot 2 of Lot 8, all of the Subdivision of Lots 138, 140, and 142 L H Langworthy's Addition; and

The East 30' of Lot 7, and the East 5' of Lot 6, and Lot 5, all of the Subdivision of Lots 138, 140, and 142 L H Langworthy's; and

Lot 4-138, 4-140, and 4-142 L H Langworthy's Addition; and

Lot 3-138, 3-140, and 3-142 L H Langworthy's Addition; and

Lot 2-138, 2-140 and 2-142 L H Langworthy's Addition; and

Lot 1 of the Subdivision of Lot 1 and the balance of Lot 2 of the Subdivision of Lot 1, both of the Subdivision of Lots 138, 140 and 142 L H Langworthy's Addition; and

The North 296' of the West 1/4 of Lot 136 L H Langworthy's Addition; and

The South 50' of the West 1/4 of Lot 136 L H Langworthy's Addition; and

The balance of the Easterly Half of the Westerly Half of Lot 136 L H Langworthy's Addition; and

Lot 2 of Lot 1, and Lot 2, both of the East 1/2 of Lot 136 L H Langworthy's Addition; and

The balance of Lot 1 of Lot 1 of the East 1/2 of Lot 136 L H Langworthy's Addition; and

The balance of Lot 7 Siege Subdivision; and

The West 1/2 of Lot 6 Siege Subdivision; and

The East 1/2 of Lot 6 Siege Subdivision; and

The West 1/2 of Lot 5 Siege Subdivision; and

The East 1/2 of Lot 5 Siege Subdivision; and

Lot 4 Siege Subdivision; and

Lot 3 Siege Subdivision; and;

Lot 2 Siege Subdivision; and

Lot 1-1 Siege Subdivision; and

All that part of the Kleine Street right of way lying south of the southerly line of Kaufmann Avenue and lying north of the easterly extension of the south line of Lot 1-2 in Seiges Subdivision; and

Lot 1-63 Marsh's Addition; and

Lot 2-63 Marsh's Addition; and

Lots 3-38 and 4-38 Marsh's Addition; and

Lot 2-38 Marsh's Addition; and

Lot 1-38 Marsh's Addition; and

All that part of the North Main Street right of way lying south of the southerly line of Kaufmann Avenue and lying north of the westerly extension of the south line of Lot 37 in Marsh's Addition; and

Lot 37 Marsh's Addition; and
Lot 36 Marsh's Addition; and
Lot 35 Marsh's Addition; and
Lot 34 Marsh's Addition; and
Lot 33 Marsh's Addition; and
Lot 32 Marsh's Addition; and
The North 95' of Lot 31 Marsh's Addition; and
The North 95' of Lot 1 Marsh's Addition

All that part of the Heeb Street right of way lying south of the southerly line of Kaufmann Avenue and lying north of the easterly extension of the southerly line of Lot 12 of Marsh's Addition; and

The South 40' of Lot 1, the North 5' of Lot 2, and the South 40' of Lot 31 Marsh's Addition; and
The South 45' of Lot 2 Marsh's Addition; and
Lot 3 Marsh's Addition; and
Lot 4 Marsh's Addition; and
Lot 5 Marsh's Addition; and
The North 40' of Lot 6 Marsh's Addition; and
Lot 12, Lot 11, Lot 10, and the South 30' of Lot 9, and the East 60' of the North 20' of Lot 9, and the West 125' of the North 20' of Lot 9, Lot 8, Lot 7 and the South 10' of Lot 6, all in Marsh's Addition; and

Lot 62 Marsh's Addition; and
Lot 2-1 Siege Subdivision; and

Lot 1-2-2-3 of the Subdivision of Lots 146 and 146A L H Langworthy's Addition; and
Lots 1-2-150, 1-2-2-150, and 1-150 Mechanic's Addition; and
Lot 1 Runde Place; and
Lot 2 Runde Place; and

All that part of the Napier Street right of way lying east of the easterly right of way line of Hempstead Street and lying west of the northerly extension of the east line of Lot 125 in Mechanic's Addition; and

Lot 125 Mechanic's Addition; and
Lot 124 Mechanic's Addition; and
Lot 123 Mechanic's Addition; and

All that part of the Public Alley right of way between Lots 119, 120, 121, 122 and

123 in Mechanic's Addition lying east of the easterly right of way line of Hempstead Street and lying west of the southerly extension of the east line of Lot 123 in Mechanic's Addition; and

Lot 2-121 and 2-122 Mechanic's Addition; and
Lot 1-121 and 1-122 Mechanic's Addition; and
Lots 83 and 84 Pleasant View Addition; and
The East 35' of Lot 85 Pleasant View Addition; and
Lots 80, 81, and 82 Pleasant View Addition; and

All that part of the Public Alley right of way between Lots 80, 81, 82, 83, 84, and 85 in Pleasant View Addition lying west of the westerly right of way line of Hempstead Street and lying east of the northerly extension of the East 35' of Lot 85 in Pleasant Valley Addition; and

Lot 79 and 79A Mechanic's Addition; and
Lot 78 Mechanic's Addition; and
Lot 77 Mechanic's Addition; and
Lot 76 Mechanic's Addition; and
Lot 75 Mechanic's Addition; and

All that part of the Montcrest Street right of way lying west of the westerly right of way line of Hempstead Street and lying east of the northeasterly extension of the westerly line of Lot 75 in Mechanic's Addition; and

Lot 1-73 and 1-74 Mechanic's Addition; and
Lot 1-2 of the Subdivision of Lot 150A and Lot 1-150 L H Langworthy's Addition;
and
Lot 1-3 of the Subdivision of Lot 150A and Lot 1-150 L H Langworthy's Addition;
and
Lot 1-1 of the Subdivision of Lot 150A and Lot 1-150 L H Langworthy's Addition;
and
Lot 1-4 of the Subdivision of Lot 150A and Lot 1-150 L H Langworthy's Addition.

(dd) North Peru Road Subarea of the district shall include the following described properties:

Lot 1 of Fountain Hill Resubdivision; and

Lots 2 and 3, and Lot 1 of Lot 1 of Lot 4, Lot 2 of Lot 1 of Lot 2 of Lot 4, and Lot 2 of Lot 2 of Lot 4, all of the Subdivision of the South West $\frac{1}{4}$ of Section 1, Township 89 North, Range 2 East, of the 5th Principal Meridian, all in the City of Dubuque, Iowa; and

All that part of the easterly 33' of the right of way of Peru Road lying south of the northerly line of Lot 2 of Lot 2 of Lot 4 of the Subdivision of the South West $\frac{1}{4}$ of

Section 1, Township 89 North, Range 2 East, of the 5th Principal Meridian and its westerly extension, and lying north of the northerly line of Emerald Acres No. 1 and its easterly extension; and

All that part of the right of way of Peru Road lying south of the northerly line of Emerald Acres No. 1 and its easterly extension, and lying north of the easterly line of Lot 4A of Mineral Lot 322 and its northerly extension.

All in the City of Dubuque, Iowa

(ee) Stafford Street Subarea of the District shall include the following described properties:

The Southeasterly 95.53 feet of Lot 17 and the Southeasterly 95.53 feet of Lot 3 of the Subdivision of Lot 18, both in "Dreibelbis Addition, Dubuque" in the City of Dubuque, Iowa, according to the recorded Plat thereof

All in the City of Dubuque, Iowa

(ff) Roosevelt Street Subarea of the District shall include the following described properties:

Lots 6, 7, 8, and 9 in Block 1 of "River Front Subdivision No. 5" in the City of Dubuque, Iowa; and

Lot 2 of Subdivision of Lot 1 of Lot 1 in Block 1 of "Riverfront Subdivision No. 5", in the City of Dubuque, Iowa; and

Lot 2 of Subdivision of Lot 1 of Lot 1 in Block 1 of "Riverfront Subdivision No. 5", in the City of Dubuque, Iowa; and

Lot 2 of Subdivision of Lot 1 in Block 1 of "Riverfront Subdivision No. 5", in the City of Dubuque, Iowa; and

Lot 5, in Block 1, in "River Front Subdivision No. 5" in the City of Dubuque, Iowa.

(gg) Hawthorne Street Subarea of the District shall include the following described properties:

Hawthorne Street Subarea of the district shall include the following described properties:

Lot 1-2 of Block 2 in River Front Subdivision No. 3, in the City of Dubuque, Iowa.

(hh) Locust Street Subarea of the District shall include the following described properties:

All that part of the east half of the right of way of Bluff Street lying between the westerly extension of the north right of way line of Jones Street and the westerly extension of the south right of way line of Jones Street; and

All that part of the right of way of Jones Street lying east of the east right of way line of Bluff Street and west of the northerly extension of the east right of way line of Bissell Lane; and

All that part of the right of way of Bissell Lane lying south of the south right of way line of Jones Street and north of the westerly extension of the north line of the West 36'2" of the North Half of City Lot 574; and

The Southerly 26 feet of Lot 573, Lot 574 "A", the Northerly 1/2 of Lot 574, except the Westerly 36 feet 2 inches thereof, Lot 1 of Lot 575, and Lot 2 of Lot 2 of Lot 575, in the City of Dubuque, Iowa, according to the United States Commissioners' Plat and the recorded Plats thereof; and

Lot 2 of the Northerly 21 feet of the North 1/2 of Lot 572, the South 21 feet of the North 1/2 of Lot 572, the South 21 feet of the North 1/2 of Lot 572, the South 1/2 of Lot 572, and the Northerly 40 feet of Lot 573, in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

All in the City of Dubuque, Iowa

(ii) Amended Project Area shall mean the areas of the City of Dubuque, Iowa included within the Town Clock Subarea, the Old Main Subarea, the Town Clock Expansion Subarea, the Upper Main Subarea, the Ice Harbor Subarea A, the Ice Harbor Subarea B, the Ice Harbor Subarea C, the Warehouse Subarea, the South Main Subarea, the South Port Subarea, the Cable Car Subarea, the Bluff Street Subarea, the South Bluff Street Subarea, the Kerper Boulevard Subarea, the Washington Neighborhood Subarea, the Industrial Harbor Subarea, the East 7th Street Subarea, the Chaplain Schmitt Subarea, the North Kerper Boulevard Subarea but excluding those lots and parcels removed by Amended and Restated Urban Renewal Plan Version 2022.1, the Quebecor Subarea, the Harrison Street Subarea, the Holy Ghost Subarea, the Almond Street Subarea, the North End Subarea, the University Avenue Corridor Subarea, the West Locust Corridor Subarea, the Brewing and Malting Subarea, the 15th Street Subarea, the Lower Kaufmann Subarea, the North Peru Road Subarea, the Stafford Street Subarea, the Roosevelt Street Subarea, the Hawthorne Street Subarea, and the Locust Street Subarea each as described in this Section.

(jj) Urban Renewal Plan shall mean the Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal District, approved by Resolution No. 278-24 on September 3, 2024, as the same may be amended from time to time.

Section 2: The taxes levied on the taxable property in the Amended Project

Area, legally described in Section 1 hereof, by and for the benefit of the State of Iowa, City of Dubuque, County of Dubuque, Dubuque Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 3: Taxes.

(a) As to the Town Clock Subarea, that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts taxing property in the Town Clock Subarea upon the total sum of the assessed value of the taxable property in the Town Clock Subarea as shown on the assessment roll as of January 1, 1966, being the assessment roll last equalized prior to the date of the initial adoption of the Urban Renewal Plan for the Downtown Dubuque Urban Renewal Project, Iowa R-15, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. The taxes so determined shall be referred herein as the "base period taxes" for such Subarea.

(b) As to the Old Main Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 1993, being the assessment roll as of January 1 of the calendar year preceding the effective date of Ordinance No. 23-94.

(c) As to the Town Clock Expansion Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 1996, being the assessment roll as of January 1 of the calendar year preceding the effective date of Ordinance No. 67-97.

(d) As to the Upper Main Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2001, being the assessment roll as of January 1 of the calendar year preceding the effective date of Ordinance No. 26-02.

(e) As to the Ice Harbor Subarea A, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 1988, being the assessment roll as of January 1 of the calendar year preceding the effective date of Ordinance No. 66-89.

(f) As to the Ice Harbor Subarea B, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 1999, being the assessment roll as of January 1 of the calendar year preceding the effective date of Ordinance No. 97-00.

(g) As to the Ice Harbor Subarea C, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2006, being the assessment roll as of January 1 of the calendar year preceding the

effective date of Ordinance No. 20-07.

(h) As to the Warehouse Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2006, being the first day of the calendar year preceding the effective date of Ordinance No. 63-07.

(i) As to the South Main Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2006, being the first day of the calendar year preceding the effective date of Ordinance No. 63-07.

(j) As to the South Port Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2007, being the first day of the calendar year preceding the effective date of Ordinance No. 60-08.

(k) As to the Cable Car Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2008, being the first day of the calendar year preceding the effective date of Ordinance 58-09.

(l) As to the Bluff Street Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2009, being the first day of the calendar year preceding the effective date of Ordinance 51-10.

(m) As to the South Bluff Street Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2010, being the first day of the calendar year preceding the effective date of Ordinance 33-11.

(n) As to the Kerper Boulevard Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 1993, being the first day of the calendar year preceding the effective date of Ordinance 43-94.

(o) As to the Washington Neighborhood Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2010, being the first day of the calendar year preceding the effective date of Ordinance 33-11.

(p) As to the Industrial Harbor Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2010, being the first day of the calendar year preceding the effective date of Ordinance 33-11.

(q) As to the East 7th Street Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 1996, being the first day of the calendar year preceding the effective date of Ordinance 64-97.

(r) As to the Chaplain Schmitt Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2010, being the first day of the calendar year preceding the effective date of Ordinance 33-11.

(s) As to the North Kerper Boulevard Subarea, excluding those lots and parcels removed by Amended and Restated Urban Renewal Plan Version 2022.1 now forming the Roosevelt Street Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2011, being the first day of the calendar year preceding the effective date of Ordinance 60-12.

(t) As to the Quebecor Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2001, being the first day of the calendar year preceding the effective date of Ordinance 88-02.

(u) As to the Harrison Street Subarea, base period taxes shall be computed in the same manner, using the total assessed value shown on the assessment roll as of January 1, 2011, being the first day of the calendar year preceding the effective date of Ordinance 60-12.

(v) As to the Holy Ghost Subarea, base period taxes shall be computed in the same manner, using the total assessed value shown on the assessment roll as of January 1, 2013, being the first day of the calendar year preceding the effective date of Ordinance 45-14.

(w) As to the Almond Street Subarea, base period taxes shall be computed in the same manner, using the total assessed value shown on the assessment roll as of January 1, 2013, being the first day of the calendar year preceding the effective date of Ordinance 45-14.

(x) As to the North End Subarea, base period taxes shall be computed in the same manner, using the total assessed value shown on the assessment roll as of January 1, 2015, being the first day of the calendar year preceding the effective date of this Ordinance.

(y) As to the University Avenue Corridor Subarea, base period taxes shall be computed in the same manner, using the total assessed value shown on the assessment roll as of January 1, 2015, being the first day of the calendar year preceding the effective date of this Ordinance.

(z) As to the West Locust Corridor Subarea, base period taxes shall be computed in the same manner, using the total assessed value shown on the assessment roll as of January 1, 2015, being the first day of the calendar year preceding the effective date of this Ordinance.

(aa) As to the Brewing and Malting Subarea, base period taxes shall be computed in the same manner, using the total assessed value shown on the assessment roll as of January 1, 2007, being the first day of the calendar year preceding the effective date of Ordinance 61-08.

(bb) As to the 15th Street Subarea, base period taxes shall be computed in the same manner, using the total assessed value shown on the assessment roll as of January 1, 2016, being the first day of the calendar year preceding the effective date of Ordinance 6-17 and 6-17-A.

(cc) As to the Lower Kaufmann Subarea, base period taxes shall be computed in the same manner, using the total assessed value shown on the assessment roll as of January 1, 2016, being the first day of the calendar year preceding the effective date of Ordinance 26-17.

(dd) As to the North Peru Road Subarea, base period taxes shall be computed in the same manner, using the total assessed value shown on the assessment roll as of January 1, 2019, being the first day of the calendar year preceding the effective date of Ordinance 20-20.

(ee) As to the Stafford Street Subarea, base period taxes shall be computed in the same manner, using the total assessed value shown on the assessment roll as of January 1, 2019, being the first day of the calendar year preceding the effective date of Ordinance 41-20.

(ff) As to the Roosevelt Street Subarea, base period taxes shall be computed in the same manner, using the total assessed value shown on the assessment roll as of January 1, 2022, being the first day of the calendar year preceding the effective date of Ordinance 8-22.

(gg) As to the Hawthorne Street Subarea, base period taxes shall be computed in the same manner, using the total assessed value shown on the assessment roll as of January 1, 2024, being the first day of the calendar year preceding the effective date of this Ordinance 53-24-A.

(hh) As to the Locust Street Subarea, base period taxes shall be computed in the same manner, using the total assessed value shown on the assessment roll as of January 1, 2024, being the first day of the calendar year preceding the effective date of this Ordinance 53-24-A.

Section 4: That portion of the taxes each year in excess of the base period taxes for the Amended Project Area, determined for each Subarea thereof as provided in Section 3 of this Ordinance, shall be allocated to and when collected be paid into the special tax increment fund previously established by the City of Dubuque to pay the principal of and interest on loans, monies advanced to, or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under authority of Section 403.9 or Section 403.12 of the Code of Iowa, incurred by the City of Dubuque, Iowa to finance or refinance, in whole or in part, urban renewal projects undertaken within the Amended Project Area pursuant to the Urban Renewal Plan, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2 of the Code of Iowa and taxes for the instructional support program of a school district imposed pursuant to Section 257.19 (but in each case only to the extent required under Section 403.19(2)), taxes for the payment of bonds and interest of each taxing district, and taxes imposed under Section 346.27(22) related to joint county-city buildings shall be collected against all taxable property within the Amended Project Area without any limitation as hereinabove provided.

Section 5: Unless or until the total assessed valuation of the taxable property in the Subareas of the Amended Project Area exceeds the total assessed value of the taxable property in said Subareas shown by the assessment rolls referred to in Section 3 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Amended Project Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 6: At such time as the loans, monies advanced, bonds and interest thereon and indebtedness of the City of Dubuque referred to in Section 4 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Amended Project Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 7: All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to continue the division of taxes from property within the Amended Project Area under the provisions of Section 403.19 of the Code of Iowa, as authorized in Ordinance No. 53-24-A, as previously amended, and to fully implement the division of taxes in the Hawthorne Street and Locust Street Subareas. In the event that any provision of this Ordinance shall be determined to be contrary to law it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the Amended Project Area and the territory contained therein.

Section 8: This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this 3rd day of September, 2024.

Commented [IH1]: Do we need a new date?

ATTEST:

Brad M. Cavanagh, Mayor

Adrienne N. Breitfelder, City Clerk

Read first time: _____

Read second time: _____

Read third time: _____

PASSED AND APPROVED: _____

PUBLISHED: _____

**City of Dubuque
City Council**

ACTION ITEMS # 10.

ITEM TITLE: Proposed Ordinance change to update the rental license cycle to two- years

SUMMARY: City Manager recommending City Council approve an update to Ordinance 14-1J-3 Rental licenses, to implement a two-year rental license cycle.
ORDINANCE Amending City Of Dubuque Code Of Ordinances Title 14 Building And Development, Chapter 1 Building Codes, Article J Property Maintenance Code, Section 14-1J-3 Rental Licenses

SUGGESTED DISPOSITION: Receive and File; Motion B; Motion A

ATTACHMENTS:

1. MVM Memo
2. Staff Memo - Rental License Ordinance Change
3. 14-1J-3_RentalLicensing_121024

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Proposed Ordinance change to update the rental license cycle to two-years

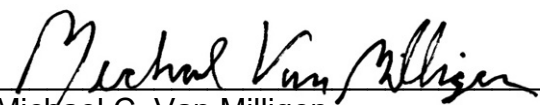
DATE: December 12, 2024

Housing & Community Development Director Alexis Steger is recommending City Council approve an update to Ordinance 14-1J-3 Rental licenses, to implement a two-year rental license cycle.

Ordinance 14-1J-3 Rental Licenses establishes the requirements for rental licenses and inspections. The proposed changes align the rental license requirements in the ordinance with the proposed two-year rental license and inspection program. Additionally, the ordinance changes clarify the requirement that a property owner who does not reside within 50 miles of the licensed rental property is required to designate a responsible agent who does reside within 50 miles of the property to ensure a timely response to property related issues

A key feature of the revised model is the allowance of landlords in good standing to self-inspect their properties by following a city-provided checklist. If the properties are determined to meet the code through this inspection process, landlords can self-certify compliance. This self-certification can only be done once during every other two-year cycle. This approach enables staff to focus efforts on properties and owners & agents where they are most needed, yet still perform in-person inspections at least once every four years on all properties. To spot check self-inspections, 1% of units self-inspected units will be randomly selected for a follow up in-person inspection. This two-year model was presented to the Dubuque Area Landlords Association on July 23, 2024, and to the City Council on August 5, 2024.

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
Michael Belmont, Assistant Housing & Community Development Director



TO: Michael Van Milligan
FROM: Alexis Steger, Housing and Community Development
Department Director
SUBJECT: Proposed Ordinance change to update the rental license cycle to two-
years
DATE: December 9, 2024

INTRODUCTION

The purpose of this memorandum is to request the City Council approve an update to Ordinance 14-1J-3 Rental licenses, to implement a two-year rental license cycle.

BACKGROUND

The Inspection & Construction Services division (ICS) of the Housing and Community Development Department is responsible for the licensing and inspection of over 11,000 residential rental units in the City of Dubuque. Over the last eight years, many improvements in the program have been realized, including:

- Adoption of the International Property Maintenance Code (IPMC) in 2016
- Increased inspection staffing levels in 2016 and in 2020
- Policy, process and procedure changes which include the implementation of a tiered inspection model and enforcement of the priority category designation for problem properties.
- Reduced the inspection cycle from over 7 years between routine inspections to less than 4 years.

Despite these successes, renters and rental advocates raised concerns about the condition of rental properties during the Fiscal Year 2025 Budget hearings. In response to those concerns, ICS staff began exploring ways to reduce the rental license inspection cycle. This effort led to the development of the proposed two-year rental license and inspection model. A key feature of the revised model is the allowance of landlords in good standing to self-inspect their properties by following a city-provided checklist. If the properties are determined to meet the code through this inspection process, landlords can self-certify compliance. This self-certification can only be done once during every other two-year cycle. This approach enables staff to focus efforts on properties and owners & agents where they are most needed, yet still perform in-person inspections at least once every four years on all properties. To spot check self-inspections, 1% of units self-inspected units will be randomly selected for a follow up in-person inspection. This two-year model was presented to the

Dubuque Area Landlords Association on July 23, 2024, and to the City Council on August 5, 2024.

DISCUSSION

Ordinance 14-1J-3 Rental Licenses establishes the requirements for rental licenses and inspections. The proposed changes align the rental license requirements in the ordinance with the proposed two-year rental license and inspection program. Additionally, the ordinance changes clarify the requirement that a property owner who does not reside within 50 miles of the licensed rental property is required to designate a responsible agent who does reside within 50 miles of the property to ensure a timely response to property related issues.

REQUESTED ACTION

I respectfully request the City Council approve the ordinance changes to the City of Dubuque, ordinance section 14-1J-3

Prepared by Michael Belmont
Assistant Housing & Community Development Director/ Building Official

Cc: Alexis Steger, Housing & Community Development Director

ORDINANCE NO. _____ - 24

AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 14 BUILDING AND DEVELOPMENT, CHAPTER 1 BUILDING CODES, ARTICLE J PROPERTY MAINTENANCE CODE, SECTION 14-1J-3 RENTAL LICENSES

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

Section 1. Section 14-1J-3 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

14-1J-3: RENTAL LICENSES:

. . . .

B. Application Requirements: Completion of a rental license application must be made by the property owner, manager, or licensed real estate professional and must include, but not be limited to, the following information:

1. Address of the rental unit(s), including correct unit identifications.
2. Number and type of rental units in the structure.
3. Number of units, in the structure, for which housing choice vouchers are accepted.
4. Owner's name and contact information, including:
 - a. Mailing address.
 - b. Telephone number during normal business hours.
 - c. Telephone number in the event of an emergency.
 - d. E-mail address, if available.
5. If the property owner has retained a property manager the property owner must provide the following information:
 - a. Property manager's name.
 - b. Property manager's mailing address.

- c. Property manager's telephone number during normal business hours.
- d. Property manager's telephone number in the event of an emergency.
- e. Property manager's e-mail address, if applicable.
- f. A statement that the property manager or real estate professional has the same authority and responsibility as the property owner for maintaining the rental unit(s).

6. The property owner, manager, or licensed real estate professional must designate a responsible agent, who resides within 50 miles of the rental unit for which the license is sought, to represent the property owner, manager, or licensed real estate professional whenever the property owner, manager, or licensed real estate professional is not available for maintenance of, or resides more than 50 miles from, the rental unit for which a license is sought. The agent must have the same authority and responsibility as the property owner for maintaining the rental unit(s).

....

E. Rental License Term:

1. Rental licenses will be issued for a term of two years. A rental license issued during the course of the two-year license term will be put on the standard cycle for rental license expiration which results in longest license term, which may result in an initial rental license term of less than two years.

Exception: In year 2025, approximately 50 percent of the total number of rental licenses will be issued for a one-year term, to expire on December 31, 2025. The intent of this division is to have approximately one half of the total rental licenses renew on subsequent alternating biennial years.

F. License Renewal:

1. Rental licenses shall be renewed every two years, upon notice issued at the beginning of the calendar year following expiration of existing rental license(s). The rental license renewal application will be sent to the property owner, or registered manager, or licensed real estate professional holding the rental license(s).

2. Application for renewal of a rental license shall be made prior to March 1 of the year following expiration of an existing rental license.

G. Fees Due on license renewal: Rental license fees will be invoiced with the rental license renewal application at the start of the calendar year following rental license

expiration. Rental license fees must be paid by March 1st of the renewal year. Failure to pay required fees is a violation of this Code and may result in monetary penalties, license suspension, license revocation, issuance of a notice to vacate to tenants, and/or issuance of municipal infractions.

H. Rental License Not Transferable: Rental licenses are not transferable from one property to another. It is the responsibility of the property owner, manager, or licensed real estate professional holding a rental license to provide the City Manager written notice, within five (5) working days, of transferring or otherwise disposing of ownership or control of the property. The notice must include available information on the buyer. Prepaid rental license fees are eligible for a refund for the period that the property is no longer owned by the license holder. Rental license fee refund requests must be made in writing and include all required information per department policy. It is the responsibility of the property buyer to license the property in their name within five (5) working days of acquisition or otherwise receiving ownership or control of the property.

I. Conditions Of Rental Licenses: The City Manager is hereby authorized to issue and renew a rental license in the name of the applicant property owner, manager, or licensed real estate professional, provided the following criteria are met:

1. Property Maintenance Code Warranty: The rental unit is warranted by the property owner, manager, or licensed real estate professional to substantially comply with the Property Maintenance Code.
2. Fees: All fees required pursuant to the issuance of a rental license are paid in full to the City.
3. Successful Rental Property Management Class:
 - a. The property owner or manager has completed the Successful Rental Property Management Class (the program) or a program of continuing education approved by the City Manager.
 - b. Until such time as the property owner or manager has completed the program or an equivalent program of continuing education approved by the City Manager, only a conditional rental license may be issued.
 - c. Licensed real estate professionals are exempted from the program attendance requirement.
 - d. The City Manager may waive the program requirement upon the submission of a written request by a property owner, manager, or licensed real estate professional and after finding that:
 - (1) The property is properly licensed by the City of Dubuque;

(2) The property has no history of priority category designation or any founded code violations within the previous twelve (12) months; and

(3) A waiver will not provide the property owner with an unfair advantage in a competitive real estate market.

4. Criminal Background Checks:

a. The property owner, manager, or licensed real estate professional agrees to conduct criminal background checks for all prospective tenants whose tenancy commences on or after July 1, 2011. A background check may be performed using the City's background check service or by another background check service approved by the City Manager. The background checks must be completed before the prospective tenant's tenancy begins.

b. The City Manager may waive the criminal background check requirement upon the submission of a written request by a property owner, manager, or licensed real estate professional and after a finding that:

(1) The property is properly licensed by the City of Dubuque;

(2) The property has no history of priority category designation or any founded code violations within the previous twelve (12) months; and

(3) A waiver will not create a danger to nearby residents.

5. Rental Property Inspections:

a. The property owner, manager, or licensed real estate professional shall make a rental property available for inspection by the City of Dubuque and shall comply with the Iowa Code requirements for tenant notification.

b. The City Manager shall develop a written Rental Housing Inspection Program which shall govern the cycle, frequency, recordkeeping, conditions, and self-inspection and self-certification eligibility of rental inspections.

6. Housing Choice Voucher Information: The property owner, manager, or licensed real estate professional must provide information at the time of rental license renewal for each structure, on the number of units, by structure, owned or managed by the property owner, manager, or licensed real estate professional which accept housing choice vouchers.

J. Suspension And Revocation Of Rental License:

1. Causes: The City Manager may, for good cause, suspend or revoke a rental license for a rental unit, and in the case of a multi-family dwelling, suspend the license as to one or more rental units for a period not to exceed one year for any of the following:

- a. Conviction, judgment, plea of guilty, or finding of guilt of the licensee for violation of any provision of the Property Maintenance Code;
- b. Misrepresentation by the licensee of any material fact in the application for a rental license;
- c. Refusal by the licensee to permit inspection of the licensed rental unit(s) by authorized City personnel;
- d. Nonpayment of the fee for renewal of the rental license;
- e. Failure to attend the Successful Rental Property Management Class;
- f. Failure to perform a required criminal background check on an applicant for tenancy after July 1, 2011; or
- g. Failure of a priority category to comply with an inspection schedule or pay inspection fees. Tenants will be relocated from the rental unit at the priority category's expense.

2. Opportunity To Appeal: Prior to any suspension or revocation under this subsection, the City Manager must give notice in writing to the property owner, manager, or licensed real estate professional and provide for an opportunity to appeal.

3. Period Of Revocation Or Suspension: During the period of revocation or suspension, a unit for which the rental license was suspended or revoked may not be relicensed.

4. Notice To Licensee: The City Manager shall cause to be issued to the licensee a notice that the license is suspended or revoked, setting forth the reason(s) therefor. The notice shall be sent by certified United States mail to the licensee at the address on file with the City Manager.

5. Appeal: The licensee may appeal the decision of the City Manager to the Housing Appeals and Mediation Board. An appeal must be filed, in writing, within twenty (20) days from the date of the notice of suspension or revocation.

6. Notice To Tenant: Upon suspension or revocation the City Manager must give written notice of the suspension or revocation of the license to each tenant,

requiring the tenant to vacate the premises within a time frame determined by the City Manager if determined necessary. Any tenant who fails to vacate the premises after such time shall be subject to penalties under title 1, chapter 4 of this Code.

7. Relocation Of Tenants: If suspension or revocation of a rental license is the responsibility of the property owner, manager, or licensed real estate professional, as determined by the City Manager, then any displaced tenants shall be relocated at the property owner, manager, or licensed real estate professional's expense and the City Manager is authorized to assess the rental property for any costs incurred by the City.

. . . .

Section 2. This ordinance shall take effect upon publication.

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

Brad Cavanagh, Mayor

Attest:

Adrienne Breitfelder, City Clerk

EFFECT OF AMENDMENT

14-1J-3: RENTAL LICENSES:

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B. Application Requirements: Completion of a rental license application must be made by the property owner, manager, or licensed real estate professional and must include, but not be limited to, the following information:

1. Address of the rental unit(s), including correct unit identifications.
2. Number and type of rental units in the structure.
3. Number of units, in the structure, for which housing choice vouchers are accepted.
4. Owner's name and contact information, including:
 - a. Mailing address.
 - b. Telephone number during normal business hours.
 - c. Telephone number in the event of an emergency.
 - d. E-mail address, if available.
5. If the property owner has retained a property manager the property owner must provide the following information:
 - a. Property manager's name.
 - b. Property manager's mailing address.
 - c. Property manager's telephone number during normal business hours.
 - d. Property manager's telephone number in the event of an emergency.
 - e. Property manager's e-mail address, if applicable.
 - f. A statement that the property manager or real estate professional has the same authority and responsibility as the property owner for maintaining the rental unit(s).

6. The property owner, manager, or licensed real estate professional must designate a responsible agent, who resides within 50 miles of the rental unit for which the license is sought, to represent the property owner, manager, or licensed real estate professional whenever the property owner, manager, or licensed real estate professional is not available for maintenance of, or resides more than 50 miles from, the dwelling rental unit for which a license is sought. The agent must have the same authority and responsibility as the property owner for maintaining the rental unit(s).

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E. Rental License Term:

1. Rental licenses will be issued for a term of two years~~one year~~. A rental license issued during the course of the two-year license term~~year~~ will be put on the standard cycle for rental license expiration which results in longest license term, which may result in a prorated an initial rental license term of less than two years~~one year~~.

Exception: In year 2025, approximately 50 percent of the total number of rental licenses will be issued for a one-year term, to expire on December 31, 2025. The intent of this division is to have approximately one half of the total rental licenses renew on subsequent alternating biennial years.

~~2. If a property owner, manager, or licensed real estate professional is designated a priority category under section 14-1J-4 of this article, the City Manager may reduce the term of the rental license from an annual license to a quarterly license until such time as the priority category has gone twelve (12) consecutive months without a violation which would qualify the individual for priority category status.~~

F. ~~Annual~~ License Renewal:

1. Rental licenses ~~shall~~must be renewed annually~~every two years~~, upon notice issued at the beginning of the calendar year following expiration of existing rental license(s). ~~The rental license renewal application will be sent by the City Manager~~ to the property owner, or registered manager, or licensed real estate professional holding the rental license(s).

2. Application for renewal of a rental license ~~shall~~may be made prior to by March 1 of the year following~~within sixty (60) days prior to the~~ expiration of an existing rental license.

~~3. Application for renewal of rental licenses will be sent at the beginning of each calendar year and must be remitted within sixty (60) days.~~

G. ~~Renewal Fees Due on license renewal:~~ Rental license renewal fees will be invoiced with the rental license renewal application at the start of the calendar year following rental license expiration. Rental license fees must be paid by March 1st of the renewal year. ~~at the beginning of each calendar year and must be remitted within sixty (60) days.~~ Failure to pay required fees is a violation of this Code and may result in monetary penalties, license suspension, license revocation, issuance of a notice to vacate to tenants, and/or issuance of ~~Mm~~municipal infractions.

H. Rental License Not Transferable: Rental licenses are not transferable from one property to another. It is the responsibility of the property owner, manager, or licensed real estate professional holding a rental license to provide the City Manager written notice, within five (5) working days, of transferring or otherwise disposing of ownership or control of the property. The notice must include ~~the~~ available information on the buyer. Prepaid Rental license fees are eligible for a refund for the period that the property is no longer owned by the license holder. Rental license fee refund requests must be made in writing and include all required information per department policy. It is the responsibility of the property buyer to license the property in ~~his/her name or company~~their name within five (5) working days of acquisition or otherwise receiving ownership or control of the property. ~~The new property owner will owe no additional rental license fees until the next rental license renewal for the property.~~

I. Conditions Of Rental Licenses: The City Manager is hereby authorized to issue and renew a rental license in the name of the applicant property owner, manager, or licensed real estate professional, provided the following criteria are met:

1. Property Maintenance Code Warranty: The rental unit is warranted by the property owner, manager, or licensed real estate professional to substantially comply with the Property Maintenance Code.

2. Fees: All fees required pursuant to the issuance of a rental license are paid in full to the City.

3. Successful Rental Property Management Class:

a. The property owner or manager has completed the Successful Rental Property Management Class (the program) or a program of continuing education approved by the City Manager.

b. Until such time as the property owner or manager has completed the program or an equivalent program of continuing education approved by the City Manager, only a temporaryconditional rental license may be issued.

~~c. A property owner or manager who has completed the program since 2000, according to the City's records, or who can provide other proof of completion, will be exempted from this requirement.~~

cd. Licensed real estate professionals are exempted from the program attendance requirement.

de. The City Manager may waive the program requirement upon the submission of a written request by a property owner, manager, or licensed real estate professional and after finding that:

(1) The property is properly licensed by the City of Dubuque;

(2) The property has no history of priority category designation or any founded code violations within the previous twelve (12) months; and

(3) A waiver will not provide the property owner with an unfair advantage in a competitive real estate market.

4. Criminal Background Checks:

a. The property owner, manager, or licensed real estate professional agrees to conduct criminal background checks for all prospective tenants whose tenancy commences on or after July 1, 2011. A background check may be performed using the City's ~~free~~-background check service or by another background check service approved by the City Manager. The background checks must be completed before the prospective tenant's tenancy begins.

b. The City Manager may waive the criminal background check requirement upon the submission of a written request by a property owner, manager, or licensed real estate professional and after a finding that:

(1) The property is properly licensed by the City of Dubuque;

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5. Rental Property Inspections:

a. The property owner, manager, or licensed real estate professional shall make a rental property available for inspection by the City of Dubuque and shall comply with the Iowa Code requirements for tenant notification.

b. The City Manager shall develop a written Rental Housing ~~Tiered~~ Inspection Program which shall govern the cycle, frequency,

recordkeeping, ~~and conditions,~~ and self-inspection and self-certification eligibility of rental inspections.

6. Housing Choice Voucher Information: The property owner, manager, or licensed real estate professional must provide information ~~at the annual renewal of the rental license~~ at the time of rental license renewal for each structure, on the number of units, by structure, owned or managed by the property owner, manager, or licensed real estate professional which accept housing choice vouchers.

J. Suspension And Revocation Of Rental License:

1. Causes: The City Manager may, for good cause, suspend or revoke a rental license for a rental unit, and in the case of a multi-family dwelling, suspend the license as to one or more rental units for a period not to exceed one year for any of the following:

- a. Conviction, judgment, plea of guilty, or finding of guilt of the licensee for violation of any provision of the Property Maintenance Code;
- b. Misrepresentation by the licensee of any material fact in the application for a rental license;
- c. Refusal by the licensee to permit inspection of the licensed rental unit(s) by authorized City personnel;
- d. Nonpayment of the fee for renewal of the rental license;
- e. Failure to attend the Successful Rental Property Management Class;
- f. Failure to perform a required criminal background check on an applicant for tenancy after July 1, 2011; or
- g. Failure of a priority category to comply with an inspection schedule or pay inspection fees. Tenants will be relocated from the rental unit at the priority category's expense.

2. Opportunity To Appeal: Prior to any suspension or revocation under this subsection, the City Manager must give notice in writing to the property owner, manager, or licensed real estate professional and provide for an opportunity to appeal.

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5. Appeal: The licensee may appeal the decision of the City Manager to the ~~Housing Board of Appeals~~Housing Appeals and Mediation Board. An appeal must be filed, in writing, within twenty (20) days from the date of the notice of suspension or revocation.

6. Notice To Tenant: Upon suspension or revocation the City Manager must give written notice of the suspension or revocation of the license to each tenant, requiring the tenant to vacate the premises within a time frame determined by the City Manager if determined necessary. Any tenant who fails to vacate the premises after such time shall be subject to penalties under title 1, chapter 4 of this Code.

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**City of Dubuque
City Council**

ACTION ITEMS # 11.

ITEM TITLE: Work Session Request: Capital Improvement Projects GIS Application

SUMMARY: City Manager recommending City Council schedule a work session at 6:00 p.m. on January 21, 2025, to introduce the Capital Improvement Projects GIS application.

SUGGESTED DISPOSITION: Receive and File; Council

ATTACHMENTS:

1. MVM Memo
2. Staff_Memo_CIPWorkSessionRequest_20241216

TO: The Honorable Mayor and City Council Members

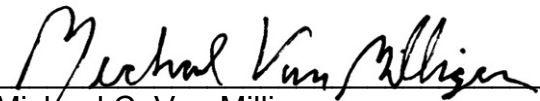
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Capital Improvement Projects GIS Application Work Session with City Council

DATE: December 11, 2024

GIS Coordinator/Analyst Nikki Rosemeyer is recommending City Council schedule a work session at 6:00 p.m. on January 21, 2025, to introduce the Capital Improvement Projects GIS application.

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
Randy Gehl, Public Information Officer
Nikki Rosemeyer, GIS Coordinator/Analyst

TO: City Manager Michael C Van Milligen
FROM: GIS Coordinator/Analyst Nikki Rosemeyer
DATE: Thursday, December 5, 2024
RE: Capital Improvement Projects GIS Application Work Session with City Council

This memo is to request a 30-minute work session with City Council on Tuesday, January 21, 2025, at 6 P.M. This work session will introduce council members to the Capital Improvement Projects GIS application.

The link for the application is:

<https://dubuque.maps.arcgis.com/apps/dashboards/35ed6d59633c4c53a04b272cf48d1a7f>.

CC: Public Information Officer Randy Gehl

**City of Dubuque
City Council**

CLOSED SESSION #

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

SUMMARY:

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

None